

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, MAY 14, 2024

NOTES:

- Public Forum: Comments are generally limited to **3 minutes**.
- Consent Items: Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - April 17 & 18, 2024 City Council Special Meeting.
- Minutes - April 23, 2024 City Council Special Meeting - Executive Session.
- Minutes - April 23, 2024 City Council Regular Meeting.
- Minutes - April 24, 2024 City Council Special Meeting.
- Approval of Proclamation, 156th Anniversary of Memorial Day, May 27, 2024.
- AB 3047 Approval of Pickle Ball Court Construction Contract to Hope Construction, LLC. in an amount not-to-exceed \$1,598,975.10.
- AB 3053 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and Arizona Department of Transportation regarding the design of Brewer Road Shared Use Path in the approximate amount \$129,578.
- AB 3056 Approval of a contract amendment for DVA in the amount of \$150,000 to account for the Summer Stewardship Destination Marketing Campaign (Embrace the Moment).

4. APPOINTMENTS - None

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER & COUNCIL ASSIGNMENTS

6. PUBLIC FORUM

(This is the time for the public to comment on any issue within the jurisdiction of City Council not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- Proclamation, 156th Anniversary of Memorial Day, May 27, 2024.

8. REGULAR BUSINESS

- AB 3057 **Discussion/possible action** regarding the approval of a Construction Manager at Risk (CMAR), Construction Services contract for the Uptown Sedona Parking Garage Project with McCarthy Building Companies, Inc. in an amount not-to-exceed \$17,545,098; and **discussion/possible action** regarding the approval of a Contract Amendment with Gabor Lorant Architects, Inc. in the amount of \$154,070.00 for additional professional services associated with design of the Uptown Sedona Parking Garage.
- AB 3046 **Discussion/possible direction** regarding the Parking Garage Financing Plan.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.



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- c. AB 3052 **Discussion/possible direction** regarding ideas for possible resolutions for consideration by League of Arizona Cities and Towns' Policy Committees as part of the League's legislative agenda for 2025. 
- d. AB 3027 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona. 
- e. **Discussion/possible action** regarding future meeting/agenda items.

9. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

Posted: 05/09/2024

By: DJ

JoAnne Cook, CMC, City Clerk

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Action Minutes
Special City Council Meeting – Budget Work Session
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, April 17, 2024, 8:00 a.m. &
Thursday, April 18, 2024, 8:00 a.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Jablow called the meeting to order at 8:00 a.m.

2. Roll Call

Roll Call: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, Councilor Jessica Williamson.

Staff Present: City Manager Anette Spickard, Former City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Finance Director Cherie White, Parks and Recreation Manager Josh Frewin, Police Chief Stephanie Foley, Accounting Technician Katie Dutro, Director of Wastewater Roxanne Holland, Human Resources Manager Russ Martin, Public Relations Coordinator Kegn Moorcroft, Accounting Manager Renee Stanley, Budget and Financial Analyst Sterling West, Executive Assistant Sherri O'Connor, Deputy Chief of Police Ryan Kwitkin, Lieutenant Raquel Oliver, Lieutenant/Manager Erin Loeffler, Police Records Clerk II Jamie Rivero, Police Support Services Technician Heidi Videto, Magistrate Judge Paul Schlegel, Sustainability Manager Bryce Beck, Director of Engineering/Public Works Kurt Harris, Assistance Director of Public Works Sandy Phillips, Engineering Supervisor John Hall, Facilities Maintenance Supervisor Larry Farhat, Transit Administrator Robert Weber, Associate Engineer Robert Welch, City Maintenance Manager Ryan Hayes, Administrative Supervisor Katie Chadwick, Information Technology Director Chuck Hardy, Art & Culture Specialist Nancy Lattanzi, Housing Coordinator Jeanne Frieder, Housing Manager Shannon Boone, Community Development Director Steve Mertes, Deputy City Clerk Marcy Garner.

3. Special Business

Work Session regarding City of Sedona budget for Fiscal Year 2024/2025. The Council may take action to give direction regarding amendments or changes to the proposed City budget or Capital Improvements Plan.

- a. Public Comment: Public comment on all budget items will be taken at the outset of the meeting. Each person commenting will have a maximum of two minutes. The entire period for the public comment will not exceed thirty minutes –**

Open to public comment at 8:00 am.

Tracy Randall, Sedona, president of the Verde Valley Cyclists Coalition, spoke in favor of the new program manager position.

Ann Kelley, Sedona, congratulated Karen Osburn on her retirement and thanked her for her service. She spoke about concerns with short-term rentals in the city.

Sean Smith, Sedona, spoke about the benefits of ADA compliant websites, brief surveys, and new technology.

Closed public comment at 8:09 am.

Sedona City Council
Special Meeting
Budget Work Session
Wednesday, April 17, 2024 &
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8:00 a.m.

b. An introduction to and overview of the 2024/2025 Fiscal Year Budget process will be presented and discussed.

Presentation by Cherie White.

Questions and comments from Council throughout entire budget presentation.

Cherie White gave an overview of the budget calendar and how the budget is organized. The key highlights of the budget are:

- Significant capital improvement costs
- Continued implementation of an in-house tourism bureau
- Significant surpluses to be allocated to the highest priorities
- Modest growth in sales and bed tax revenues
- Loans to certain funds to cover deficits
- Insufficient capital reserves
- Significant community input

An overview of departmental budgets will be presented and reviewed with any departments requested by the City Council.

Introduction by Cherie White.

Presentation by members of the Citizen's Budget Work Group: Lynn Zonakis and Lance G. Walter.

Council thanked the work group for their work and their recommendations.

Questions and comments from Council throughout the departmental presentations.

c. Recommendations of the Citizen's Budget Work Group –

- City of Sedona 10-year Master Summary Project list by Major Program document.
- Community Surveys revisions and use Town Halls to obtain feedback from residents.
- Regauge interest in consolidating garbage collection.
- Sustainability, water, composting and electric incentives for residents.
- Wastewater, prioritize rate study and work group to reevaluate wastewater fees and options.
- Electric Vehicles be limited to non-tactical/emergency vehicles.
- Great value in Victim Services position.

d. An overview of departmental budgets will be presented and reviewed with any departments requested by the City Council-

Wastewater – presentation by Cherie White and Roxanne Holland. Direct costs reflect an increase of 8% over FY24. FY25 one-time cost total \$564,460. Council thanked Roxanne for her work. There is no decision package.

By majority consensus, Council agreed to wastewater rate increase of 3.6%.

Break at 09:58 a.m. Reconvened at 10:13 a.m.

Parks & Recreation – presentation by Cherie White and Josh Frewin. Direct costs reflect an increase of 1% over FY24. FY25 increase in one-time cost \$50,290. Decision packages include: Autism and Sensory Awareness Guides and Training, Hub Kitchen New Countertops, Skate Park

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Lighting in Posse Grounds.

Public Transit – presentation by Cherie White, Robert Weber, and Kurt Harris. Direct costs reflect an increase of 12% from FY24. FY25 one-time cost total \$297,570. No decision package.

Sustainability – presentation by Cherie White, Bryce Beck, and Kurt Harris. Direct costs reflect a decrease of 11% over FY24. FY25 one-time costs total \$9,660. No decision package.

Break at 11:55 am p.m. Reconvened at 1:00 p.m.

Public Works – presentation by Cherie White, Kurt Harris, and John Hall. Direct costs reflect an increase of 19% over FY24. FY25 one-time cost total \$958,160. Decision packages include: Program Manager-Parking/Trails, Public Works Inspector I, Custodial Maintenance Worker/EV Work Truck, Facilities Maintenance Worker/EV Van, Maintenance Worker/Work-Plow Truck.

Break at 3:06 p.m. Reconvened at 3:16 p.m.

Police – presentation by Cherie White, Chief Foley, Deputy Chief Ryan Kwitkin, and Erin Loeffler. Direct costs reflect an increase of 11% over FY24. FY25 one-time cost total \$1,889,750. Chief Foley commended Erin Loeffler for her research on victim services. Chief Foley and Erin Loeffler returned on Thursday 4/18/2024 for follow-up questions from council regarding additional technology including, “Flock,” for additional camera and notification technology. Decision packages include: Evidence Technician from part-time to full-time, Victim Services Specialist/Background Investigator, Reallocation of four Part-Time CSAs to 2 Full-Time CSOs and PSPRS One-Time Contribution.

Human Resources – presentation by Cherie White, Russ Martin. Direct costs reflect a 37% increase over FY24. FY25 one-time costs total \$20,000. Decision package includes: Additional Human Resources Specialist.

Break at 4:55 p.m. on Wednesday afternoon. Will reconvene Thursday, June 15, 2023 at 8:00 a.m.

Information Technology – presentation by Cherie White and Chuck Hardy. Direct costs reflect a 3% over FY24. FY25 one-time cost total of \$379,540. Decision package includes: Wi-Fi at Wastewater plant.

City Manager’s Office – presentation by Cherie White and Karen Osburn. Direct costs reflect a decrease of 29% over FY24. There is no decision package.

City Manager Admin – presentation by Cherie White and Karen Osburn. Direct costs reflect an increase of 1%. There is no decision package.

City Manager Arts & Culture – presentation by Cherie White and Karen Osburn. Direct costs reflect an increase of 9%. Decision package includes: One part-time temp employee, not recommended. No discussion.

Communications, Tourism and Economic Initiatives, (CTEI) – presentation by Cherie White and Karen Osburn. Direct costs reflect an increase of 55%. FY25 one-time cost total \$130,000. Decision package includes: Destination Marketing, two Tourism Coordinators or one with contract advisor.

Municipal Court – presentation by Cherie White, Judge Schlegel and Coconino County Deputy Court Administrator, Shelly Bacon was available to answer questions. Direct costs reflect an increase of 4% over FY24. FY25 one-time cost total \$51,060. Decision package includes: Ongoing Temporary Court Clerk, New Court Clerk Position, New Court Clerk-Post-Adjudicated

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cases.

Break at 10:08 a.m. Reconvened at 10:24 a.m.

Community Development – presentation by Cherie White and Steve Mertes. Direct costs reflect an increase of 6% over FY24. FY25 total one-time costs is \$135,460. There is no decision package.

General Services – presentation by Cherie White. Direct costs reflect a decrease of 18% over FY24. FY25 one-time costs include: \$8,285,980.

- **Small Grants** The total of small grants awarded for FY24 was \$181,200 with \$350,000 projected for FY25.
- **Outstanding Bonds** – As of July 1, 2024, equal \$42,089,000 and pledged revenues for FY25 equal \$42,873,150.
- **FY2025 Contingencies Totals** – General Fund \$300,000, Housing Fund \$57,000, Grants \$500,000 and Wastewater Enterprise Fund 100,000.

Financial Services – presentation by Cherie White. Direct costs reflect an increase of 9% over FY24. FY25 total one-time costs is \$95,100. There is no decision package.

Housing – presentation by Cherie White, Shannon Boone. Direct costs reflect a decrease of 6% from FY24. FY25 total one-time costs \$772,120. There is no decision package.

Break at 11:55 p.m. Reconvened at 12:33 p.m.

City Attorney's Office – presentation by Cherie White and Kurt Christianson. Direct costs reflect an 11% increase from FY24. No one-time costs and no decision package.

City Council – presentation by Cherie White and Karen Osburn. Direct costs reflects a 5% decrease from FY24. No one-time costs or decision package.

City Clerk's Office – presentation by Cherie White and Karen Osburn. The budget reflects a 15% increase from FY24. FY25 total one-time costs increase of \$34,000. There is no decision package.

e. An overview of the overall City budget and strategic budget issues for FY 2024/2025 will be presented and discussed.

Presentation by Cherie White and Karen Osburn.

Questions and comments from Council throughout presentation.

Budget Overview – FY 2025 Budget is Balanced. Estimated July 1 fund balances total \$115.9 million; estimated \$69.9 million proposed revenues total; estimated \$121.4 million of total resources available. Excess resources available total \$21.0 million.

Salary & Benefit Changes – FY24 \$20,293, FY25 \$22,547

PSPRS Unfunded Liability – \$4.1M

Operations Changes – FY24 \$21,141, FY24 \$25,524

Capital Improvement Project (CIP) changes: FY24 \$33,629, FY25 \$46,082

Debt Service changes: FY24 \$7,425, FY25 \$7,228

Contingencies changes: FY24 \$3,331, FY25 \$957,000.

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Council Priorities funded in the budget include: Traffic/transportation improvements FY25 \$31.035 million; Public transit system total \$1.901 million; Affordable/workforce housing & homelessness totals \$18.9 million; Climate Action Plan Goal totals 19.602 million; Broadband totals \$10K; Cultural Park planning/other property acquisitions totals \$121,700; Manage impact from short-term rentals \$255,500; City Tourism Bureau Management totals \$2.028 million and Airport totals \$10,000.

Revenues changes: FY24 \$66,627 million, FY25 \$69,892 million.

Transfers between funds are budgeted as follows: Streets Fund \$1.938 million; Housing Fund 500K; Capital Improvements Fund \$10.527 million; Dev. Impact Fees Fund \$1.312 million; Art in Public Places Fund \$41.2 thousand; Public Transit Enterprise Fund \$4.48 million; Wastewater Enterprise Fund \$1.912 million; Info. Tech Internal Service Fund \$35 thousand; for a total of \$23.745 million.

f. An overview of the Fund Summaries will be presented and discussed.

Presentation by Cherie White and Karen Osburn.

General Fund – Ongoing revenues are budgeted at \$45.8 million, less \$27.1 million for ongoing expenditures; less \$2.3M in debt services; Less \$8.3M in ongoing transfers to other funds for a net of \$8.05 million.

Reserves are as follows: Operating Reserve \$8.8M; Equipment Replacement Reserve \$2.0M; Equipment Replacement Reserve \$2.0M; Loan to DIF Funds \$2.8M. Balance available after reserves \$18.4M.

Streets Fund Reserves- Operating Reserve \$830K; Rehab/Preservation Reserve \$300K; Equipment Replacement Reserve \$194K.

Housing Fund – Ongoing revenues are budgeted at \$76K; Ongoing Transfers budgeted at \$500K. Less ongoing expenditures are budgeted at \$519K. \$6.2 million reserved for Sunset Lofts loan and \$2.25 million reserved for 2250 Shelby Dr. loan; \$400K reserved for Down Payment Assistance loans. Net total is \$132K. There are no reserve requirements for this fund. Future affordable housing project loans total \$10.05 million.

Grants, Donations & Restricted Funds – Restricted to purposes for which monies were received, \$348K, automatically carries over to the following fiscal year.

Transportation Sales Tax Fund – Capital Reserve of \$0 (Estimate of available monies for CIP projects was used during budget compilation process. Deficit of \$65k will be adjusted before Tentative Budget adoption to reflect more eligible costs to be paid with unrestricted capital reserves). Not funded - \$2.0M, revenues projected for FY25 sufficient to cover costs after adjustment of \$13.1M eligible CIP projects transferred to unrestricted capital reserves.

Capital Improvements Fund Reserves – Capital Reserves - \$16.7M. Not fully funded - additional \$806M needed to meet policy reserve requirement.

Information Technology Internal Service Fund Reserves - Equipment Replacement Reserve is \$1.5M and fully funded based on policy reserve requirement. Balance available after reserves is \$499K.

Development Impact Feed Funds Reserves – Capital Reserves - \$0. Set aside to meet anticipated capital project costs in next fiscal year. Insufficient to cover FY costs of \$2.8M and FY25 capital needs of \$1.0M 0 loans will be necessary.

Art in Public Places Fund – Available Balance \$16K. Assumes 1% contributions generated by CIP projects will move forward at the pace budgeted. If 1% contributions are insufficient, loan may be necessary.

Public Transit Enterprise Fund – Future System Implementation- \$5.3M. Equipment Replacement Reserve - \$473K. Fully funded based on policy requirement.

Wastewater Enterprise Fund Ongoing Revenues vs. Ongoing Expenditures – Ongoing Revenues \$7.341 million, Transfer from Other Funds \$3 million, Less: Ongoing Expenditures \$5.923 million, Debt Service \$4.335 million. Fully funded fund reserves, Operating Reserve \$2 million, Capital Reserve \$5.7 million, Equipment Replacement Reserve \$1.4 million, Major Maintenance Reserve, \$269K, remaining available \$565K, total ending fund balances \$9.952 million.

Information Technology Internal Service Fund – Equipment replacement reserve - \$1.5M. Fully funded based on policy reserve requirement. Balance available after reserves -\$499K. Recommendation: Retain as addition to equipment replacement reserve until total asset replacement costs are fully covered.

Break at 2:05 p.m. Reconvened at 2:20 p.m.

g. An overview of the Capital Improvements Plan will be presented and discussed.

Presentation by Cherie White and Karen Osburn.

Questions and comments from Council throughout presentation.

h. Recap and review of overall budget, decision packages, capital improvement projects, and financial impacts will be presented and discussed.

Available Surplus Balances in the General Fund; FY23 \$10.8 million (\$4.9M of this amount was allocated during the FY24 budget process); FY24 est. \$11.1 million; FY25 budget \$3.0 million; and total estimated surpluses of \$8.3 million of FY24 surplus recommended to be used for capital reserves.

By majority consensus, Council agreed to the following surplus allocations:

\$5.8M of FY23 surplus remaining to be allocated.

PSPRS has 1.5M allocated, council approved an additional 2.6M to fund the remaining liability of 4.1M (as of 6/30/2023)

400K to the housing fund to get to the 18.9M in balance sheet loans.

1M allocated to CIP Parking System.

Remainder allocated to Capital Reserves.

DP recommendation to use \$1.5M for PSPRS unfunded liability.

Recommendation to use the remaining \$4.3M for capital reserves.

11.1M of FY24 (estimate) surplus remaining to be allocated:

8.3M allocated to Capital Reserves.

Break at 11:55 p.m. Reconvened at 12:33 p.m.

i. Items not completed on Wednesday, April 17, 2024, will be carried over to Thursday, April 18, 2024, beginning at 8:00 a.m.

Sedona City Council
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Budget Work Session
Wednesday, April 17, 2024 &
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8:00 a.m.

Questions and comments from Council throughout presentation.

By majority consensus, Council supported decision packages as indicated below:

Description	Council Direction	One-Time	Ongoing	Total
General Fund				
CMO – Part-Time Temp	Not Recommended	\$2,800	\$11,630	\$14,430
HR – HR Specialist Position	Recommended	\$5,800	\$85,700	\$91,500
FIN – Senior Tax Auditor	Not Recommended	\$28,800	69,030	\$97,830
Comm, Tourism & Econ Init – Destination Marketing	Recommended	-	\$200,000	\$200,000
Comm, Tourism & Econ Init – Two Tourism Coordinators or one and a contract	Recommended	\$13,100	\$210,340	\$223,440
Parks & Rec – Autism & Sensory Awareness Guides and TRN	Recommended	\$760,000	\$32,000	\$10,800
Parks & Rec – Hub Kitchen New Countertops	Recommended	\$18,500	-	\$18,500
Parks & Rec – Skate Park Lighting in Posse Grounds	Recommended	\$68,500	-	\$68,500
PW – Program Manager	Recommended	\$5,870	\$141,790	\$147,660
PW – Public Works Inspector I	Not Recommended	\$5,900	\$115,160	\$121,060
PW – Custodial Maintenance Worker/EV Work Truck	Recommended	-	\$88,140	\$88,140
PW – Facilities Maintenance Worker/EV Van	Recommended	\$5,870	\$102,220	\$108,090
Maintenance Worker I/ Work-Plow Truck	Not Recommended	\$22,870	\$94,570	\$117,440
PD – Evidence Tech Part Time to Full Time	Recommended	-	\$43,810	\$43,810
PD – Victim Services Specialist/Background Investigator	Recommended	\$2,900	\$79,970	\$79,970
PD - Reallocation of 4 PT CSA to 2 FT CSO	Recommended	\$10,680	\$95,370	\$106,050
PD - PSPRS One-Time Contribution	Recommended	\$1,500,000	-	\$1,500,000
Court – Ongoing Temp Court Clerk	Recommended	-	\$58,250	\$58,250

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Description	Council Direction	One-Time	Ongoing	Total
Court – New Court Clerk Position, Post-Adjudicated	Recommended	-	\$77,300	\$77,300
Court – New Court Clerk	Not Recommended	-	\$77,300	\$77,300
General Fund Total		\$1,699,190	\$1,553,780	\$3,252,970
Streets Fund				
Snowplow/Supervisor Truck	Recommended	\$22,000	\$22,800	\$44,800
Streets Fund Total		\$22,000	\$22,800	\$44,800
Information Technology Fund				
Information Technology – WW-Wifi	Recommended	\$35,000	-	\$35,000
Information Technology Fund Total		\$35,000		\$35,000
Grand Total		\$1,756,190	\$1,576,580	\$3,332,770

Meeting was carried over from 8:00 a.m. to 5:01 p.m. on Thursday, April 18, 2024, and actions are reflected above.

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

5. Adjournment.

Mayor Jablow adjourned the meeting at 5:01 p.m. on Thursday, April 18, 2024.

I certify that the above are the true and correct actions of the Special City Council Meeting held on April 17 & 18, 2024.

 Marcy Garner, Deputy City Clerk

 Date

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, April 23, 2024, 3:30 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 3:30 p.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff Present item: City Manager Anette Spickard, City Attorney Kurt Christianson, Housing Manager Shannon Boone, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Fultz moved to enter into Executive Session at 3:31 p.m. Seconded by Councilor Williamson. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

- a. **Discussion and consultation for legal advice with the City Attorney, to consider the City's position, and instruct its attorneys regarding pending or contemplated litigation or settlement discussions in order to avoid or resolve litigation in the matter of La Tierra 1120/La Tierra 1146/Adobe Hilltop Plaza, LLC's A.R.S. 12-1134 notice of claim regarding 1120/1146 W. SR 89A and 80 Soldiers Pass Road. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3)&(7).**
- b. **Discussion and consultation for legal advice with the City Attorney, to consider the City's position, and instruct its attorneys regarding contemplated litigation regarding a referendum petition filed on Ordinance 2024-01, rezoning part of the Cultural Park to allow the Safe Place to Park. ARS 38-431.03(A)(3)&(7).**
- c. **Return to open session. Discussion/possible action regarding executive session items including Ordinance 2024-01 and adoption of a Resolution waiving partial enforcement of Ordinance 2023-03 on 1120/1146 W. SR 89A and 80 Soldiers Pass Road.**

Reconvened in open session at 4:12 p.m.

Item 3a

Comments from Council.

Motion: Councilor Kinsella moved to approve R2024-08 approving a binding waiver of enforcement for certain city properties within the city of Sedona, as outlined in the

resolution. Seconded by Councilor Fultz. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Item 3b

An update was given by JoAnne Cook regarding the referendum and signature verification process. Shannon Boone answered questions regarding the project and grant funds.

Questions and comments from Council.

Motion: Councilor Kinsella moved to put Safe Place to Park Program on hold until results of the referendum is determined. Seconded by Councilor Williamson. Motion carried with four (4) in favor (Dunn, Fultz, Kinsella, and Williamson) and three (3) opposed (Jablow, Ploog, Furman).

4. Adjournment

Mayor Jablow adjourned the meeting at 4:42 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on April 23, 2024.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, April 23, 2024, 4:30 p.m.**

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Jablow called the meeting to order at 4:50 p.m.

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Planning Manager Cari Meyer, Community Development Director Steve Mertes, Deputy Police Chief Ryan Kwitkin, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

- a. **Minutes - April 9, 2024 City Council Special Meeting - Executive Session.**
- b. **Minutes - April 9 2024 City Council Regular Meeting.**
- c. **Approval of Proclamation, Sexual Assault Awareness Month, April 2024.**

Motion: Councilor Williamson moved to approve consent items 3a-3c. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

4. Appointments - None.

5. Summary of Current Events by Mayor/Councilors/City Manager - None.

6. Public Forum

Opened to the public at 4:52 p.m.

John Martinez, Sedona, spoke regarding Saturday's Sedona Symphony performance and encouraged all to attend the concert that will be held at the Sedona Performing Arts Center, featuring R. Carlos Nakai, on Saturday, April 27, 2024 at 7:00 p.m.

Brought back to Council at 4:55 p.m.

7. Proclamations, Recognitions & Awards

a. Proclamation, Sexual Assault Awareness Month, April 2024.

Mayor Jablow presented the proclamation to Tracey McConell, Verde Valley Sanctuary. Tracey thanked Council for their support.

8. Regular Business

Item 8b was moved up prior to item 8a.

a. AB 3048 Public hearing/discussion/possible action regarding a request for

Preliminary Plat approval to subdivide ±2.65 acres into a 4-unit single family subdivision at 741 Forest Road (Bowers Subdivision). The property is zoned Single Family Residential (RS-18) and is located northwest of the intersection of State Route 89A and Brewer Road. APN: 401-38-012. Case Number: PZ21-00020 (SUB) Owner: 741 Forest Road LLC (David Bowers) Authorized Representative/Applicant: Sefton Engineering (Luke Sefton).

Presentation by Cari Meyer. Luke Sefton, Sefton Engineering represented the applicant. Applicant David Bowers spoke regarding the request and answered questions from Council.

Comments and questions from Council.

Opened the public hearing at 5:36 p.m.

No public comment was heard.

Brought back to Council at 5:36 p.m.

Comments and questions from Council.

Motion: Councilor Kinsella moved to approve the proposed Preliminary Plat as set forth in case number PZ21-00020 (SUB), Bowers Subdivision, based on compliance with all ordinance requirements of LDC Section 8.3 and 8.5 and satisfaction of the Subdivision findings and applicable Land Development Code requirements as outlined in the Planning and Zoning Commission staff report, which staff report is hereby adopted as the findings of the City Council, and the attached conditions of approval. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

- b. AB 3051 Discussion/possible action regarding the approval of a Sister Cities Friendship Agreement with Canmore, Alberta Canada, including a presentation and update by Sedona Sister Cities' Board of Directors Chair Chuck Marr on their activities and accomplishments.**

Motion: Vice Mayor Ploog moved to approve the Sister Cities' Friendship Agreement with Canmore, Canada. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

- c. AB 3052 Discussion/possible action regarding ideas for possible resolutions for consideration by League of Arizona Cities and Towns' Policy Committees as part of the League's legislative agenda for 2025.**

Presentation by Kurt Christianson.

Comments and questions from Council.

By majority consensus, Council agreed to bring this item back with the resolution and language for approval at the May 14, 2024 Council meeting.

- d. **AB 3027 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.**

Presentation by Kurt Christianson.

Comments and questions from Council.

Discussion only, no direction given.

- e. **Discussion/possible action regarding future meeting/agenda items.**

Mayor Jablow advised that tomorrow's Work Session will start at 2:00 p.m.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. **To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. **Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

10. Adjournment

Mayor Jablow adjourned the meeting at 5:50 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on April 23, 2024.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, April 24, 2024, 2:00 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 2:00 p.m.

2. Roll Call

Roll Call: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Budget and Financial Analyst Sterling West, Accounting Technician II Katie Dutro, Deputy Chief Ryan Kwitkin, Sergeant Laura Leon, Transit Administrator Robert Weber, Director of Community Development Steve Mertes, Director of Public Works/City Engineer, Associate Engineer Robert Welch, Assistant Director of Public Works Sandy Philips, Engineering Supervisor John Hall, and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 2378 Discussion/possible action regarding the Sedona in Motion transportation program.

Presentation by Kurt Harris, Andy Dickey, and Kimley-Horn Project Manager Andrew Baird. Presentation included an update on the Uptown District Projects, aerial footage of projects, Data Dashboard, VISSIM models and Uptown Northbound traffic control.

Questions and Comments from Council throughout the presentation.

Open to public comment at 3:48 p.m.

Sean Smith, Sedona, spoke in support of the zipper lane and icon. He commented that public transit is not appealing if drivers leave their vehicles and are still in traffic. Recommended public transit take alternative routes to avoid traffic and that the challenge Council faces is finding the highest common good.

Closed public comment at 3:50 p.m.

Break at 3:50 p.m. Reconvened at 4:01 p.m.

Presentation continued with Kurt Harris, Robert Weber, Robert Welch, John Hall and Sandy Phillips.

Council thanked staff for their level of expertise.

By majority consensus, Council directed staff to:

- Schedule a council work session to cover the Sedona transit system.**
- Schedule a council work session to cover the Sedona Trails & Pathways System.**

b. Discussion/possible action regarding ideas for future meetings/agenda items – None.

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

5. Adjournment

Mayor Jablow adjourned the meeting at 5:36 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on April 24, 2024.

Marcy Garner, Deputy City Clerk

Date

*Office of the Mayor
City of Sedona, Arizona*



**Proclamation
156th ANNIVERSARY OF MEMORIAL DAY
March 2024**

WHEREAS, on Monday, May 27, 2024, in cities and towns throughout our nation, Americans will join together to honor the fallen heroes of our Armed Forces on the 156th Anniversary of Memorial Day; and

WHEREAS, in May 1868, Major General John A. Logan called for a nationwide day of remembrance to pay tribute to those who gave their lives serving our country, which would be designated Memorial Day by Congress; and

WHEREAS, over **8,000** veterans of the United State Armed Forces currently reside in the Verde Valley; and

WHEREAS, our men and women in uniform have sacrificed their lives to maintain the security of our great nation and the liberties we hold so dear; and

WHEREAS, members of our Armed Forces continue to work toward peace and prosperity in the world; and

WHEREAS, we pledge to never forget the men and women of the Armed Forces who gave the ultimate sacrifice in defending our freedoms; we should express our gratitude to the families of our fallen warriors; we must keep faith with all those who have died for our country in the fight for permanent peace; and we must honor our unwavering commitment to all members of the Armed Forces.

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, hereby proclaim May 27, 2024 as "Memorial Day" in the City of Sedona in recognition of all those who have made the ultimate sacrifice to our nation and that at 0900 a Memorial Day Ceremony will be conducted at the Posse Grounds Pavilion, and direct that all flags in the City of Sedona to be lowered to half-staff from sunrise until noon on Monday, May 27, 2024, in memory of the fallen heroes of our Armed Forces.

Issued this 14th day of May 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



City of Sedona Proclamation Requests

The City of Sedona is pleased to consider requests for Proclamations. Proclamations are typically used to recognize exceptional achievement, extraordinary organizations or activities. Per the City Council’s Rules of Procedure, Rule 1.P.3., Proclamations may be placed on the Council agenda by the City Manager or with sponsorship of any two Council members. Due consideration should be given concerning whether the Proclamation is consistent with the City’s vision statement and the goals of the Community Plan. Proclamations that promote a particular political or religious agenda will not be accepted.

Please note that the Agenda Team has discretion over placement of any requests on the City Council’s agenda. Requests must be submitted in accordance with the City’s established timeline for placing items on the Council’s agenda. Only the City Council may issue a Proclamation following approval at one of their regularly scheduled meetings on the second or fourth Tuesday of the month. Any proclamation requests should therefore be submitted at least three weeks before the Council meeting at which you wish to have the proclamation adopted. Please complete the following form in its entirety and email it, along with the proposed Proclamation, to cityclerksdept@sedonaaz.gov. Email is preferred; however, you may also mail your request to:

City Clerk Department
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3710.

Upon receipt, your request will be evaluated. If approved, it will be placed on a future Council agenda for consideration by the City Council and you will be notified of the date. If you have any questions, please call 928-282-3113.



City of Sedona Proclamation Request Form

Full Name of Contact Person	Jack Ross
Contact Phone Number	860-705-2163
Contact Mailing Address	25 Long Shadows Court
Contact Email Address	jack.ross@savco.org

Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Memorial Day
Website Address (if applicable)	SAVCO.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Anette Spickard
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	May 27, 2024
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	Presentation at Meeting
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Jack Ross SAVCO President 860-705-2163 Jack.ross@savco.org

Provide information about the organization/event including a mission statement, founding date, location and achievements.

The Sedona Area Veteran & Community Outreach (SAVCO) is a 501c3 non-profit group whose roots date to 2008 when it was formed as the Sedona Marine Corps League. Marine Corps League national structure requirements forced a name change to SAVCO and the mission to be vital, inclusive and a growing organization that embraces everyone has continued. SAVCO focuses on civic and social activities and adheres to its motto of “*Continuing to Serve*”. All members have the privilege of voting on organizational matters, holding elected or appointed office in the organization and simply participating in whatever projects or activities interest them. Monthly meetings, open to all, and are held at the Sedona Community Center. Most notably SAVCO posts the US Flags along 89a for National Holidays, conducts the Sedona Memorial Day Ceremony, is an active partner with Toys for Tots and participates in other numerous community activities.

Please explain why this Proclamation and any events accompanying it are important to the Community and are consistent with the City’s vision statement and Community Plan goals. What is the clear reason for the Proclamation and why are you requesting this honor? What activities/events are planned around this Proclamation and how do you plan to promote this to the community?

This proclamation for SAVCO’s Memorial Day Ceremony 2024 is to bring focus to the remembrance of those who have died in service to our country. This will be accomplished by conducting a fort-five-minute ceremony at the Posse Grounds Pavilion located at 525 Posse Ground Rd and accommodating up to 220 guests. Our guest speaker will be accompanied by a local actress/singer. Multiple press releases will aide in spreading the word of this event. A military flyover has been requested but confirmation is not expected sooner than 2 weeks prior to the 27th of May.

Please include a draft of the proposed Proclamation with this request, preferably a Word file in electronic format.



**CITY COUNCIL
AGENDA BILL**

**AB 3047
May 14, 2024
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Approval of Pickle Ball Court Construction Contract to Hope Construction, LLC. in an amount not-to-exceed \$1,598,975.10.

Department	Public Works
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	June 27, 2023
Exhibits	A. Construction Contract

Finance Approval	Reviewed RMS 5/7/24	<table border="1"> <tr> <td colspan="2">Expenditure Required</td> </tr> <tr> <td></td> <td>\$ 1,598,975.10</td> </tr> <tr> <td colspan="2">Amount Budgeted</td> </tr> <tr> <td></td> <td>\$ 1,500,000.00 (FY24)</td> </tr> <tr> <td>City Attorney Approval</td> <td>Reviewed 5/6/24 KWC</td> <td>Account No. 1,205,000.00</td> </tr> <tr> <td rowspan="3">City Manager's Recommendation</td> <td rowspan="3">Recommend approval 5/7/24 ABS</td> <td>(Description) (FY25-carryover)</td> </tr> <tr> <td>25-5242-89-68D4</td> </tr> <tr> <td>36-5242-89-68D4</td> </tr> </table>	Expenditure Required			\$ 1,598,975.10	Amount Budgeted			\$ 1,500,000.00 (FY24)	City Attorney Approval	Reviewed 5/6/24 KWC	Account No. 1,205,000.00	City Manager's Recommendation	Recommend approval 5/7/24 ABS	(Description) (FY25-carryover)	25-5242-89-68D4	36-5242-89-68D4
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City Manager's Recommendation	Recommend approval 5/7/24 ABS	(Description) (FY25-carryover)																
		25-5242-89-68D4																
		36-5242-89-68D4																

SUMMARY STATEMENT

City staff is requesting City Council approval of a construction contract with Hope Construction LLC in the amount of \$1,598,975.10 for the Pickleball Courts at Posse Ground Park. The scope of work for this project includes the construction of 8 courts with associated nets, markings, lighting and fencing. The project will also include the removal of the softball field lights, batting cage, scoreboard and other items currently occupying this location. New irrigation, improvements to the existing irrigation system and new turf will be placed west of the courts. The existing turf will be salvaged and transported to Ranger Station Park for placement by others. A shared use path will be constructed around this area and connected to the existing path. A gravel parking area with asphalt drive aisle is also included in the scope of this project. Twenty-eight parking stalls will be provided plus two (2) ADA stalls, for a total of 30 stalls. Irrigation for trees and plants to buffer the parking area from Posse Ground Road will also be installed. The tree and shrub planting will follow under separate contract.

Background:

The City of Sedona has a limited number of courts for tennis or pickleball. Currently, the existing courts are used for both sports. The sport of pickleball is growing continuously, and there are

no signs of the trend changing direction. This project is identified in the City Council approved budget for FY 23 and FY24 and included in the proposed budget for FY25.

The shared-use tennis/pickleball courts (4 courts) at Posse Grounds Park are used daily, sometimes offering two sessions, by local players who have over 300 members in their group. The daily scheduled play is well attended during spring/summer/fall seasons, averaging 30 players each session, if not more. On days where both a morning and afternoon/evening session are offered, there can be over 60 players on a single day. Dedicated courts with lights are needed; the current shared use causes conflict due to pickleball being a fast-paced sport. In addition, due to the limited number of courts, it discourages use due to the wait time.

The conceptual sketch to the right identifies potential locations evaluated. Staff reached out to the adjacent HOAs requesting their input on the suggested optional locations. Unfortunately, the properties to the west of Posse Grounds Park no longer have an HOA and therefore we did not receive input from Mission Hills subdivision or Sedona West No. 2 subdivision. We did receive input from Sedona Heights, Northern Shadows, Casa Contenta and San Patricio Estates. We have also presented the court location options to the school district. Initially, the school was interested in having the courts available to students at location 'A' and saw it as a benefit. Later, after the school expressing concern over non-school visitors on school property, we agreed this location would not help with their concerns. The school has stated they have no objection to the proposed location 'C'.

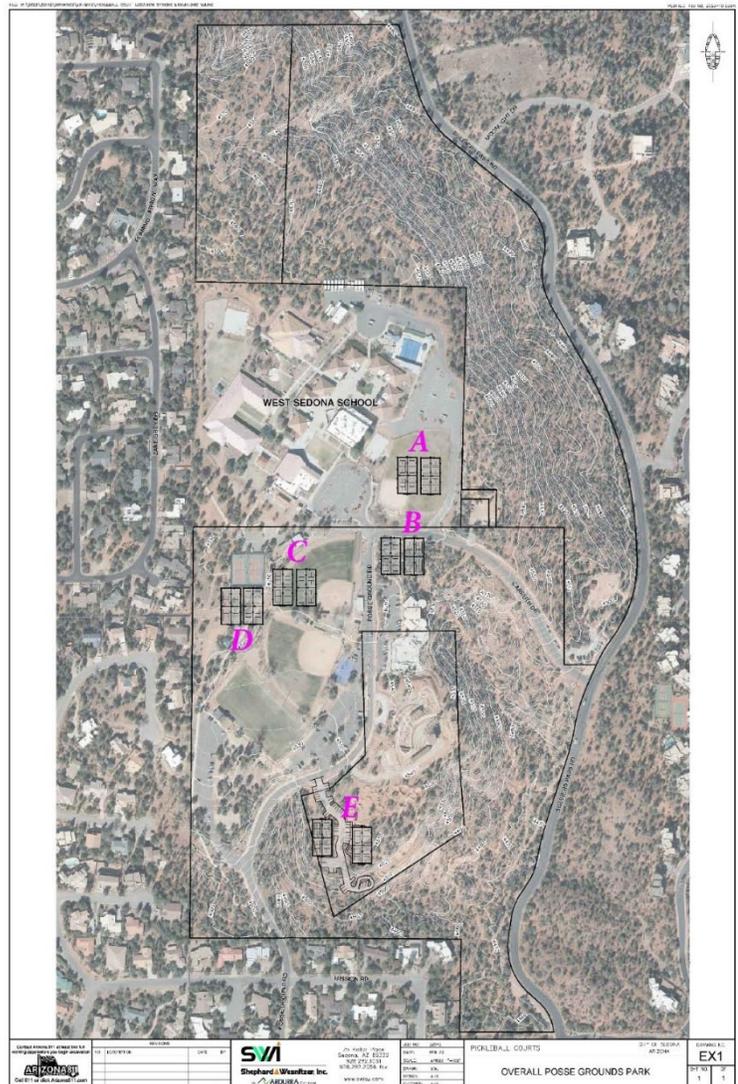


Figure 1: Possible court locations posed to surrounding residents

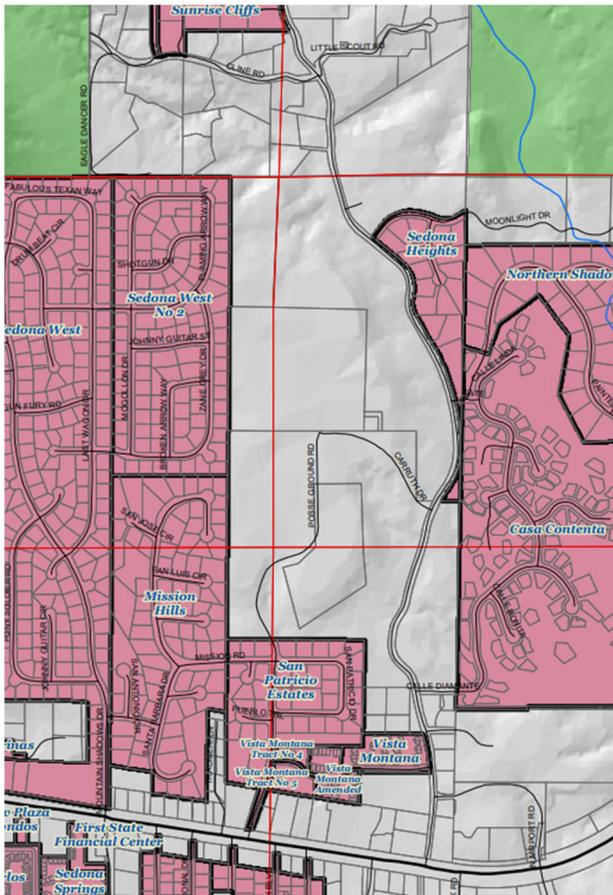


Figure 2: Surrounding HOAs polled for input on court location

At the June 27th, 2023 Council meeting, staff was directed to proceed with the design of the courts and associated parking at location ‘C’



Figure 3: Standing north of ballfield-future court site, looking south



Figure 4: Court design from construction plans

Staff met with the Mayor and Pickleball enthusiasts on February 6, 2024, reviewed the design and received comments and compliments on the preliminary design. Completion of this project will result in eight (8) pickleball courts. It will include installation of drinking/refilling water station, chain-link fencing and gates, sport court lighting system with timer, waste receptacles, and parking. Restrooms are a later phase of this project. The courts will be oriented north-south. Parking and ADA access are a part of the design. Mature trees south of the proposed pickleball courts are to be protected to the best of our ability.

Schedule and Access:

- The construction timeframe is set at 120 days and is anticipated to begin in June 2024 and be complete by early November 2024.
- It is not expected that any significant impacts to vehicle traffic in Posse Ground Road will occur with the construction of this project.
- Pedestrian traffic will need to utilize other routes during construction.
- Throughout the construction period, it will be the contractor's responsibility to fence the project.
- The City will provide project updates to residents via social media.

Procurement Method:

Sealed Bid:

This construction contract was advertised for bids beginning March 22, 2024. Mandatory walk of the site occurred on April 3. Bids were opened on May 1, 2024. Four bids were received. They are listed as follows:

Bidder, (Office Location)	Bid
SUMMIT CONSTRUCTION (Flagstaff, AZ)	\$1,662,016.90
ECONOSMART PROPERTY SERVICES LLC DBA SIGNATURE PROJECTS (Phoenix, AZ)	\$1,863,695.28
HOPE CONSTRUCTION LLC (Flagstaff, AZ)	\$1,598,975.10
FALCONE BROTHERS & ASSOCIATES INC (Tucson, AZ)	\$1,544,703.75

The bid documents state: “The successful bidder will be determined based on the lowest responsive and responsible Proposal. The City of Sedona, Arizona reserves the right (A.R.S. § 34-221) to reject any or all Proposals, to waive or not to waive any informalities, or irregularities in the Proposals received, and to accept a Proposal which in its judgment best serves the interests of the City.”

The bid from Falcone Brothers & Associates, Inc. is being recommended for rejection based on not being complete. Staff’s determination that the Falcone Brothers & Associates, Inc. bid should be considered non-responsive, is based on an incomplete bid package. The submittal package from Falcone Brothers & Associates, Inc. did not include the bid bond, past performance questionnaire, or workman’s compensation certificate. Staff has discussed this with Falcone Brothers & Associates, Inc. representatives, per their response, they understand staff’s position and have indicated they will work with City Staff to ensure a complete package on future projects.

Staff is recommending award of the Hope Construction, LLC bid in the amount of \$1,598,975.10. The submitted bid met all requirements, and Hope Construction, LLC has a proven record of a successful project with the City, most recently on the Police Station Remodel which was completed under budget and before the completion date. While the Hope Construction, LLC bid amount is higher than the Falcone Brothers & Associates, Inc bid, staff feels awarding this bid is in the best interest of the City.

Budget:

The amount budgeted for the project is \$1,500,000 (FY24), and \$1,205,000 (FY25) this will be funded from Development Impact Fees and Fairfield CFD.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

While this project does call for the large use of concrete, there are many considerations that make this an acceptable project under the Climate Action Plan (CAP).

- The contracted workforce and materials will be sourced locally, rather than halfway across the state (contractor from Tucson, lowest/rejected bid) which should reduce emissions from transportation.
- This project will be replacing areas of turf grass with native, drought tolerant species of trees, bushes, and flowers. This change will reduce water consumption and restore some habitat for native birds, insects, and small mammals.
- This project adds additional space and opportunity for our residents to interact with each other and form closer bonds. Providing space for social interaction is an essential element in building a socially resilient community as it helps counteract the negative effects of social isolation.
- This project also adds connections to existing shared use path infrastructure and adds high-capacity bike racks; an important step in providing alternative modes of transportation, reducing emissions, and improving public health.
- Lastly, in terms of energy use, the project will deploy shielded LED lighting to maximize efficiency and drastically reduce light pollution compared to the current softball field lighting.

While the city should strive to use concrete sparingly, we feel that the benefits of this project outweigh negative impacts.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could elect to not approve this project.

MOTION

I move to: approve the construction contract with Hope Construction LLC for the Pickleball Courts at Posse Ground Park in an amount not-to-exceed \$1,598,975.10, subject to approval of a written contract by the City Attorney's Office.

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2024 by and between the City of Sedona, Arizona, an Arizona municipal corporation, hereinafter called the "City", and **Hope Construction LLC**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **(the "Project")**, City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of \$1,598,975.10 subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.
3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered C-1 through C-9, SE1.1 through SE4.1 and S1 through S4 LOO through L-3 all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.
4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.
5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona

or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.
7. Contractor, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
8. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.
9. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.
10. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

Advertisement for Bids
Information for and Instructions to Bidders
Bid Proposal and Bid Guaranty Bond
Contract (this document)
Change Orders
Addenda
Performance Bond, Labor and Material Payment Bond
Special Conditions
General Conditions
Technical Specifications
Notice of Award
Notice to Proceed
Plans and Drawings
Design Reports
Standard Specifications
Insurance Certificates

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to

describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds
4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

11. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
 - B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
 - C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

- D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
 - E. **Contractor has given the City Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents** and the written resolution thereof by City Engineer is acceptable to Contractor.
 - F. Contractor has attended mandatory pre-bid meetings and walk-throughs.
12. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
13. City and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
14. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.
15. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
16. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other

agreement from any amounts owed to Contractor under this Agreement.

17. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

CONTRACTOR: Hope Construction LLC

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

BY: _____

NAME: _____

APPROVED AS TO LEGAL FORM:

BY: _____

(City Attorney)

DATE: _____



**CITY COUNCIL
AGENDA BILL**

**AB 3053
May 14, 2024
Consent Items**

Agenda Item: 3g
Proposed Action & Subject: Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and Arizona Department of Transportation regarding the design of Brewer Road Shared Use Path in the approximate amount \$129,578.

Department	Public Works
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	SIM Update April 24, 2024
Exhibits	Exhibit A. IGA Exhibit B. Award Letter Exhibit C. Resolution

Finance Approval	Reviewed RMS 5/6/24	Expenditure Required	
City Attorney Approval	Reviewed 5/6/24 KWC		\$ 7,386
City Manager's Recommendation	Recommend approval 5/6/24 ABS		Amount Budgeted
		\$ 1,117,190	
		Account No. 22-5320-89-68E6 (Description)	

SUMMARY STATEMENT

Background:

In 2023, the City applied for the Transportation Alternatives Program through ADOT to request funding for the design of a 8'-10' wide shared-use path along Brewer Rd. The proposed path will connect the Ranger Station Park shared use pathway to the USFS Brewer Trailhead, west of Juniper Dr, approximately 1,650 ft in length.

The total design cost budgeted through this IGA is \$129,578, where ADOT's contribution is 94.3% or \$122,192 and the City's contribution is 5.7% or \$7,386.

The IGA calls for the remainder of the design process to be administered by ADOT as project lead. The City has provided 30% design plans. ADOT is advertising for a consultant to complete the design to 100% construction plans and environmental assessments. This IGA is for design only, and we plan to pursue similar funding opportunities for the construction phase.



Figure 1: Proposed Path Alignment

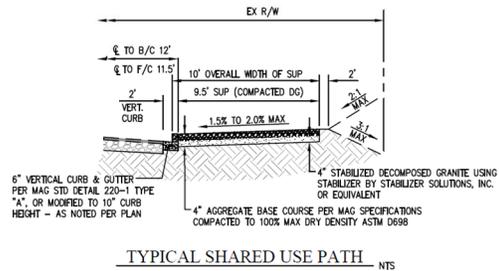
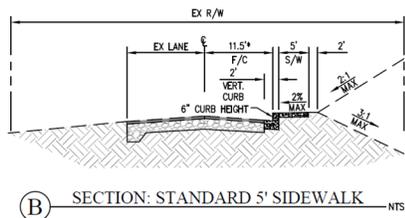
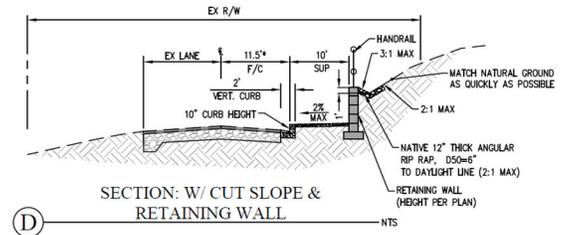
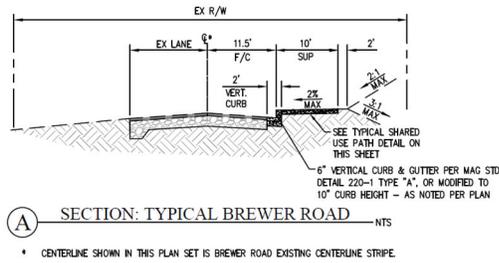


Figure 2: Typical Cross Sections

Climate Action Plan/Sustainability Consistent: Yes

In the Climate Action Plan, transportation related desired actions included bike/pedestrian infrastructure, and reduced congestion. Identified strategies include developing and maintaining a safe, convenient, and effective system for walking, biking and other active forms of transportation. This project addresses those desired actions and strategies.

Board/Commission Recommendation: Not Applicable

Alternative(s): Not approving this project will result in a missed partnership opportunity with ADOT to provide a more walkable and bike-able community in this neighborhood as discussed in many plans, citizen surveys and from the residents in this area.

MOTION

I move to: approve Resolution 2024-__ authorizing the execution of an Intergovernmental Agreement between the City of Sedona and Arizona Department of Transportation regarding the design of Brewer Road Shared-Use Path in the approximate amount of \$129,578.

ADOT CAR No.: IGA 24-0009585-I
AG Contract No.: P0012024000413
Project Location/Name: Brewer Road
Shared Use Pathway
Type of Work: Shared Use Pathway
Federal-aid No.: SED-0(203)T
ADOT Project No.: T0537 01D 03D
TIP/STIP No.: TAP 04-001
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The improvements proposed in this Agreement, include performing a National Environmental Policy Act (NEPA) analysis and design for an 8’ to 10’ wide shared use pathway along the west side of Brewer Road between Ranger Road and Brewer Trailhead, approximately 0.4 miles, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$129,578, which includes federal aid and the Local Agency’s match. The State will administer the design. The construction phase will be addressed in a separate agreement, if applicable.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710 and the Local Agency's share of the Project design costs, estimated at \$5,676. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
 - c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the

Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

3. The Local Agency will:

- a. Designate the State as the Local Agency's authorized agent for the Project.
- b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$1,710 and the Local Agency's share of Project design costs, estimated at \$5,676. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
- c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
- d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- e. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- f. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- g. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- h. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- i. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. **Cancellation.** This Agreement may be cancelled at any time so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused

by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. As applicable, the State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for **Road and Bridge Construction**, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping and design under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Sedona
Attn: Sandra Phillips
102 Roadrunner Drive
Sedona, AZ 86336
928.203.5076
SPhillips@SedonaAZ.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Sedona
Attn: Sandra Phillips
102 Roadrunner Drive
Sedona, AZ 86336
928.203.5076
SPhillips@SedonaAZ.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Sedona
Attn:
Address
City, AZ Zip Code
Phone #
Email

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF SEDONA

By _____ Date _____
SCOTT JABLOW
Mayor

ATTEST:

By _____ Date _____
JOANNE COOK
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Sedona, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Division Director

A.G. Contract No. P0012024000413 (ADOT IGA 24-0009585-I), an Agreement between public agencies, the State of Arizona and the City of Sedona, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0537 01D/03D

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$ 28,290
Local Agency's match @ 5.7%	1,710
	\$ 30,000
Subtotal - PDA	\$ 30,000

Scoping/Design:

Federal-aid funds @ 94.3%	\$ 93,902
Local Agency's match @ 5.7%	5,676
	\$ 99,578
Subtotal - Scoping/Design	\$ 99,578

Estimated TOTAL Project Cost **\$ 129,578**

Total Estimated Local Agency Funds **\$ 7,386**

Total Federal Funds **\$ 122,192**


Multimodal Planning

Katie Hobbs, Governor
Jennifer Toth, Director
Greg Byres, Deputy Director for Transportation/State Engineer
Paul Patane, MPD Director

December 4, 2023

Ms. Sandra Phillips
 City of Sedona
 102 Roadrunner Drive
 Sedona, AZ 86336-3710

Re: Transportation Alternatives Program Funding
 Project Name: Brewer Road Shared-Use Path
 STIP #: 104245

Dear Ms. Phillips:

Congratulations! The Arizona State Transportation Board approved federal Transportation Alternatives (TA) funding for the above referenced project on November 17, 2023 as follows:

Source	Design Funding FY 2024	Source	Construction Funding FY XXXX
Federal TA (94.3%)	\$122,192	Federal TA (94.3%)	\$N/A
Local Match (5.7%)	\$7,386	Local Match (5.7%)	\$N/A
Local (Over match/100%)	\$	Local (Over match/100%)	\$N/A
Estimated Total	\$129,578	Estimated Total	\$N/A

Please note design and/or construction funds have been awarded from the Five Year Transportation Construction Facilities Program for the years indicated above and expire on June 30th of the applicable year. Neither the State Transportation Board nor ADOT guarantees funds will be available for projects that do not proceed in a timely manner. Projects requesting deferrals may be required to recompile in a future round.

The Project Sponsor is responsible for providing the required local match and any additional funding required for the project before work may begin. ADOT will administer the project to ensure all federal aid requirements are met.

Because we are on such a tight schedule for FY 2024, please note the following deadlines to ensure your project can authorize and begin work before the end of the fiscal year:

1. **Project Initiation** - Project Sponsors should expeditiously submit a project initiation packet to the ADOT Local Public Agency (LPA) Section to begin the Project Development Process. Here is a link to [ADOT Project Initiation](https://azdot.gov/business/programs-and-partnerships/local-public-agency/project-initiation) (<https://azdot.gov/business/programs-and-partnerships/local-public-agency/project-initiation>). Please submit your initiation request no later than December 31, 2023 to facilitate development and timely approval of the required Intergovernmental Agreement (IGA). For other questions on project initiation, contact Mark Henige at mhenige@azdot.gov.
2. **Programming** - Please ensure that this project is programmed in the regional Transportation Improvement Program (TIP) for the correct funding amount and the correct FY, and that all funding sources and project phases are identified showing a fully funded project no later than January 31, 2024.
3. **IGA Approval** - Please note the State Transportation Board expects awarded projects to proceed in a timely manner. As a result, please work within your governing board (e.g. local or Tribal government) process to secure approval of the IGA no later than February 29, 2024.
4. **Local Funding** - Upon execution of the IGA, ADOT will invoice the Project Sponsor for the required local match and any additional local funds required. To ensure funding awarded for FY 2024 does not lapse, Project Sponsors should work with their financial departments to send the funds to ADOT, when invoiced by ADOT, no later than March 31, 2024.
5. **Federal Authorization** - Upon receipt of local funds, ADOT will secure federal authorization of the TA funds. Any projects not authorized by April 19, 2024 are at risk of losing FY 2024 funding and may have to reapply through a future TA competition.
6. **Work Starts** - Only after federal authorization can ADOT begin the process of scoping, selecting a design consultant, or bidding for construction, etc., as applicable.

Please note that this award notification does not give you authorization to begin work. Federal funding authorization will be requested by ADOT through the Development process. Any work performed prior to federal authorization is not eligible for reimbursement.

For other questions you have, please contact Elaine Mariolle, Transportation Alternatives Program Manager at TAProgram@azdot.gov.

Sincerely,

DocuSigned by:

Paul Patane
574C40B9C9A84DC...

ADOT MPD Director

Cc: Northern Arizona Council of Governments (NACOG)
Kristine Ward, ADOT
Clemenc Ligocki, ADOT

Elise Maza, ADOT
Bret Anderson, ADOT
Lisa Danka, ADOT
Meagan Bell, ADOT
Jason James, ADOT
Mark Hoffman, ADOT
Myrna Bondoc, ADOT
Will Randolph, ADOT
Don Sneed, ADOT
Paula Brown, ADOT

RESOLUTION NO. 2024-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE BREWER ROAD SHARED USE PATHWAY; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Sedona (“City”) and the State of Arizona, acting by and through its Department of Transportation (“ADOT”), have prepared an Intergovernmental Agreement (IGA) for the Brewer Road Shared Use Pathway; and

WHEREAS, the City and ADOT are mutually agreeable to entering into an IGA and desire to partner in the performing a National Environmental Policy Act (NEPA) analysis and completing the design of an 8’ to 10’ wide shared use pathway along the west side of Brewer Road between Ranger Road and Brewer Trailhead, approximately 0.4 miles; and

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into an IGA and by this resolution has authorized the undersigned to execute the IGA on behalf of the City; and

WHEREAS, the City has reviewed the terms of the IGA and determined that it is in the proper form required by A.R.S. §§ 11-951 through 11-954.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the State of Arizona for the Brewer Road Shared Use Pathway, and the Mayor is authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 14th day of May, 2024.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3056
May 14, 2024
Consent Items**

Agenda Item: 3h
Proposed Action & Subject: Approval of a contract amendment for DVA in the amount of \$150,000 to account for the Summer Stewardship Destination Marketing Campaign (Embrace the Moment).

Department	City Manager
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	March 27, 2024
Exhibits	A. Amendment #1 to the DVA Professional Services Agreement

Finance Approval	Reviewed RMS 5/6/24	
City Attorney Approval	Reviewed 5/6/24 KWC	Expenditure Required
		\$ 150,000
City Manager's Recommendation	Recommend approval as the contract amendment implements the Council's direction from March 27, 2024. ABS 5/6/24	Amount Budgeted
		\$ 2,500
		Account No. 10-5330-01-6413 (Description) (Marketing) 450,000 10-5246-01-6761 (Contingencies)

SUMMARY STATEMENT

Background:

The “Embrace the Moment” campaign concept was approved by City Council during the work session on March 27, 2024. To execute the campaign staff is requesting approval to spend \$150,000 for the 2024 Summer Stewardship Destination Marketing Campaign. If approved, the contract with Day Vengley & Associates Advertising and Public Relations (DVA) will be amended from the original approved amount of \$281,000 to a new contract value of \$431,000. DVA’s original contract included work on a mini destination marketing campaign (the recent Winter 2023/2024 Campaign), and a still-to-come full destination marketing campaign that reflects the new Tourism Program brand currently being developed. With the brand not yet completed, this Summer Stewardship Campaign acts as a bridge to the eventual full destination marketing campaign. The scope of work for this amendment is noted in Exhibit A, which includes asset production and photoshoot (photography and videography), media planning and buying, advertising, sustainability messaging, and ad placement costs.

The work is conducted on a Time and Materials Basis with a Not to Exceed Amount as set forth in the original contract.

Schedule:

The campaign is expected to begin May 15, 2024.

Budget:

The \$150,000 will be used from FY24 contingency. To cover the overall need for the Marketing account, \$450,000 is requested. This includes the original \$281,000 DVA contract, the \$150,000 contract amendment, and miscellaneous expenses. The “Embrace the Moment” campaign concept was approved by City Council during the work session on March 27, 2024. Council’s approval on this consent item will give staff the spending authority to execute the campaign, and amend DVA’s contract, aligning with the City’s procurement policy.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Recommended by the Tourism Advisory Board (TAB).

Alternative(s): None

MOTION

I move to: approve Amendment #1 to the DVA Professional Services Agreement in the amount of \$150,000 to account for the Summer Stewardship Destination Marketing Campaign (Embrace the Moment), and to approve the transfer of \$450,000 in contingency funds to the marketing fund.

**AMENDMENT # 1
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment to the Professional Services Agreement (“Agreement”) by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Day Vengley & Associates dba DVA Advertising & Public Relations (“CONSULTANT”) is made and entered into on this ____ day of _____, 20 ____ (“Effective Date”).

RECITALS

- A. WHEREAS, CITY and CONSULTANT previously entered into an Agreement for CONSULTANT to perform certain professional consulting and coordinating services for CITY, in connection with branding and marketing services (the “Project”) on or about the 25th day of October, 2023; and
- B. WHEREAS, CITY and CONSULTANT now desire to amend that Agreement to assist with a summer destination marketing campaign.

AMENDMENT

The parties agree to amend the following section(s) of the Agreement as follows:

1. SCOPE OF WORK.

A. Scope of Work.

The “Scope of Work” attached as Exhibit A to the Agreement is amended as follows: Consultant shall provide additional services to deliver a 2024 Summer Stewardship Campaign.

Exhibit A, Applicable Sections as Amended, is attached hereto and incorporated by this reference.

2. COMPENSATION; BILLING.

A. Compensation.

The not to exceed amount of compensation the City agreed to pay the CONSULTANT is amended from \$281,000.⁰⁰ to **\$431,000.⁰⁰**.

Exhibit A, Compensation as Amended, is attached hereto and incorporated by this reference.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

**Day Vengley & Associates dba
DVA Advertising & Public Relations**

By: _____

Title: _____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT



DVA ADVERTISING & PUBLIC RELATIONS

DVA Advertising and Public Relations
221 NE Hawthorne Ave. #200
Bend, OR 97701
www.dvaadv.com

To:
Lauren Browne
Communications Director

April 29, 2024

City Manager's Office
102 Roadrunner Drive
Sedona, AZ 96336
(928) 203-5068

The following outline is an approximation of the charges related to the 2024 Summer Stewardship Campaign that, in concept, was approved by Sedona City Council.

- Asset production and photoshoot: \$40,000
- Media planning and buying: \$5,000
- Destination Attraction Marketing
 - Programmatic Advertising, Datafy LLC \$80,000
- In-Market Sustainability Messaging
 - Meta Marketing, Meta Platforms Inc. \$20,000
 - Google Search, Alphabet Inc. \$5,000

TOTAL CAMPAIGN SPEND \$150,000

Thank you,

Mary Angelo
Partner/Director of Client Services



**CITY COUNCIL
AGENDA BILL**

**AB 3057
May 14, 2024
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible action regarding the approval of a Construction Manager at Risk (CMAR), Construction Services contract for the Uptown Sedona Parking Garage Project with McCarthy Building Companies, Inc. in an amount not-to-exceed \$17,545,098; and discussion/possible action regarding the approval of a Contract Amendment with Gabor Lorant Architects, Inc in the amount of \$154,070.00 for additional professional services associated with design of the Uptown Sedona Parking Garage.

Department	Public Works
Time to Present	40 Min.
Total Time for Item	120 Min.
Other Council Meetings	December 10, 2019; February 25, 2020; November 24, 2020; January 12, 2021; May 25, 2021; September 15, 2021; March 14, 2023; June 27, 2023; August 9, 2023; November 15, 2023.
Exhibits	A. Draft CMAR, Construction Services Contract B. Amendment #4, Professional Services Agreement

Finance Approval	Reviewed 5/7/24		
City Attorney Approval	Reviewed 5/6/24 KWC	Expenditure Required	
		\$ 17,545,098; and \$ 154,070.00	
		Amount Budgeted	
		\$ 22,942,770; and \$ 950,840	
City Manager's Recommendation	Recommends approval ABS 5/7/24	Account No. (Description)	22-5320-89-68A4 Construction-Uptown Parking Garage (SIM-03a); and 22-5320-89-68A4 Design-Uptown Parking Garage (SIM-03a)

SUMMARY STATEMENT

Staff are requesting approval of a Construction Manager at Risk, Construction Services contract with McCarthy Building Companies, Inc for the Uptown Sedona Parking Garage, SIM-03A (Parking Garage).

The Construction Manager at Risk (CMAR), Construction Services contract is supplemental to the previously approved CMAR, Design Services contract and defines the responsibilities for construction of the Parking Garage by the CMAR. The CMAR delivery method utilized for the Parking Garage integrates the construction firm/manager/CMAR into both the design and construction aspects of the project. In this manner the construction firm/manager/CMAR, acts in an advisory role lending oversight for the projects design, planning, and construction to provide better efficiency of the costs, and delivery schedule. The construction firm/manager/CMAR delivery method facilitates the City and the Architect in resolving common issues/concerns of constructability, cost, material selection, time/availability, value engineering, and phasing/planning of the construction.

Background:

HISTORICAL PERSPECTIVE

This project is associated with the Sedona Transportation Master Plan (TMP, January 2018) – Strategy 3, Uptown Sedona Parking Improvements. The intent of this strategy being to expand parking areas by providing additional parking lots, added on-street parking, or a new parking garage.

In early 2019, a draft Community Focus Area (CFA) Plan was initiated for Uptown Sedona (“Plan Uptown”). The first major objective of the CFA Plan was to analyze current parking conditions and make recommendations regarding current and future parking needs. In May 2019, the City contracted with Walter P. Moore to prepare an Uptown Sedona Parking Facility Needs, Siting and Design Concept Assessment to analyze the current parking conditions and demand and make recommendations for alternatives that accommodate current and future parking needs. Walter P Moore, working in conjunction with staff and the Uptown Parking Advisory Committee completed the analysis and provided their recommendations in a draft report to the City Council on December 10, 2019. The report explored and assessed nine sites for additional parking through either surface lots or parking garages and determined the North Forest site to be most advantageous for the following reasons:

- The site is in an area of high demand for employee parking.
- The site provides potential for consolidation of new parking supply.
- The site is located on a hillside and can easily conceal a new parking structure.
- The site is on the opposite side of Uptown from the largest current parking supply, the Municipal Lot, providing a greater distribution of parking.
- The location of the site is on the southern end of Uptown, helping to mitigate the number of vehicles traveling throughout the most congested parts of Uptown.
- The site has good access for vehicular traffic near SR 89A.
- The site has potential for integration with a transit system.

A final report was provided to the City Council on February 25, 2020, at which time the Council provided directions to proceed with a parking structure at the Forest Road site, which provided for a three-level garage with one level below grade. Additional direction was also provided for the acquisition of the property associated with a Parking Garage on the Forest Road site.

Consistent with Council direction, staff initiated the development of a scope of work and a Request for Qualification (RFQ) that would serve in soliciting the qualifications of interested Architecture/Engineering consulting firms for the design of the three-level parking garage. The RFQ was advertised on September 9, 2020, and the city received a total of 11 statements of qualification from interested firms. The top ranked architecture firm of Gabor Lorant Architects, Inc was selected for the work and subsequently contracted for the design of the parking structure. A contract with Gabor Lorant Architects was approved by Council on November 24, 2020.

In pursuit of the CMAR approach to completing construction of the project the City issued a public notice on March 23, 2021, seeking sealed Statements of Qualification for design phase and construction services as a CMAR for the construction of the Uptown Sedona Parking Garage Project. A total of five proposals were received from interested firms, which were reviewed and ranked by a 6-person selection committee. The selection committee unanimously ranked McCarthy Building Companies, Inc the top ranked or best firm for completing the design phase and construction services as CMAR on the project. A contract with McCarthy Building Companies was approved by the Council on May 25, 2021.

An application for a Community Plan Amendment and Zone Change for the Parking Garage site was submitted to the Community Development Department on March 1, 2021. On July 6, 2021, Community Development staff represented the recommendation to the Planning and Zoning Commission for a Major Community Plan Amendment to the Future Land Use Map and Zone Change for the proposed Parking Garage site located across two adjoining parcels at 430 and 460 Forest Road. At that time the Planning and Zoning Commission unanimously moved to forward a recommendation of approval to the City Council regarding the Major Community Plan Amendment and Zone Change. On September 15, 2021, City Council gave final approval to the Major Community Plan Amendment and Zone Change recommendations made by the Planning and Zoning Commission.

Following City Council direction, in October 2022, the Design Development of the Uptown Parking Garage was paused to conduct additional study on the need and siting recommendations for parking in the Uptown area. On March 14, 2023, a Professional Services Contract was presented and approved by Council for the purpose of an Uptown Parking Alternatives Analysis and Site Selection Study. On November 15, 2023, final recommendations from the Uptown Parking Alternative Analysis and Site Selection study were presented to the Council. While additional considerations were evaluated, in relation to the needs and siting of a garage, the recommended location was confirmed. At that point, Council directed staff to move forward with the Design Development and construction of the Parking Garage, with additional direction to develop a plan for employee parking, employ guidance technology in conjunction with the Parking Garage, finalize a plan for consolidation of existing public parking and restriction of non-resident parking on residential streets, and a financial plan for funding the Parking Garage on a user fee basis.



The sloped profile, with its submerged floors, gives the Uptown Garage a scale that is inviting, approachable and friendly.

Uptown Sedona Garage | Design Features



CMAR, DESIGN SERVICES

Development of a Guaranteed Maximum Price (GMP) occurred under the CMAR Design Services contract, which was issued to McCarthy Building Companies Inc. (McCarthy) following City Council contract approval on May 25, 2021. Since that time McCarthy was actively involved in the design of the project providing cost analysis, constructability review, and value engineering input. Final project design is nearly complete on the Parking Garage with the Architects formal final plans, based upon the final round of plan review and value engineering considerations, being anticipated for mid-May '24. Thereafter, CMAR, Design Services contract is anticipated to be completed by the end of May. The CMAR, Design Services current budget balance to finish is \$68,501 and no additional cost change to complete is anticipated.

CMAR, CONSTRUCTION SERVICES

It is recommended by staff that McCarthy Building Companies, Inc serve as the CMAR for construction of the Parking Garage having responsibilities of providing any and all labor, material, equipment, facilities and other ancillary services and items for the complete construction of the Parking Garage Project in accordance with contract terms for CMAR, Construction Services, provided in draft form as Exhibit A of this Agenda Bill.

In collaboration with the Architect (Gabor Lorant Architects), and CMAR (McCarthy Building Companies) staff has concluded negotiations for a Guaranteed Maximum Price (GMP) and recommends moving forward with a GMP contract price of \$17,545,098. This GMP price; however, will require City Council to provide staff direction to accept a value engineering cost item that reduces the size of the Photovoltaic Solar Array system from 292 panels to 86 panels.

The reduction in panels will provide power generation that more closely matches the energy demand of the Parking Garage and will save \$496,000 in construction cost. Staff recommends City Council proceed with this value engineering proposal, otherwise the GMP contract price basis will increase to \$18,041,098. The Budget section of the Agenda Bill provides a summary of the project construction costs.

ARCHITECT, DESIGN SERVICES AMENDMENT #4

Gabor Lorant Architects, Inc (GLA) is seeking consideration of a contract amendment for additional design services and escalated costs related to the stop-work delay and subsequent re-engagement of the project design. The value of the Amendment #4, as provided in Exhibit B of this Agenda Bill, is \$154,070. Staff finds the proposal and associated costs to be a reasonable and fair valuation of the additional services and escalatory costs associated with project delay.

Budget:

CMAR, CONSTRUCTION SERVICES

The Uptown Parking Garage (SIM-3a) project budget provides for construction related services/costs in the FY24, FY25 and FY26 budget years.

A summary of the construction services and costs associated with the CMAR, Construction Services contract is provided in **Table 1**. The table summary is spread across three categories of: Direct Costs; In-Direct Costs; and Value Engineering Subtractions & Additions. Combined they amount to \$18,041,098.00 and represent the total value of the construction, excluding the PV Solar System value engineering reduction.

TABLE 1 – SUMMARY OF CONSTRUCTION SERVICES AND COSTS**Direct
Costs**

CSI	Description	Total Unit Price
01	General Requirements	\$356,878.00
02A	Survey	\$48,079.00
03	Concrete	\$7,136,799.00
04	Masonry	\$432,118.00
05	Metals	\$1,074,510.00
06	Wood, Plastics & Composites (Rough Carpentry)	\$7,365.00
06B	Millwork	\$19,931.00
07	Thermal, Moisture Protection/Waterproofing	\$160,821.00
07C	Joint Sealants & Firestopping	\$39,930.00
07D	Roofing	\$56,960.00
08	Openings, Doors & Hardware	\$55,615.00
08B	Glass & Glazing	\$56,929.00
09	Finishes	
09A	Framing & Drywall	\$15,728.00
09B & D	Tile & Flooring	\$20,472.00
09E	Painting	\$108,125.00
10	Specialties (Fire Extinguishers, Signage, Toilet Partitions/Accessories)	
10A	Signage	\$50,000.00
10B	Specialties	\$7,910.00
11	Equipment (Elevator)	\$121,466.00
11A	Parking Control Equipment (Add Alternate)	
21	Fire Suppression/Protection	\$307,447.00
22	Plumbing	
23	HVAC	
22A&23A	Plumbing & HVAC	\$1,096,423.00
26	Electrical	
26A	Electrical (incl. FA, PV, & Security Rough-In)	\$2,049,854.00
27A	Communication- IT, Data, & Cabling	\$43,707.00
28A	Access Control - Card Readers & CCTV	
31	Earthwork - Finish/Final Grade	\$531,040.00
32	Exterior Improvements (Fencing, Gates, Landscaping, Pavement, Markings, Site Concrete)	
32A	Fencing & Gates	\$18,710.00
32B	Landscaping & Irrigation	\$266,691.00
32C	Asphalt Paving & Site Concrete (Incl. Striping)	\$195,335.00
33	Utilities (Stormwater Management, Water, Sewer, Storm Drains)	
33A	Site Utilities	\$923,716.00
SUBTOTAL		\$15,202,559.00

General Conditions \$1,014,584.00
TOTAL DIRECT COST **\$16,217,143.00**

In-direct Costs

Description	Unit Price
Bonds (Completion, Payment)	\$113,118.00
Insurance (General, Liability, Auto)	\$178,246.00
Builders Risk Insurance	\$15,375.00
CMAR Fee	\$856,952.00
Taxes (9.85% OF 65%)	\$1,085,577.00
Estimate Contingency (5%)	
Construction Contingency (3%)	\$459,956.00
SUBTOTAL	\$2,709,224.00
TOTAL DIRECT AND IN-DIRECT COSTS	\$18,926,367.00

Value Engineering Subtractions & Additions

Description	Total Unit Price
Permanent Shotcrete Walls ILO Masonry Basement Walls (Option A) - Breakdown of costs below (items a thru i):	(\$412,532.00)
<i>a: Remove Backfill</i>	(\$510,000.00)
<i>b: Remove Gray Block CMU Basement Walls</i>	(\$630,000.00)
<i>c: Add Closure Pour</i>	\$28,000.00
<i>d: Premium to add Bentonite Waterproofing ILO Fluid Applied at Shotcrete Walls</i>	\$15,000.00
<i>e: Add Design Impact Allowance (Coordination with Structure and Utilities)</i>	\$100,000.00
<i>f: Provide Permanent Shotcrete Layer (Or Final Layer)</i>	\$482,169.00
<i>g: Add Top of Wall Forming</i>	\$62,000.00
<i>h: Add Top of Wall Engineering</i>	\$1,500.00
<i>i: VA Design Contingency (~8.6%)</i>	\$38,799.00
Provide CMU Perimeter Walls ILO Concrete	(\$372,639.00)
Provide Z-purlins ILO HSS Members for PV	(\$62,100.00)
Adjust Trench Drains to multiple 3' 0" sections	\$23,400.00
Remove Exhaust Fan (EF-5) & Switch EFs Const. V.	(\$17,501.00)
Standard Cast Iron Waste Ilo Epoxy	(\$16,575.00)
Standard China Fixtures ILO Stainless Steel	(\$9,450.00)
Remove Heat Tracing HT-2, 3, & 5	(\$6,818.00)

Remove Immersion Heaters	(\$5,370.00)
Colored block to go gray block behind Gabion Walls	(\$5,128.00)
Remove Elevator OA Duct & Louver	(\$556.00)
TOTAL VALUE ENGINEERING ITEMS	(\$885,269.00)
CMAR'S TOTAL DIRECT, IN-DIRECT, & VALUE ENGINEERED GMP COSTS	\$18,041,098.00
CMAR Total Cost w/Reduction of PV Solar Array System (-\$496,000)	<u>17,545,098.00</u>

The City is managing other construction costs associated with the Parking Garage under separate contract(s) with other Contractors and or Utility Companies. A summary is provided in the following **Table 2**.

TABLE 2 – CITY SEPARATE CONTRACT WORK AND COSTS

Description	Total Unit Price
Site Excavation (VE reduction applied in subitem "a:" below)	\$3,022,600.00
<i>a: Value Engineering - Reduction for Overex @ Perimeter</i>	(\$200,000.00)
Temporary Shoring (Soil Nail and Gunite)	\$712,200.00
Paid Access Revenue Collection System	\$171,517.00
Access Control (CCTV, Card Readers, Strike Locks, etc.)	\$126,816.00
APS Transformer Relocation and Garage Service (approx.)	\$300,000.00
Owner Contingency	\$1,000,000.00

TOTAL \$5,133,133.00

The combined cost of the CMAR, Construction Services contract from Table 1 and the City Separate Contract Work and Costs from Table 2 represents the total anticipated construction cost of the Parking Garage of \$23,174,231.00.

The construction costs above represent an iterative process of design, design review, value engineering and collaboration from the whole Team represented by the Architect, CMAR, City Staff, Stakeholders, Planning and Zoning, and Council. A broad range of value engineering items were considered by the team having small and large cost impacts to the budget.

The final value engineering item to be considered, which would significantly reduce the construction budget, is a reduction in the size of the Photovoltaic Solar Array System (PV). Previously Council directed staff to include approximately 292 panels of PV in the design of the Parking Garage. After further consideration, during the design process, it was discovered that a smaller, more appropriately sized PV system, would only include 86 panels. This more closely matches energy production with the energy consumption of the Parking Garage. The smaller system would save an additional \$496,000 on the project budget. This reduces the CMAR Construction Services contract to \$17,545,098.00 and the total Parking Garage

construction budget to \$22,678,231.00. This reduction is included in the recommended contract amount.

The CMAR, Construction Services contract has been provided as Exhibit A.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

The Sedona In Motion program in general supports the six Vision Themes of the Sedona Community Plan.

- Environmental Stewardship: Conserves natural resources associated with wasteful vehicle operations due to congested travel time. The proposed Parking Garage will be designed and constructed following sustainability initiatives, including those outlined in the Parksmart program of Green Business Certification, Inc. A minimum Parksmart certification level of Bronze is targeted.
- Community Connections: Supports community connections through its emphases on public participation and involvement during design development and indirectly by improving mobility between gathering places in Uptown Sedona.
- Improved Traffic Flow: Reduces congestion and travel times and improves vehicle and pedestrian safety. The location of the Uptown Sedona Parking Garage will provide early parking opportunities for motorists arriving at the south end of Uptown. The garage will provide active intelligence to motorists, via phone app, on available parking.
- Walkability: Reduces vehicle and pedestrian conflicts improving walkability and safety via additional easy access parking.
- Economic Diversity: Improves opportunities to local resident and visitor access to multimodal transportation options such as bicycles/e-bikes, vehicle charging facilities, and transit (transit stop).
- Sense of Place: 1% of project expenditures will go towards the development of arts, cultural, or heritage. Project will be built consistent with local codes and with intention on preserving or complimenting the natural and scenic beauty of Sedona and the privacy of the adjoining residential neighborhood.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

1. Council could elect to not approve the contract for CMAR Construction Services and the Amendment #4 to the Professional Design Services contract. However, this action would delay construction and require a different construction process (i.e. new CMAR RFP, Design-Bid-Build, other).
2. Council could elect not to construct a parking garage or construct a smaller surface lot resulting in continued deficiency of parking facilities in the Uptown area.

MOTION

Staff Recommended Motion 1 (CMAR, Construction Services Contract):

I move to: approve award of a Construction Manager At Risk, Construction Services contract for the Uptown Sedona Parking Garage project to McCarthy Building Companies,

Inc in an amount not-to-exceed \$17,545,098 subject to approval of a written contract by the City Procurement Officer and City Attorney's office.

Staff Recommended Motion 2 (Amendment #4, Professional Services Agreement):

I move to: grant the City Manager authorization to approve Amendment #4 to the Professional Services Agreement with Gabor Lorant Architects, Inc in the amount of 154,070.00 for additional professional services associated with design of the Uptown Sedona Parking Garage.



City of Sedona, Arizona
Public Works

EXHIBIT A

Project: _____
Date: _____
Vendor: _____
Section/Job Order#/Description: _____
Document: CMAR

SIM-3A, UPTOWN SEDONA PARKING GARAGE PROJECT
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES CONTRACT

DATED

MAYOR
SCOTT JABLOW

VICE MAYOR
HOLLI PLOOG

CITY COUNCIL

MELISSA DUNN KATHY KINSELLA
BRIAN FULTZ JESSICA WILLIAMSON
PETE FURMAN

CITY MANAGER
ANETTE SPICKARD

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**CITY OF SEDONA, ARIZONA
PUBLIC WORKS**

**SEDONA IN MOTION- PROJECT 3A UPTOWN SEDONA PARKING GARAGE PROJECT CONSTRUCTION
MANAGER AT RISK CONSTRUCTION PHASE SERVICES**

THIS CONTRACT, hereinafter referred to as “Contract” or “Agreement”, made and entered by and between City of Sedona, an Arizona municipal corporation, hereinafter designated the “City” and McCarthy Building Companies, Inc, an Arizona corporation, hereinafter designated the “Construction Manager at Risk” or “CMAR” or “Contractor”.

RECITALS

- A. The Sedona City Code authorizes the Sedona City Manager to approve procurement of design services, construction, and construction services utilizing the Construction Manager at Risk job delivery method in accordance with the Arizona Revised Statutes (A.R.S.) Section 34-602 et. seq. and to execute contracts with the CMAR for design services, construction, and construction services.
- B. The City intends to construct the UPTOWN SEDONA PARKING GARAGE Project as more fully described in Exhibit A attached, hereinafter referred to as the “Project”.
- C. The City will provide construction administration services for this work.
- D. The CMAR has represented to the City the ability to provide construction management services and to construct the Project and based on this representation the City engages the CMAR to provide these services and construct the Project.
- E. A contract dated 3/6/2021 has been executed previously between City and CMAR to perform CMAR design phase services. Those services may continue during the duration of this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CMAR as follows:

ARTICLE 1 – DEFINITIONS

“Agreement” (“Contract”) means this written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

“Change Directive” means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

“Change Order” means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CMAR, agreeing to changes to a GMP. The Change Order will state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.

“City (“Owner””) means the City of Sedona, a municipal corporation, with whom CMAR has entered into this Contract and for whom the services are to be provided pursuant to this Contract. Regulatory activities handled by the City of Sedona are independent of any responsibilities of the City under this Agreement.

“City’s Representative” means the person designated in Article 8.3.1.2.

“City’s Senior Representative” means the person designated in Article 8.3.1.1.

“Construction Administration” means review of contract performance in a general sense or to the degree deemed appropriate by the Owner as necessary to determine if the work appears to comply with the contract requirements, and based upon such review determine appropriate payments to be made or other actions the Owner or its agent(s) should or may take under the contract provisions.

“Construction Documents” means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

“CMAR” means the firm selected by the City to provide construction services as detailed in this Agreement.

“CMAR’s Contingency” means a fund to cover cost growth during the project used at the discretion of the CMAR usually for costs that result from project circumstances. The amount of the CMAR’s Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CMAR’s Contingency is described in Article 5.1.2.3.

“CMAR’s Representative” means the person designated in Article 8.3.2.2.

“CMAR’s Senior Representative” means the person designated in Article 8.3.2.1.

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and the CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

“Contract Price” means the amount or amounts set forth in Article 5.

“Construction Fee” means the CMAR’s administrative costs, home office overhead, and profit.

“Contract Time” means the Days as set forth in Article 4; the period of time, including authorized adjustments, allotted in the Contract Documents for Final Acceptance of the Work.

“Cost of the Work” means the direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the CMAR’s Construction Fee, General Conditions Costs, and taxes.

“Critical Path” means the sequence of activities from the start of the Work to the Final Acceptance of the Project. Any delay in the completion of these activities will extend the Final Acceptance date.

“Day(s)” mean calendar days unless otherwise specifically noted in the Contract Documents.

“Design Phase Contract” means the agreement between the City and CMAR for the Services provided by the CMAR during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimate(s), subcontractor bid phase services and GMP preparation.

“Design Professional” means a qualified, licensed design professional who furnishes design and/or construction administration services required for the Project.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered in the execution of the Work and generally recognized as inherent in the Work, or in the performance of reasonable and prudent due diligence on the part of the CMAR.

“Final Acceptance” means the completion of the Work as prescribed in Section 4.2.

“Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Final Acceptance date.

“General Conditions Costs” includes, but is not limited to the following types of costs for the CMAR during the construction phase: (i) payroll costs for project manager or CMAR for work conducted at the site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management or working personnel resident and working at the site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the site, (vii) costs of liability insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of the CMAR or Subcontractors.

“Guaranteed Maximum Price” or “GMP” means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR’s Contingency.

“GMP Contract” means the UPTOWN SEDONA PARKING GARAGE Project Construction Manager at Risk Construction Services Contract.

“GMP Plans and Specifications” means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the CMAR to start Work.

“Owner’s Contingency” means a fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes. The amount of the Owner’s contingency will be set solely by the Owner and will be in addition to the project costs included in the CMAR’s GMP packages. Use and management of the Owner’s contingency is described in Article 5.1.4.

“Performance Period” means the period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated within each GMP and shown on the Project Schedule.

“Payment Request” means the City form used by the CMAR to request progress payments for Work in accordance with Article 7.

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

“Project” means the work to be completed in the execution of this Agreement as may be amended from time to time and as described in the Recitals above and in Exhibit A attached.

“Project Record Documents” means the documents created pursuant to Article 2.10.

“Samples” means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which the Project is located generally described as 460 and 430 Forest Road.

“Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor” means an individual or firm having a direct contract with the CMAR or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the construction phase Work for which the CMAR is responsible.

“Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can use the Project or a portion thereof for its intended purposes. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to Section 2.4.3.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

“Work” means the entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – CMAR’S SERVICES AND RESPONSIBILITIES

2.0 The CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Sedona, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project’s Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CMAR’s Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CMAR’s Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR’s Representative may be replaced only with the written consent of City.

2.1.2. *Section intentionally left blank*

2.2 Prohibition on Discrimination

2.2.1 CMAR, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. “Discrimination” means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Sedona City Code Section 9.30.030))

2.3 Government Approvals and Permits

2.3.1 Unless otherwise provided, CMAR shall obtain or assist the City to obtain all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CMAR is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

2.3.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Sedona Fire District permits, a copy of the application for permit shall also be provided to the City’s Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.3.3 *Section intentionally left blank*

2.3.4 CMAR shall be responsible for all other permits and review fees not specifically listed in this Agreement.

2.3.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Final Acceptance of the Project. Arrangements for construction of the water system are the CMAR's responsibility.

2.4 Pre-construction Conference

2.4.1 Prior to the commencement of any Work, the City's Representative will schedule a Pre-construction conference.

2.4.2 The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved during construction.

2.4.3 The Notice to Proceed date will be negotiated between the City and the CMAR. After the pre-construction conference a Notice to Proceed letter will be issued confirming the construction start date, Performance Period and if applicable, conditions of Substantial Completion, and the Final Acceptance date.

2.4.4 *Section intentionally left blank*

2.4.5 The CMAR shall provide a schedule of values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying the CMAR's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.4.6 Minimum attendance by the CMAR shall be the CMAR's Representative, who is authorized to execute and sign documents on behalf of the CMAR, the job superintendent, the CMAR's safety officer, and a representative for each specialty sub-contractor.

2.5 Control of the Work

2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.5.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall, at all times, exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.5.3 CMAR or the CMAR's Superintendent shall be present at the Site at all times in which construction activities are taking place.

- 2.5.3.1** All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.
- 2.5.3.2** In the event of noncompliance of this Section, the City may require the CMAR to stop or suspend the Work in whole or in part.
- 2.5.4** Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.
- 2.5.5** Before ordering materials or doing work, the CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the work.
- 2.5.6** The CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.
- 2.5.7** The CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of the same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.
- 2.5.8** Any person employed by the CMAR or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The CMAR or Subcontractor shall keep the City harmless from damages or claims, which may occur in the enforcement of this Section.
- 2.5.9** CMAR assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.5.10** CMAR shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6 Control of the Work Site

- 2.6.1** Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site

reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.6.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City.

2.6.3 CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the phasing and coordination of all work to minimize disruption to building occupants and facilities, traffic flow and normal City services.

2.6.4 Only materials and equipment, which are to be used directly in the Work, shall be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.

2.7 Shop Drawings, Product Data and Samples

2.7.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents. In light of this, it is understood that City review of submittals or approval of same does not constitute a change of contract provisions. Such changes if made must be made by Contract Change Orders.

2.7.2 The CMAR shall review, approve, verify, and submit to the City one electronic copy of each Shop Drawing, Product Data, and similar submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Contractor shall supply City with one physical product and/or material samples required by the Contract Documents. Submittals made by the CMAR, which are not required by the Contract Documents, may be returned without action.

2.7.3 The CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals.

2.7.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked

and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.7.5 The CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City 's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.

2.7.6 The CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.

2.7.7 Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.7.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.8 Quality Control, Testing and Inspection

2.8.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.8.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.8.3 *Section intentionally left blank*

2.8.4 *Section intentionally left blank*

2.8.5 CMAR shall be responsible for all required testing and inspection of materials and installations to assure compliance with contract requirements. City shall be provided with those tests and inspection results upon request or as otherwise required by the contract documents.

2.8.5.1 When the first and subsequent tests and inspections indicate noncompliance with the Contract Documents, all retesting and reinspection shall be performed by the same testing agency, unless written approval is received for another agency from City. Such approval shall not be unreasonably withheld.

2.8.5.2 The CMAR will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.5.3 The City may contract with a third-party testing agency, at no cost to the CMAR, to conduct its

own quality control testing and inspection or to verify CMAR's test results.

2.8.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the CMAR, unless otherwise provided in the Contract Documents.

2.8.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of the CMAR and paid by the CMAR.

2.9 Trade Names and Substitutions.

2.9.1 Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute or alternate items may be permitted, subject to the following:

2.9.1.1 The substitution shall be submitted by CMAR in writing to the City.

2.9.1.2 The CMAR shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.9.1.3 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.9.1.4 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.9.1.5 The CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.9.1.6 The City will make the final decision and will notify the CMAR in writing as to whether the substitution has been accepted or rejected.

2.9.1.7 If the City does not respond in a timely manner, the CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.10 Project Record Documents

2.10.1 During the construction period, the CMAR shall maintain at the jobsite a set of blue-line or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.10.2 The CMAR shall mark these drawings to indicate the actual installation where the installation

varies appreciably from the original Construction Documents. Give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits
- Revisions to electrical circuitry
- Actual equipment locations
- Locations of concealed internal utilities
- Changes made by Change Order
- Details not on original Contract Drawings

2.10.3 Mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.10.4 Mark Project Record Drawings sets with red erasable colored pencil.

2.10.5 Note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.6 The CMAR shall as a condition of Final Acceptance, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

2.10.7 Upon receipt of the reviewed Project Record Drawings from the City, the CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.10.7.1 A complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Sedona CADD technology. The Design Professional will provide files of the original Construction Documents to the CMAR for the use of preparing these final Project Record Drawings or the CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.10.7.2 A complete set of printed record drawings from the final AutoCAD drawings.

2.10.7.3 The original copy of the Project Record Drawings (redline mark-ups).

2.11 Project Safety

2.11.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and

programs related to the performance of the Work.

- 2.11.3** CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.
- 2.11.4** The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.
- 2.11.5** CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.
- 2.11.6** CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 2.11.7** CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12 Warranty

- 2.12.1** CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.
- 2.12.2** CMAR's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CMAR or anyone for whose acts CMAR may be liable.
- 2.12.3** CMAR's warranty obligation shall be for two years after Final Acceptance.
- 2.12.4** Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR will provide City with all manufacturers' warranties upon Final Acceptance.

2.13 Correction of Defective Work

- 2.13.1.** CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two years from the date of Final Acceptance of the Work or any portion of the Work, or within

such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

- 2.13.2.** During the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City will commence correction of such nonconforming Work with its own forces.
- 2.13.3.** CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City will commence correction of such nonconforming Work with its own forces.
- 2.13.4.** If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.
- 2.13.5.** Nonconforming Work that creates an emergency requiring an immediate response, the CMAR will respond and initiate corrections within twenty-four hours.
- 2.13.6.** The two-year period referenced in Section 2.12 above applies only to CMAR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CMAR's other obligations under the Contract Documents.

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 City shall furnish at the CMAR's request, at no cost to the CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with City of Sedona CADD technology. This section is not applicable to the Sedona in Motion- Project 3A Uptown Sedona Parking Garage Project Contract.

3.2 City's Representative

3.2.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CMAR with prompt notice if it observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CMAR. The inspector is for the purpose of assisting the City's Representative only and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory.

3.2.3.1 Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector shall endeavor to provide protection against defects and deficiencies in the Work.

3.2.3.2 The inspector will be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.3 The inspector will not be authorized to issue instructions contrary to the Construction Documents or to act as foremen for the CMAR.

3.2.3.4 The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.5 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequenced or procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract as well as other firms hired by the City shall be furnished to the CMAR. The CMAR shall not have any right however, to limit or

restrict any contract modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work, and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents, and to require additional inspection or testing of the construction in accordance with Section 2.8.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon the CMAR's submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.7.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The design Professional's response to such requests will be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1. Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CMAR.

3.4 City's Separate Contractors

3.4.1 City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections.

3.5.1 If requested by the CMAR, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.5.2 Regulating agencies of the City, such as Developmental Services, Planning Departments, and Sedona Fire District enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

ARTICLE 4 - CONTRACT TIME

4.0. Contract Time

4.0.1. Contract Time for the Uptown Sedona Parking Garage Project Contract shall start with the Notice to Proceed for each division and end with Final Acceptance.

4.0.1.1. This GMP will establish a Performance Period. The Performance Period shall be 365 calendar days for the entire work.

4.0.2. CMAR agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.

4.0.3. All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.1. Substantial Completion

4.1.1. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

4.1.2. Prior to notifying the City in accordance to Division 4.1.3 below, the CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.

4.1.3. CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4. Within five (5) days of City's receipt of CMAR's notice, City and CMAR will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5. If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Final Acceptance, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6. City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Division 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy will not interfere with CMAR's completion of the remaining Work.

4.2. Final Acceptance

4.2.1. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance by the City, City and CMAR will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.

4.3. Liquidated Damages

4.3.1. CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, City will suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City One Thousand Seven Hundred and Eighty dollars (\$1,780) as liquidated damages for each Calendar Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted.

4.4. Incentive Bonuses.

4.4.1. There are no incentive bonuses for this project.

4.5. Project Schedule

4.5.1. The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

4.5.2. The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.5.3. Updated Project Schedule shall be submitted at least monthly to the City as part of the Payment Request.

4.5.3.1. CMAR shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.5.3.2. With each schedule submittal the CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate.
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Notice of potential impact of the delay on other activities, milestones, and on the date of Substantial Completion or Final Acceptance.
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Final Acceptance date status:
 - If ahead of schedule, the number of calendar days ahead.

- If behind schedule, the number of calendar days behind.
 - Other project or scheduling concerns
 -
- 4.5.4.** City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- 4.5.5.** The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.
 - 4.5.5.1.** The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CMP diagram shall be presented in a time scaled graphical format for the Project as a whole.
 - 4.5.5.2.** The CPM diagram schedule shall indicate all relationships between activities.
 - 4.5.5.3.** The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
 - 4.5.5.4.** The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.
 - 4.5.5.5.** The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
 - 4.5.5.6.** The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CMAR activities.
 - 4.5.5.7.** The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site.
- 4.5.6.** The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 4.5.7.** Float time shall be as prescribed below:
 - 4.5.7.1.** The total Float within the overall schedule, is not for the exclusive use of either the City or the CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.
 - 4.5.7.2.** The CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Final Acceptance date.
 - 4.5.7.3.** Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays

on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Final Acceptance date is also exceeded.

ARTICLE 5- CONTRACT PRICE

- 5.0.** The CMAR agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved Guaranteed Maximum Price.
- 5.1. Contract Price.**
- 5.1.1.** The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as Exhibit B.
- 5.1.2.** Guaranteed Maximum Price is composed of the following not-to-exceed cost reimbursable and lump sum amounts defined below. The CMAR is at risk to cover any additional Project costs. Any amounts in excess of the actual Cost of the Work, CMAR's Contingency and/or taxes shall revert to the City.
- 5.1.2.1.** The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.
- 5.1.2.2.** The General Conditions Costs and the Construction Fee are firm fixed lump sums.
- 5.1.2.3.** CMAR's Contingency is an amount the CMAR may use under the following conditions: (1) for increases in the Cost of the Work subject to written agreement from the city of conformance with the circumstances for which the contingency was developed as described for the contingency item in the CMAR's cost proposal, or (2) with written approval of the City for increases in General Condition Costs. CMAR's Contingency is assumed to be a direct project cost and so has received all markups at the time of GMP submission.
- 5.1.2.1** When the CMAR utilize CMAR's Contingency funds, the CMAR shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CMAR shall deduct the amount of CMAR's Contingency funds used from the CMAR's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CMAR's Contingency funds are used for a new line item that was not given with the original schedule of values that will be so indicated.
- 5.1.3** Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
- 5.1.4** Owner's Contingency is funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes. Owner's Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CMAR at the time that Owner's Contingency is used.
- 5.1.5** The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

- 5.1.5.1** GMP amendments are accumulative except for contingency. The amount of contingency for each GMP amendment will be negotiated separately.
- 5.1.5.2** If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME

6.0. Delays to the Work

- 6.0.1.** If CMAR is delayed in the performance of the Work that will cause a change in the date of Final Acceptance due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order.
- 6.0.2.** The CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
- 6.0.3.** By way of example, events that will entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.0.4.** If weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Final Acceptance.
- 6.0.5.** It is understood, however, that permitting the CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights.
- 6.0.6.** In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1. Differing Site Conditions

- 6.1.1.** If CMAR encounters a Differing Site Condition, CMAR will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are adversely impacted by the Differing Site Condition. Inasmuch as the CMAR has had an opportunity and responsibility to determine existing subsurface conditions on the project site per Section 2.6 of the Design Phase Services Contract for this project, existence of subsurface rock in the excavation area of this project will not be considered as a Differing Site Condition on the Project.
- 6.1.2.** Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2. Errors, Discrepancies and Omissions

6.2.1. If the CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the City and the Design Professional and request clarification through the City.

6.2.2. If the CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by the CMAR prior to clarification by the Design Professional shall be at the CMAR's risk.

6.3. City Requested Change in Work

6.3.1. The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2. Such alterations and changes shall not invalidate this Agreement nor release the surety and the CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3. The City will request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4. Legal Requirements

6.4.1. The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP, affecting the performance of the Work

6.5. Change Directives and Change Orders

6.5.1. City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2. All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.6. Minor Changes in the Work

6.6.1. The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. The CMAR shall carry out such written orders promptly.

6.6.2. CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.7. Contract Price Adjustments

6.7.1. The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

- 6.7.1.1.** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- 6.7.1.2.** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and
- 6.7.1.3.** Costs, fees and any other markups.
- 6.7.2.** The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit B.
- 6.7.3.** If an increase or decrease cannot be agreed to as set forth in items Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.4.** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 6.7.5.** If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.
- 6.7.5.1.** As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.
- 6.7.5.2.** If the parties are unable to agree and City expects the CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.
- 6.7.6. Emergencies**
- 6.7.6.1.** In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, until direction is provided by responsible authorities, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Division shall be determined as provided in this Article. The CMAR shall notify the City of any emergency, actual or potential, as quickly as feasible.

ARTICLE 7- PROCEDURE FOR PAYMENT

- 7.0.** For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and the CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.
- 7.1. GMP Payment Request**
- 7.1.1.** At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CMAR throughout the Work.
- 7.1.2.** At least five (5) working days prior to the date established for a Payment Request, the CMAR shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.
- 7.1.3.** The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.
- 7.1.4.** Unless otherwise stated in this contract the Payment Request may not request payment for stored equipment and materials. Requests for payment for equipment and materials shall only be made for equipment and materials actually installed, placed, or used or otherwise incorporated into the Work. If Payment Request for stored equipment and materials is allowed the request may not include request for payment for equipment or materials that are not anticipated to be incorporated into the work based on approved plans and specifications for the work. The request shall be limited to equipment and materials anticipated to be incorporated into the work within 180 calendar days unless agreed to in writing by City.
- 7.1.4.1.** For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.
- 7.1.4.2.** For materials and equipment stored off the Site, the City must approve the storage. The material and/or equipment must be accessible for City's inspection. The CMAR must protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.
- 7.1.4.3.** All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.
- 7.1.5.** CMAR shall submit to City on the monthly anniversary of the construction Notice to Proceed beginning with the first month after the construction Notice to Proceed, its Payment Request.

Only one payment per each calendar month shall be requested, and there shall be at least 15 days between payment requests.

7.2. Payment of GMP

7.2.1. City shall make payment in accordance with A.R.S. 34-609. Payment will be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

7.2.2. City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it will notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR must take to rectify City's concerns. CMAR and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.2.3. Prior to the City making the first progress payment the Contractor shall submit a schedule itemized similar to the itemization in for determination of the GMP and any approved change orders. The format of the schedule shall be approved by the City, but shall at a minimum include columns showing original estimated cost for each line item, the percent completion of an item, cost incurred for an item, and the amount billed for an item. The schedule shall be updated for each progress payment billing and supporting documentation for the cost of actual cost of labor, equipment, and material employed on the project shall be provided, in format and forms acceptable to the City

7.3. Retention on GMP

7.3.1. City will retain ten percent (10%) of each Payment Request amount provided, however, that when fifty percent (50%) of the Work has been completed by CMAR, upon request of the CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if the CMAR's performance of work has been satisfactory.

7.3.2. In lieu of retention, the CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by Arizona, securities guaranteed by the United States, securities of the United States, the state of Arizona, Arizona counties, Arizona municipalities, Arizona school districts, or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1. CDs assigned to the City must be maintained at the City's single servicing bank designated by the City, in the form of time deposit receipt accounts.

7.3.2.2. Securities deposited in lieu of retention must be deposited into a separate account with a bank designated by the City having a branch located in the City of Sedona.

7.3.2.3. CDs and Securities shall be assigned exclusively for the benefit of the City of Sedona pursuant to the City's form of escrow Agreement. All requirements of ARS 34-609.B.5 shall be adhered to

in the event CDs or securities are used in lieu of retainage.

7.4. Section intentionally left blank

7.5. Final Payment

7.5.1. After receipt of a final Payment Request, City shall make final payment 60 days after the receipt by the City, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2. At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.5.2.1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;

7.5.2.2. A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment; and

7.5.2.3. Consent of CMAR's surety, if any, to final payment.

7.6. Payments to Subcontractors or Supplier

7.6.1. CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the CMAR. No Contract between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CMAR fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CMAR agrees that the City may take such actions:

7.6.2.1. To hold the CMAR in default under this Agreement;

7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3. Reject all future offers to perform work for the City from the CMAR for a period not to exceed one year from Final Acceptance date of this Project; or

7.6.2.4. Terminate this agreement.

7.6.3. If CMAR's payment to a Subcontractor or supplier is in dispute, CMAR and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within fourteen (14) calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties or (c) a City of Sedona facilitated mediation. When disputed claim is resolved through ADR or otherwise, the CMAR and Subcontractor or supplier agrees to implement the resolution within seven (7) calendar days from the resolution date.

7.6.4. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5. CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7. Record Keeping and Finance Controls

7.7.1. Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for three years after Final Acceptance of the Project. The City may, after issuance of the Notice to Proceed for any part of the Work, request personnel payroll records containing sufficient information to verify workers right to work on City projects, worker payments, worker identification, and right of the worker to work on the project as employed.

7.7.2. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

7.7.3. The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.7.4. The CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5. The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 8- CLAIMS AND DISPUTES

8.0. Requests for Contract Adjustments and Relief

- 8.0.1.** If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.0.2.** Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.0.3.** In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.0.4.** Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

- 8.1.1.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. CMAR understands that authorities granted City employees and representatives to resolve disputes are subject to City Code requirements and constraints.
- 8.1.2.** CMAR and City will first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.
- 8.1.3.** If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than fourteen (14) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

8.2. Duty to Continue Performance

- 8.2.1.** Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

- 8.3.1.1.** City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and

resolving disputes under Division 8.1.3:

Kurtis Harris, PE, Director of Public Works/ City Engineer
102 Roadrunner Drive
Sedona, AZ 86336
(928)2035059

- 8.3.1.2.** City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Division 8.1.2:

Robert Welch, PE, Associate Engineer
102 Roadrunner Drive
Sedona, AZ 86336

8.3.2. CMAR's Representatives

- 8.3.2.1.** CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.1.3:

Chris Nickle, Executive Vice President
6225 N 24th st, suite 200
Pheonix, AZ 85016

- 8.3.2.2.** CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Division 8.1.2:

xxxx, [Click or tap here to enter text.](#)

Pheonix, AZ 85016

ARTICLE 9 – SUSPENSION AND TERMINATION

9.0. City’s Right to Stop Work

- 9.0.1.** City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.
- 9.0.2.** CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

- 9.1.1.** Upon receipt of written notice to CMAR, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.
- 9.1.2.** If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.
- 9.1.3** Upon such termination, the CMAR shall proceed with the following obligations.
 - 9.1.3.1** Stop Work as specified in the notice.
 - 9.1.3.2** Place no further subcontracts or orders.
 - 9.1.3.3** Terminate all subcontracts to the extent they relate to the work terminated.
 - 9.1.3.4** Assign to the City all right, title and interest of the CMAR under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - 9.1.3.5** Take any action that may be necessary for the protection and preservation of the property related to the contract that is in the possession of the CMAR and which the City has or may acquire an interest.
- 9.1.4** The CMAR shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.
- 9.1.5** The City shall pay CMAR the following.
 - 9.1.5.1** The direct value of its completed Work and materials supplied as of the date of termination.
 - 9.1.5.2** The reasonable costs and expenses attributable to such termination.
 - 9.1.5.3** CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it appears the CMAR would have sustained a loss on the entire Work had they been completed, the CMAR shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 The CMAR shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. City's Right to Perform and Terminate for Cause

9.2.1.1. If the City provides the CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at the CMAR's expense.

9.2.1.2. If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work are completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 9.2.3 and 9.2.4 below.

9.2.2. Upon the occurrence of an event set forth in Section 9.2.1.2 above, City may provide written notice to CMAR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.2.1. If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.2.2. If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.3. Upon declaring the Agreement terminated pursuant to Section 9.2.2.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.4. In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CMAR will only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.5. If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from CMAR's default.

9.2.6. If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

- 10.2.4.** The City of Sedona shall be named as an additional insured on all policies except for Workers Compensation and Employers' Liability, and the CMAR shall provide Additional Insured endorsements to the City. The City of Sedona shall be an additional insured to the full limits of liability purchased by the CMAR for these policies, even if those limits of liability are in excess of those required by this Contract.
- 10.2.5.** Coverage provided by the CMAR shall not be limited to the liability assumed under the indemnification provision of this Agreement.
- 10.2.6.** City reserves the right to require higher limits of liability coverage if, in the City's opinion, operations or services create higher than normal hazards.
- 10.3. Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.
- 10.4. Acceptability of Insurers.** All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII or higher, unless CMAR obtains prior written approval of City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.
- 10.5. Verification of Coverage**
- 10.5.1.** CMAR shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 10.5.2.** All certificates, including any required additional insured endorsements, and waivers of subrogation, are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.. Failure on the part of CMAR to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which City may immediately terminate this Contract or, at its discretion, City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by the CMAR to City upon demand, or City may offset the cost of the premiums against any monies due to CMAR from City.
- 10.5.3.** All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

- 10.5.4. If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the contractor must: Submit a current insurance certificate (dated within 15 days of the payment request submittal) with each payment request form. The payment request will be rejected if the insurance certificate is not submitted with the payment request.
- 10.5.5. The City, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by the CMAR, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B GC 20 10 11 85.
- 10.5.6. The City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CMAR agrees to execute any and all documents necessary to allow City access to any and all insurance policies and endorsements pertaining to this Project.
- 10.6. **Subcontractors.** CMARs' certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CMAR shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 10.7. **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the City Attorney's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 10.8. **Bonds and Other Performance Security**
 - 10.8.1. Prior to execution of this Agreement, the CMAR must provide a performance bond and a payment (labor and materials bond), each in an amount equal to the full amount of the GMP set forth in this Agreement, and each of which complies with A.R.S. 34-610.. Performance and Payment bonds forms will be provided by the City.
 - 10.8.2. Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.
 - 10.8.3. The bonds shall be made payable and acceptable to the City of Sedona.
 - 10.8.4. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
 - 10.8.4.1. If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

- 10.8.4.2** If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.
- 10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of “B+6 or better for the prior four quarters” by the A.M. Best Company.

ARTICLE 11 - INDEMNIFICATION

11.1 Indemnification.

11.1.1 To the fullest extent permitted by law, CMAR will indemnify, defend and hold harmless the City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CMAR, its officers, employees, agents or any tier of subcontractor in connection with CMAR's work or Services in the performance of this Contract. In consideration of the award of this Agreement, CMAR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CMAR for the CITY. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification survives the expiration or termination of this Contract.

ARTICLE 12 – GENERAL PROVISIONS

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, and Addenda (if any) are used as the basis for the Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes of the [Click or tap to enter a date.](#) meeting, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CMAR, superseding all prior oral or written communications, and by incorporation herein are as fully binding on the parties as if repeated herein.

12.2 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence. City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations. City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits

afforded under the Contract Documents.

- 12.5 Cooperation and Further Documentation.** The CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.
- 12.6 Successors and Assigns.** The City and the CMAR will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CMAR will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relationship be created or be construed to be created as between any third party and the City.
- 12.7 Third Party Beneficiary.** Nothing under this Contracts shall be construed to give any rights or benefits in the Contract to anyone other than the City and the CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CMAR and not for the benefit of any other party.
- 12.8 Governing Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Contract or the subject matter thereof and consent to a trial to the court.
- 12.9 Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.10 Compliance with All Laws.** CMAR understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to this Agreement. The CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.
- 12.10.1** In the performance of this Contract, CMAR will abide by and conform to any and all federal, state and local laws.
- 12.10.2** Under the provisions of A.R.S. §41-4401, CMAR hereby warrants to City that CMAR and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject CMAR to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any CMAR or subcontractor employee who works on this Contract to ensure that the CMAR or subcontractor is complying with the Contractor Immigration Warranty. CMAR agrees to assist the City in regard to any such inspections. City

may, at its sole discretion, conduct random verification of the employment records of CMAR and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CMAR agrees to assist City in regard to any random verification performed. Neither CMAR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CMAR or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

- 12.10.3** The provisions of this Section must be included in any contract CMAR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building, transportation facility or improvement to real property.
- 12.10.4** CMAR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If applicable, CMAR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."
- 12.11** **Legal Requirements.** CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CMAR recognizes that portions of the Construction Documents are at variance therewith, the CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.
- 12.12** **Independent Contractor.** CMAR is an independent contractor. Notwithstanding any provision appearing in this Contract and any exhibits, all personnel assigned by CMAR to perform work under the terms of this Contract shall be and remain employees or agents of the CMAR for all purposes. The City does not have the authority to supervise or control the actual work of CMAR, its employees or subcontractors. CMAR shall make no representation that it is the employee of the City for any purpose.
- 12.13** **City's Right of Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Sedona pursuant to the provisions of A.R.S. 38-511.
- 12.14** **Survival.** All warranties, representations and indemnifications by the CMAR shall survive the completion or termination of this Agreement.
- 12.15** **Covenant Against survice Fees.** The CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Sedona has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Sedona shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.16 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision. Delays in enforcement or the waiver of one or more defaults or breaches of this Contract by the City shall not constitute a waiver of any of the other terms or obligations of this Contract.

12.17 Notice.

12.17.1 Unless otherwise provided, any notice, request, instruction or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or email transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To CMAR:

Chris Nickle, Executive Vice President
6225 N 24th st, suite 200
Pheonix, AZ 85016
Phone: [Click or tap here to enter text.](#)

To City of Sedona:

102 Roadrunner Drive
Sedona, Arizona 86336
Attn: Robert Welsh, PE, Associate Engineer
Phone: (928)203-5120

With Copies to:
Design Professional:
Gabor Lorant Architects, Inc.
Attn: Jan Lorant, [Click or tap here to enter text.](#)
3326 N. 3rd Ave, Suite 200
Phoenix, AZ 85013

Or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement,

including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To CMAR:

Chris Nickle, Executive Vice President
6225 N 24th st, suite 200
Pheonix, AZ 85016
Phone: [Click or tap here to enter text.](#)

To City of Sedona:

Public Works

102 Roadrunner Drive
Sedona, Arizona 86336
Attn: Robert Welsh, PE, Associate Engineer
Phone: (928)203-5120

Or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20 Equal Opportunity/Affirmative Action

12.20.1 . CMAR, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).

12.20.2 The City of Sedona extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minorityowned or Womanowned business to reflect both the industry and community ethnic composition.

12.21 Confidentiality of Plans & Specifications

12.21.1 Any plans or specifications CMAR receives regarding this project are for official use only. CMAR may not share them with others except as required to fulfill the obligations of CMAR contract with the City.

12.21.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CMAR shall include the following language: “These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Sedona”.

12.22 PROJECT STAFFING

12.22.1 Prior to the start of any work or Deliverable under this Contract, the CMAR will submit to the City, an organizational chart for the CMAR staff and Subconsultants and detailed resumes of key personnel listed in its response to the City’s Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CMAR desires to change such key personnel from performing such services under this Contract, the CMAR will submit the qualifications of the proposed substituted personnel to the City for prior approval. Any substituted key personnel shall have the same or higher qualifications as the key personnel being replaced. Key personnel will include, but are not limited to, principal in charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

12.22.2 The CMAR will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CMAR’s staff, the CMAR will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City

12.23 Hazardous Materials

12.23.1 Unless included in the Work, if the CMAR encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

12.23.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue work in non-affected areas onsite.

12.23.3 An extension of Contract Time may be granted in accordance with Article 6.

12.23.4 The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.24 Traffic Control. CMAR will comply with all provisions of the City of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.25 Appropriation of Funds. Every payment obligation of the City under this Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

12.26 Conflict of Interest. From the date of this Contract through the termination of its Service to City, CMAR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Contract and/or adversely impact the quality of the work under this Contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be at the sole discretion of the City Manager and the City Attorney.

12.26.1 To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the City, as set forth in this section, of any work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CMAR for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

City of Sedona
102 Roadrunner Dr.
Sedona, AZ 86336

12.26.2 Actions considered to be adverse to the City under this Contract include but not limited to:

- (a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
- (b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
- (c) Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without the prior written consent of the City.

12.26.3 The CMAR represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

12.26.4 The CMAR's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

12.27 CONTRACTOR'S LICENSE. Prior to beginning work under this Contract, the CMAR must provide to

the City of Sedona, its Contractor's License Classification and number and its Federal Tax I.D. number.

12.28 FORCE MAJEURE. If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

12.29 REMEDIES UPON BREACH. If any party to this Contract materially breaches the terms of the Contract, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. The parties hereto expressly covenant and agree that in the event of litigation arising from this Contract, neither party shall be entitled to an award of attorneys' fees, either pursuant to contract, pursuant to A.R.S. §12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law, or common law.

12.30 PUBLIC RECORDS. Notwithstanding any provisions of this Contract regarding confidentiality, secrets, or protected rights, CMAR acknowledges that all documents provided to the City may be subject to disclosure by the Arizona public records law under A.R.S. §39-121 and related provisions. In the event CMAR objects to any disclosure, CMAR agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information, and CMAR agrees to indemnify CITY from an claims, actions, lawsuits, damages and losses resulting from CONTRACTOR's objection to the disclosure.

12.31 NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA. As applicable, CMAR certifies and agrees that it is not currently engaged in and for the duration of the Contract will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

12.32 BUSINESS IN ARIZONA. CMAR, and any subconsultants, subcontractors, and/or suppliers must be granted authority to transact business in the state of Arizona by the Arizona Corporation Commission and be in good standing prior to beginning any work under this Contract, unless a valid statutory exception is asserted in writing to the City.

12.33 DEBARMENT AND SUSPENSION. CMAR shall notify the City if it or any of its principals become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any procurement process by any federal, state or local department or agency.

CITY OF SEDONA, ARIZONA
Public Works

The Uptown Sedona Parking Garage Project

IN WITNESS WHEREOF, the parties hereto have executed this Contract on _____.

The CMAR agrees that this Agreement, as awarded, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount(s), per the terms and conditions of the Agreement.

Guaranteed Maximum Price

Seventeen Million Five Hundred Forty- Five Thousand Eight Hundred Ninety-Eight Dollars and zero Cents written out

\$17,545,898

CITY OF SEDONA, ARIZONA,
an Arizona Municipal Corporation
Anette Spickard, City Manager

McCarthy Building Companies, Inc
an Arizona Corporation

By: _____
Anette Spickard, City Manager

By: _____

Title: _____

DATE: _____

DATE: _____

(Corporate Seal)

ATTEST:

JoAnne Cook, City Clerk

ATTEST: (Signature and Title)

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL

DATE: [Click or tap to enter a date.](#)

Kurt Christensen, City Attorney

EXHIBIT A - PROJECT DESCRIPTION

This project consists of a three-deck type parking garage structure with one level below grade and having a parking capacity for approximately 270 automotive vehicles. The project site for the parking garage is located at 430 and 460 Forest Road, Sedona (Parcels 401-16-071 & 401-16-100) and has a combined acreage of 1.24 acres. The site has approximately 315-feet of frontage along Forest Road and is surrounded by mostly residential use properties. Site topography is generally described as hillside, sloping downward from north to south toward Forest Road at approximately 12% grade. The availability of utility services in this area is considered good and includes public water and sanitary sewer connections. Ancillary parking garage features, components, facilities, and equipment, include elevator and stairway; public restroom facilities; custodial/maintenance room(s); storm water management; ground level plaza; automated self-paid parking system; street side transit drop-off/pickup zone; multi-modal facilities; photovoltaic solar array system, E-Vehicle Charging Stations, and other. The specifications and plans for this project are described in Exhibits C and D.

EXHIBIT B – APPROVED GMP PROPOSAL

See Attached EXHIBIT B – McCarthy Building Companies, Inc Construction Company GMP Proposal dated 5/7/2024, with related Summary and Contingency worksheets

EXHIBIT B



Uptown Sedona Parking Facility
430 Forest Road, Sedona, Arizona



Guaranteed Maximum Price (GMP)
Owner Deliverable

May 7th, 2024

Contractor: *McCarthy Building Companies, Inc.
6225 N. 24th Street, Suite 125
Phoenix, Arizona 85016*

Owner: *City of Sedona
102 Roadrunner Dr
Sedona, Arizona 86336*

Architect: *Gabor Lorant Architects
3326 N. 3rd Avenue, Suite 200
Phoenix, AZ 85013*

Uptown Sedona Parking Facility
City of Sedona
102 Roadrunner Dr, Sedona AZ 86336
May 7, 2024
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Overall Summary

Uptown Sedona Parking Facility
 City of Sedona
 102 Roadrunner Dr, Sedona AZ 86336
 May 7, 2024
 Owner Project Cost Summary



CMAR GMP Value	\$ 18,041,098
City of Sedona managed Scope Value (See Breakout Below)	\$ 5,133,133
Earthwork & Rock Excavation	\$ 3,022,600
Overex Savings	\$ (200,000)
Temp Shoring	\$ 712,200
Parking Control	\$ 171,517
Access Control	\$ 126,816
APS Fees (Allowance)	\$ 300,000
Owner Contingency	\$ 1,000,000
Total Project Value	\$ 23,174,231

Value Alternate Options	
Provide 86 EA PV Panels in lieu of 292 EA Panels	\$ (496,000)
Reduction in Electrical & Comm. Trenching scope (ROM)	\$ (114,000)
Remove CO Monitoring from the Garage Exhaust System	\$ (87,000)
Reduce the wall heights due to reduction in PV Panels	\$ (59,000)
Provide alternate screen material to CMU at Upper Deck	\$ (14,000)
Provide running bond in lieu of stack bond for CMU below grade	\$ (11,000)
Total VA Options Value	\$ (781,000)

Additional Scope	
Offsite Improvements (Forest Road)	\$ 730,000

GMP Summary Sheet

Value Alternate Summary



Item #	Decision	Value Alternate Items	Cost Impact
#1	Pending	Provide 86 EA (DD BOD) PV Panels ILO 292 EA PV Panels	\$ (496,000)
#3		Alternative Perimeter / Basement Wall Options (Select One Option from Below)	\$ (458,000)
	Accepted	#3.5: Provide Mesastone above grade and Gray Block below grade at Perimeter Walls	\$ (458,000)
	Rejected	#3.4: Provide Trendstone where exposed and Gray Block for below grade areas	\$ (438,000)
	Rejected	#3.3: Provide standard Gray Block CMU Painted ILO CIP Concrete Retaining Walls	\$ (397,000)
	Rejected	#3.2: Provide Trendstone CMU ILO CIP Concrete Retaining Walls	\$ (297,000)
	Rejected	#3.1: Provide Paint at Exposed CIP Concrete Retaining Walls ILO Integral Colored Concrete	\$ (40,000)
#20	Accepted	Reduce CMAR Fee from 6% of \$18.5M to 4.75% of 18.5M ** (New Item)	\$ (230,000)
#2	Rejected	Remove/Defer PD Substation Scope	\$ (171,000)
#22	Pending	Reduction in Trenching and Conduit for APS (Target Reduction - Rough order of Magnitude)	\$ (114,000)
#4	Pending	Remove CO monitoring from the Garage Exhaust System	\$ (87,000)
#5	Accepted	Provide Z-purlins Option ILO HSS members	\$ (78,000)
#17	Pending	Reduce the wall heights for the East/West Perimeter Walls	\$ (59,000)
#15		Review Options for the Upper Deck CMU Corner Walls (Select One Option from Below)	
	Pending	#15.1: Remove the Upper Deck Walls	\$ (42,000)
	Pending	#15.2: Provide alternate material ILO CMU (Scenario Item / Target Savings / Rough Order of Magnitude)	\$ (14,000)
#19		Evaluate running bond vs stack bond for Perimeter CMU (Select One Option from Below)	
	Pending	#19.1: Exterior CMU to be running bond ILO stack bond	\$ (30,000)
	Pending	#19.2: Below grade CMU to be running bond ILO stack bond	\$ (11,000)
#14	Accepted	Adjust trench drains to multiple 3' sections	\$ 26,000
#7	Accepted	Remove Exhaust Fan (EF-5) and Switch Exhaust Fans to Constant Volume	\$ (22,000)
#12	Accepted	Provide standard cast iron waste/vent/drains ILO epoxy coated	\$ (21,000)
#11	Accepted	Provide standard china fixtures ILO stainless steel	\$ (12,000)
#6	Accepted	Remove Heat Tracing for HT-2, 3, & 5	\$ (9,000)
#13	Accepted	Remove the need for Immersion Heaters	\$ (7,000)
#18	Accepted	Change the colored block at Perimeter wall to Gray Block behind the Full Height Gabion Walls	\$ (6,000)
#16	Accepted	Remove Elevator Outside Air Duct & Louver	\$ (1,000)
#30	Accepted	Reduction in General Conditions ** (New Item)	\$ (22,670)
#26	Accepted	Provide Permanent Shotcrete Walls as Basement Walls (Includes a \$100k hold for Design Contingency)	\$ (500,000)
#27	Accepted	Utility Scope Savings through Local Underground ILO Fann Contracting	\$ (190,000)
Total of "Accepted" Items			\$ (1,530,670)
Total of "Pending" Items			\$ (853,000)

Initial GMP Cost	\$	19,571,768
Initial GMP Cost + Accepted Items	\$	18,041,098

Included Trade Partner List

Uptown Sedona Parking Facility
City of Sedona
102 Roadrunner Dr, Sedona AZ 86336
May 7, 2024
Included Trade Partner List



<i>Description</i>		<i>Trade Partner</i>
01A	General Requirements	McCarthy
02A	Survey	SWI
03A	Concrete	McCarthy
04A	Masonry	Sun Valley
05A	Steel & Metal Panels	McCarthy
06A	Rough Carpentry	McCarthy
06B	Millwork	Request Manufacturing
07A	Damproofing & Waterproofing	Alpha Insulation
07C	Joint Sealants & Firestopping	Alpha Insulation
07D	Roofing	Progressive Roofing
08A	Doors, Frames, & Hardware	Kelley Bros
08B	Glass & Glazing	SGSI
09A	Framing & Drywall	Arok
09B & 09D	Tile & Flooring	Envision Flooring
09E	Painting	BZ Painting
10A	Signage	Allowance (NAS/SmithCraft)
10B	Specialties	Partitions & Accessories
11A	Parking Control Equipment (Add Alternate)	Amano McGann
14A	Elevators	Otis
21A	Fire Suppression	AZ Verde
22A & 23A	Plumbing & HVAC	McCarthy
26A	Electrical (inc. FA, PV, & Security Rough-in)	Berg / Pur Solar / Main
27A	Communication - IT, Data, & Cabling	Cable Solutions
28A	Access Control - Card Readers & CCTV (Add Alternate)	Cable Solutions
31A	Earthwork (Backfill)	Fann
32A	Fencing & Gates	Adams Fence
32B	Landscaping & Irrigation	Morning Dew
32C	Asphalt Paving & Site Concrete (inc. Striping)	Fann
32D	Site Concrete (inc. in 32C)	-
33A	Site Utilities (Reduction Included)	Local Underground

Bid Outreach Summary



SUMMARY OF OUTREACH

Number	Bid Package	Bid Invitations	Received Bids
02A	Survey	8	4
03A	Structural & Skin System	10	1
03B	Concrete Ready Mix	4	1
03C	Reinforcing Steel	5	5
04A	Masonry	6	6
06B	Millwork	7	2
07A	Damproofing & Waterproofing	6	2
07C	Joint Sealants & Firestopping	6	4
07D	Roofing	8	1
08A	Doors, Frames & Hardware	7	4
08B	Glass & Glazing	6	4
09A	Drywall & Framing	11	3
09B	Tile	7	2
09D	Flooring	7	2
09E	Painting	7	4
10A	Signage	6	1
10B	Specialties	6	4
11A	Parking Control Equipment	12	6
14A	Elevators	5	4
21A	Fire Protection	9	8
22A	Plumbing & HVAC	5	2
26A.1	Electrical Equipment	1	2
26A.2	Electrical (Inc. Fire Alarm & PV)	36	2
27A	Communication & IT	2	2
31A	Earthwork	17	2
32A	Fencing & Gates	6	2
32B	Landscaping & Irrigation	11	2
32C	Asphalt Paving	11	2
33A	Utilities	7	2

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Bid Outreach Detail

SEDONA GARAGE

GMP BID OUTREACH DETAIL

May 7, 2024



STATUS BY TRADE PARTNER INVITED

** indicates Owner Recommended

WC #	WC Description	Trade Partner Invited	Status
02A	Survey	Rick Engineering Company	Not Bidding
02A	Survey	Alta Arizona	No Response
02A	Survey	Lemme Associates AZ	Not Bidding
02A	Survey	Integra Engineering, Inc.	Bid Submitted
02A	Survey	EPS Group	No Response
02A	Survey	SWI	Bid Submitted
02A	Survey	Arizona Surveying, Inc.	No Response
02A	Survey	Ardurra Group Inc	Not Bidding
03A	Structural & Skin System	McCarthy Building Companies	Bid Submitted
03A	Structural & Skin System	Foundations Concrete	No Response
03A	Structural & Skin System	Shafor Concrete	Not Bidding
03A	Structural & Skin System	Hot AZ Hell Welding and Fabrication	Not Bidding
03A	Structural & Skin System	Mayorga Welding	No Response
03A	Structural & Skin System	Total Building Systems Inc.	No Response
03A	Structural & Skin System	Wicked Welding And Fabrication LLC	No Response
03A	Structural & Skin System	Arizona Metal Roofing	No Response
03A	Structural & Skin System	Summit Construction Company**	Not Bidding
03A	Structural & Skin System	Alignment Steel, LLC	No Response
03B	Concrete Ready Mix	CEMEX	Not Bidding
03B	Concrete Ready Mix	Martin Marietta	Bid Submitted
03B	Concrete Ready Mix	Arizona Materials L.L.C.	No Response
03B	Concrete Ready Mix	Asphalt Paving & Supply	No Response
03C	Reinforcing Steel	CMC Steel Fabricators, Inc. dba CMC Rebar	Bid Submitted
03C	Reinforcing Steel	Tyler Reinforcing, LLC	Bid Submitted
03C	Reinforcing Steel	Suncoast Post-Tension	Bid Submitted
03C	Reinforcing Steel	Nucor Rebar Fabrication	Bid Submitted
03C	Reinforcing Steel	Camblin Steel	Bid Submitted
04A	Masonry	G. V. Masonry Inc.	Not Bidding
04A	Masonry	Sun Valley Masonry	Bid Submitted
04A	Masonry	Re-Create Companies	Bid Submitted
04A	Masonry	Stone Cold Masonry	Bid Submitted
04A	Masonry	Integrated Masonry	Not Bidding
04A	Masonry	G & G Masonry, LLC	Not Bidding
06A	Rough Carpentry	McCarthy Building Companies	Bid Submitted
06B	Millwork	Corkery LLC dba European Techniques	Bid Submitted

06B	Millwork	Architectural Millwork Design, Inc. AMD-SW	Not Bidding
06B	Millwork	Exhibits Southwest LLC	Not Bidding
06B	Millwork	ISEC, Incorporated	No Response
06B	Millwork	Request Manufacturing, Inc.	Bid Submitted
06B	Millwork	Distinctive Woodworks	Not Bidding
06B	Millwork	Builders First Source	No Response
07A	Damproofing & Waterproofing	RTI Sealant Specialists, Inc.	Bid Submitted
07A	Damproofing & Waterproofing	AK & J Sealants	Bid Submitted
07A	Damproofing & Waterproofing	Johnson Statewide Caulking	No Response
07A	Damproofing & Waterproofing	Innovative Contractor Solutions Inc.	No Response
07A	Damproofing & Waterproofing	Alpha Insulation and Waterproofing Inc	Bid Submitted
07A	Damproofing & Waterproofing	MTN INC	Not Bidding
07C	Joint Sealants & Firestopping	Johnson Statewide Caulking	No Response
07C	Joint Sealants & Firestopping	Alpha Insulation and Waterproofing Inc	No Response
07C	Joint Sealants & Firestopping	Innovative Contractor Solutions Inc.	No Response
07C	Joint Sealants & Firestopping	RTI Sealant Specialists, Inc.	Bid Submitted
07C	Joint Sealants & Firestopping	Western Sealant Co., Inc.	No Response
07C	Joint Sealants & Firestopping	AK & J Sealants	Bid Submitted
07D	Roofing	Progressive Services, Inc. dba Progressive Roofing	Bid Submitted
07D	Roofing	Sprayfoam Southwest, Inc., DBA Global Roofing Group	No Response
07D	Roofing	Atlas Roofing And Waterproofing	No Response
07D	Roofing	STAR Roofing	Not Bidding
07D	Roofing	Classic Roofing, LLC	Not Bidding
07D	Roofing	Behmer Roofing And Sheet Metal	No Response
07D	Roofing	TREMCO Roofing & Building Maintenance**	No Response
07D	Roofing	Hales Roofing**	Not Bidding
08A	Doors, Frames & Hardware	D.H. Pace Company, Inc.	Not Bidding
08A	Doors, Frames & Hardware	ISEC, Incorporated	Not Bidding
08A	Doors, Frames & Hardware	Kelley Bros.	Bid Submitted
08A	Doors, Frames & Hardware	The Hallgren Co.	No Response
08A	Doors, Frames & Hardware	Walters & Wolf Construction Specialties, Inc.	Bid Submitted
08A	Doors, Frames & Hardware	Hope Construction**	Not Bidding
08A	Doors, Frames & Hardware	Bill Ralston**	No Response
08B	Glass & Glazing	SGSI Glass & Glazing	Bid Submitted
08B	Glass & Glazing	Sierra Glass Co., Inc.	Bid Submitted
08B	Glass & Glazing	Walters & Wolf Construction Specialties, Inc.	Not Bidding
08B	Glass & Glazing	Twin Peaks Glass LLC	Not Bidding
08B	Glass & Glazing	Palomino Glass Inc.	Not Bidding
08B	Glass & Glazing	The Glass Company**	No Response
09A	Drywall & Framing	Pete King Construction	Not Bidding
09A	Drywall & Framing	Extreme Drywall Concepts LLC	Not Bidding
09A	Drywall & Framing	Design Drywall West	No Response
09A	Drywall & Framing	S Lynn Drywall, Inc.	Bid Submitted
09A	Drywall & Framing	Ignace Brothers Commercial Construction	No Response

09A	Drywall & Framing	Hope Construction**	Not Bidding
09A	Drywall & Framing	Hulse Construction Co.	Not Bidding
09A	Drywall & Framing	Total Building Systems Inc.	No Response
09A	Drywall & Framing	CDS Framing	Not Bidding
09A	Drywall & Framing	AROK, Inc	Bid Submitted
09A	Drywall & Framing	Bill Ralston**	No Response
09B	Tile	Creative Design Flooring	Bid Submitted
09B	Tile	Wholesale Flooring	No Response
09B	Tile	Interior Worx Commercial Flooring (Resource Arizona)	No Response
09B	Tile	Envision Flooring LLC	No Response
09B	Tile	Highlands Floor Coverings	Not Bidding
09B	Tile	SKF Tile & Stone	Not Bidding
09B	Tile	Double JS Installations	No Response
09D	Flooring	Wholesale Flooring	Not Bidding
09D	Flooring	Interior Worx Commercial Flooring (Resource Arizona)	Not Bidding
09D	Flooring	Creative Design Flooring	Bid Submitted
09D	Flooring	Envision Flooring LLC	Bid Submitted
09D	Flooring	Highlands Floor Coverings	Not Bidding
09D	Flooring	Primera Interiors	Not Bidding
09D	Flooring	Kellys Old School Flooring	Not Bidding
09E	Painting	Extreme Drywall Concepts LLC	Not Bidding
09E	Painting	Pete King Construction	Not Bidding
09E	Painting	BZ Painting LLC	Bid Submitted
09E	Painting	Arizona Professional Painting	Bid Submitted
09E	Painting	Cornerstone Coatings	Not Bidding
09E	Painting	Major League Painting, Inc.	Not Bidding
09E	Painting	Bill Ralston**	No Response
10A	Signage	SmithCraft Signs (F&N Enterprises)	Not Bidding
10A	Signage	YESCO LLC	No Response
10A	Signage	Northern Arizona Signs	Bid Submitted
10A	Signage	SIGNS-928 LLC	Not Bidding
10A	Signage	Above All Signs	Not Bidding
10A	Signage	Grand Canyon Suppliers	Not Bidding
10B	Specialties	Beach Products	Bid Submitted
10B	Specialties	Partitions & Accessories Co.	Bid Submitted
10B	Specialties	Interstate Interior Systems, Inc.	Not Bidding
10B	Specialties	Venus Manufacturing	No Response
10B	Specialties	Inter-Co Division 10 (Arizona) Inc.	Not Bidding
10B	Specialties	Division 10 Sales	Bidding
11A	Parking Control Equipment	Roadway Electric LLC	Not Bidding
11A	Parking Control Equipment	Access Professional Systems	Not Bidding
11A	Parking Control Equipment	D.H. Pace Company, Inc.	Not Bidding
11A	Parking Control Equipment	Langston Security	Not Bidding
11A	Parking Control Equipment	ParkHelp Technologies	No Response

11A	Parking Control Equipment	ParkPro	Not Bidding
11A	Parking Control Equipment	Skidata Inc.	Not Bidding
11A	Parking Control Equipment	Amano McGann	Bid Submitted
11A	Parking Control Equipment	TKH Security, LLC	Bid Submitted
11A	Parking Control Equipment	Eco Parking Tech	Bid Submitted
11A	Parking Control Equipment	Mountain Parking Equipment	No Response
11A	Parking Control Equipment	APL Security	No Response
14A	Elevators	Schindler Elevator Corporation	No Response
14A	Elevators	KONE Elevator	No Response
14A	Elevators	TK Elevator Corporation	Bid Submitted
14A	Elevators	Otis Elevator Company**	Bid Submitted
14A	Elevators	Centric Elevator Corporation	Not Bidding
21A	Fire Protection	RCI Systems, LLC	Not Bidding
21A	Fire Protection	Arizona Verde Fire Protection - MSC	Bid Submitted
21A	Fire Protection	Olympic West Fire Protection LLC	Bid Submitted
21A	Fire Protection	Foothills Fire Protection, Inc.	Bid Submitted
21A	Fire Protection	Aero Automatic Sprinkler Company	Not Bidding
21A	Fire Protection	Summit Fire Protection Co	Bid Submitted
21A	Fire Protection	Life Property Safety**	Not Bidding
21A	Fire Protection	Life Protection Sprinkler**	Not Bidding
21A	Fire Protection	Copperstate Fire Protection	Not Bidding
22A	Plumbing & HVAC	McCarthy Building Companies	Bid Submitted
22A	Plumbing & HVAC	Yavapai Mechanical, LLC	Not Bidding
22A	Plumbing & HVAC	W.D. Manor Mechanical	Not Bidding
22A	Plumbing & HVAC	Stay Cool Heating & Air Conditioning LLC	Not Bidding
22A	Plumbing & HVAC	Cool Air Solutions LLC**	Not Bidding
26A.1	Electrical Equipment	Main Electric Supply Company LLC	Bid Submitted
26A.2	Electrical (Inc. Fire Alarm & PV)	McCarthy Building Companies	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Goodman Electric	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	N.J. Shaum and Son, Inc., Electrical Contractors	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Pur Solar & Electrical	Bid Submitted
26A.2	Electrical (Inc. Fire Alarm & PV)	Delta Diversified Enterprises, Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Bronson Electric	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Connolly Heating & Cooling**	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Connolly Electric & Mechanical**	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Sun Valley Solar Solutions	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Veregy	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Main Electric Supply Company LLC	Bid Submitted
26A.2	Electrical (Inc. Fire Alarm & PV)	Colter Electric LLC	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Tekline Electrical Services, LLC	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	K2 Electric	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Spectra Electrical Services, Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	P.S. Electric Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	P.S. Electric AZ	Not Bidding

26A.2	Electrical (Inc. Fire Alarm & PV)	Allied Electric	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	B&D Industries, Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Assurance Electrical AZ	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Cannon & Wendt Electric Co., Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Hawkeye Electric, Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Wilson Electric Services Corp.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	RN Electric LLC	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Sturgeon Electric Co.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Kortman Electric, Inc.	No Response
26A.2	Electrical (Inc. Fire Alarm & PV)	Bergelectric Corp.	Bid Submitted
26A.2	Electrical (Inc. Fire Alarm & PV)	Helix Electric, Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Gilbert Sons Electric, LLC	No Response
26A.2	Electrical (Inc. Fire Alarm & PV)	Amped Electrical LLC	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	AMS Electric	No Response
26A.2	Electrical (Inc. Fire Alarm & PV)	Hotel Electric Inc.	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Arizona Wide Electric	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Chance Sons Electric	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Elan Electric Inc	Not Bidding
26A.2	Electrical (Inc. Fire Alarm & PV)	Rosendin Electric, Inc.	Not Bidding
27A	Communication & IT	Kane Tech AZ / Cable Solutions	Bidding
27A	Communication & IT	Aspen Technologies	Bidding
31A	Earthwork	Fann Contracting, Inc.	Bidding
31A	Earthwork	Mountain High Excavating	Not Bidding
31A	Earthwork	LB Contracting LLC	Not Bidding
31A	Earthwork	Local Underground Construction LLC	Not Bidding
31A	Earthwork	Eagle Mountain Construction**	No Response
31A	Earthwork	LP's Excavating Inc	Not Bidding
31A	Earthwork	Joe Dirt Excavating, Inc.	Not Bidding
31A	Earthwork	Kinkaid Civil Construction LLC	Not Bidding
31A	Earthwork	Kinney Construction Services	Not Bidding
31A	Earthwork	W.W. Clyde & Co.	Not Bidding
31A	Earthwork	Buesing Corp.	Not Bidding
31A	Earthwork	Tiffany Construction CO., Inc.	Not Bidding
31A	Earthwork	Summit Construction Company	Not Bidding
31A	Earthwork	Specialty Paving and Grading	Not Bidding
31A	Earthwork	Hampton Construction Services LLC	Not Bidding
31A	Earthwork	Adams Contracting and Excavating, Inc.	Bid Submitted
31A	Earthwork	Arizona Drilling And Blasting	No Response
32A	Fencing & Gates	Adams fence	Bid Submitted
32A	Fencing & Gates	American Fence Company	Not Bidding
32A	Fencing & Gates	Diamond Iron LLC	Bid Submitted
32A	Fencing & Gates	Red Rock Fence Co	Not Bidding
32A	Fencing & Gates	ALAMO FENCE CO INC	Not Bidding
32A	Fencing & Gates	Yavapai Fence**	Not Bidding

32B	Landscaping & Irrigation	BrightView Landscape Development**	Not Bidding
32B	Landscaping & Irrigation	Morning Dew Landscaping, Inc.**	Bid Submitted
32B	Landscaping & Irrigation	S A Excavation	Not Bidding
32B	Landscaping & Irrigation	Warners Nursery & Landscape Co.	Bid Submitted
32B	Landscaping & Irrigation	Golden Gardening & Landscaping	Not Bidding
32B	Landscaping & Irrigation	K-Ler Land Work Inc.	No Response
32B	Landscaping & Irrigation	DLN Landscaping Inc.	Not Bidding
32B	Landscaping & Irrigation	Arborist Standards Tree Care**	No Response
32B	Landscaping & Irrigation	Landscape Arizona**	No Response
32B	Landscaping & Irrigation	Lopez Landscaping Inc**	No Response
32B	Landscaping & Irrigation	AAA Landscape	No Response
32C	Asphalt Paving	W.W. Clyde & Co.	Not Bidding
32C	Asphalt Paving	LB Contracting LLC	Not Bidding
32C	Asphalt Paving	B & F Contracting, Inc.	No Response
32C	Asphalt Paving	Fann Contracting, Inc.	Bid Submitted
32C	Asphalt Paving	Cactus Asphalt	Bid Submitted
32C	Asphalt Paving	Primavera grading & paving**	No Response
32C	Asphalt Paving	Summit Construction Company**	Not Bidding
32C	Asphalt Paving	Tiffany Construction CO., Inc.**	Not Bidding
32C	Asphalt Paving	Specialty Paving and Grading**	Not Bidding
32C	Asphalt Paving	Falcon Contracting	Bid Submitted
32C	Asphalt Paving	J&B Striping LLC	No Response
32D	Site Concrete	Procon Professional Concrete	Not Bidding
32D	Site Concrete	J.F. Ellis Corporation	Not Bidding
32D	Site Concrete	McCarthy Building Companies	Bid Submitted
32D	Site Concrete	Fann Contracting, Inc.	Bid Submitted
32D	Site Concrete	Shafor Concrete	Not Bidding
32D	Site Concrete	Ridder Concrete, Inc.	Not Bidding
32D	Site Concrete	Summit Construction Company	Not Bidding
32D	Site Concrete	Tiffany Construction CO., Inc.**	Not Bidding
33A	Utilities	B & F Contracting, Inc.	No Response
33A	Utilities	Sweeter Excavating	Not Bidding
33A	Utilities	LP's Excavating Inc	No Response
33A	Utilities	W.W. Clyde & Co.	Not Bidding
33A	Utilities	Local Underground Construction LLC	Bid Submitted
33A	Utilities	SSC Underground**	No Response
33A	Utilities	Summit Construction Company	Not Bidding

Assumptions & Clarifications



Uptown Sedona Parking Facility

Sedona, Arizona

Guaranteed Maximum Price

Assumptions & Clarifications

May 7th, 2024

Contractor: *McCarthy Building Companies, Inc.
6225 N. 24th Street, Suite 125
Phoenix, Arizona 85016*

Owner: *City of Sedona
102 Roadrunner Dr
Sedona, Arizona 86336*

Architect: *Gabor Lorant Architects
3326 N. 3rd Avenue, Suite 200
Phoenix, AZ 85013*

ASSUMPTIONS & CLARIFICATIONS

A. GENERAL ASSUMPTIONS & CLARIFICATIONS:

1. *Includes McCarthy Performance & Payment bonds, Cost of Risk Insurance, and Builder's Risk Insurance for this scope of work only.*
2. *No costs have been included for water or power usage, impact fees, and tap fees; it is assumed that City of Sedona will not charge the project for utility usage, impact fees, and tap fees.*
3. *Changes in Law, or governmental policy impacts due to tariffs, surcharges, or other cost impacts to steel, aluminum, copper, oil, or other construction related cost inputs is not included in this Estimate.*
4. *The parties acknowledge the ongoing risk and uncertainty regarding unusual and severe material shortages, price increases, delays and other impacts caused by tariffs, trade wars, natural disasters, state or national emergencies, pandemics (including COVID-19) and actions of government or authorities having jurisdiction in connection with such events. The parties acknowledge it is not possible to accurately price such risks prior to the effective date of the Contract. Accordingly, in the event Contractor's costs for labor, materials or equipment increase over the Contractor's estimated costs or Contractor is delayed in the performance of the Work as a result of any such cause(s) beyond the control of Contractor, Contractor shall have the right to an equitable adjustment of the Contract Price and/or Contract Time, as appropriate."*
5. *Construction Manager agrees that if Substantial Completion is not attained by Thirty (30) days after the Substantial Completion date ("the LD Date"), Construction Manager shall pay Owner One Hundred Fifty Dollars (\$150.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. Such liquidated damages shall be in lieu of all liability for extra costs, losses, expenses, claims, penalties, and any other damages, whether special, direct, indirect, or consequential, incurred by Owner as a result of any delay in achieving Substantial Completion.*
6. *Pricing is based upon the 75% CD set. Changes by the City of Sedona City Council or Planning & Zoning Committee have not been included.*
7. *Pricing based on City Council and GMP approval on May 14 2024, and a construction contract executed and an NTP issued by May 17, 2024. This allows for a July 2024 start to Mass Excavation activities on the site and a 12-month construction schedule to follow. Delays to these dates will impact on the project schedule and can impact the GMP pricing.*

B. SCOPE SPECIFIC ASSUMPTIONS & CLARIFICATIONS:

General Requirements

1. It is assumed that the plan review fees, permit fees, and impacts fees are carried by the City of Sedona. Based on this, McCarthy has not included any of these fees within the GMP Price.
2. Assume the use of the Fire Station Lot as Construction Parking. Costs for leasing the parking lot during the project duration have been included.
3. Costs for relocating the existing Fann yard and trailers currently on the project site have not been included as the City of Sedona will ensure these are relocated directly with Fann prior to the project start date.
4. Assumes that no Temp weather protection measures or cold weather measures will be required during the duration of the project.
5. It is assumed that the City will manage the scope of Earthwork, Blasting, and the associated Temp shoring work required per the

Masonry

6. The basement walls are assumed to be a permanent shotcrete system per the "Owner Accepted" Value Alternate Item #26 on the Value Alternate Option Summary dated May 7, 2024.
7. The permanent shotcrete face is assumed to be 8" thick with an allowance of 555 CY of shotcrete to account for wall inconsistencies.

8. Assumes Mesastone for all the above grade Masonry block per the "Owner Accepted" Value Alternate Item #3.5 on the Value Alternate Option Summary Dated May 7, 2024.
9. A design contingency allowance is included to accommodate the final design for the shotcrete walls and coordination of soil nails interfering with the utilities or any scopes.
10. Assumes the wall heights as shown in the documents, current pricing or value alternate options do not reflect any reduction in wall heights from the 75% documents.

Concrete

11. Assumes integral colored concrete ("Sedona Red") limited to the east, west, and center fin walls, and front entrance columns for vertical application.
12. Assumes integral colored concrete ("Sedona Red") limited to the garage entrance site concrete for horizontal application.
13. Assumes any Forest Road improvements, including any offsite improvements across the street will be by the Owner. Costs for this have not been included in the GMP.
14. Assumes that the extent of the layered architectural concrete walls is limited to 20 LF on each side (east and west) as the structural and architectural drawings are not clear about their respective extents.
15. Due to concerns for possible immediate wear and tear and damage to any curbs inside of the garage, a warranty will not be provided on them. Striping is recommended in lieu of concrete curbs inside of the garage.

Metals

16. Assumes "Corten Panels" for the curved façade as shown.
17. Assumes a galvanized vehicle cable barrier system with spacers, no posts.
18. Assumes stainless steel rails are only for the monument stairs, east & west stairs assumed to be galvanized rails.

Millwork

19. Assumes the center tables and chairs will be furniture provided by the Owner. No costs have been included for these.
20. Assumes all monitors and associated monitor arms and IT Equipment will be provided by the Owner.
21. Assumes the use of fire-treated plywood limited to the IT/Comm rooms.

Thermal Insulation

22. There is no thermal in-wall insulation shown on the project plans. Pricing for this has not been included.

Sealants & Firestopping

23. Assumes the use of Sika 2C NS Polyurethane sealants for any joint sealant application.
24. Assumes all sealants will be standard colors. Custom colors have not been included in the pricing.
25. Assumes sound caulking at TOW/BOW locations at drywall conditions only.
26. Assumes fire caulking limited to IT/Comm and Mechanical room.

Waterproofing & Dampproofing

27. Assumes a bentonite waterproofing method with a drain mat installed on the top of the temporary or base layer of the shotcrete shoring system.

Glazing & Doors

28. Assumes Arcadia storefront framing with a clear anodized finish.
29. Assumes aluminum doors with satin anodized finish for the storefront doors.
30. Assumes standard hardware for aluminum and wood doors, excludes card readers.

Drywall

31. Assumes a level 4 smooth finish for all drywall areas. No texture has been included.
32. Assumes a clear sealer at wet CMU walls at the Janitor Rooms. FRP on these walls has not been included due to adhesion concerns over the CMU substrate.
33. There are no access panels shown in the drawings. Access panels have not been included in the pricing.

Tile & Flooring

34. Assumes epoxy flooring at restrooms, all other rooms to receive scrub and seal.
35. Assumes tile flooring at elevator flooring.
36. Assumes "Key Resin" high-traffic coating for areas on ground level which are directly above occupied spaces in the basement level.

Paint

37. Assumes a clear sealer for exterior masonry walls.
38. Assumes a standard paint for handrails, guardrails, posts, top supports, gates, grills, bollards, and risers as required, does not include any high-performance coatings.
39. Assumes epoxy coating at Janitor room walls up to 4' 0".
40. Assumes paint at interior CMU walls, does not include any blockfill.
41. Assume prime and paint at furred walls in the PD substation.
42. Assumes that no paint is required for the Garage lid and is not included in the GMP.

Specialties & Signage

43. Assumes standard bathroom accessories and twelve (12) Fire Extinguisher Cabinets
44. Specifications for bicycle racks were not provided. It is assumed that these will be owner provided and owner installed.
45. Includes an allowance for the complete Signage scope of work, assumes that the Owner will be providing any information placards or dedication plaques.

Equipment

46. Parking Control Equipment has been included as an alternate as there are multiple options that will be evaluated and selected by the Owner.
47. The current GMP does not include any self-service parking kiosks or interactive visitor kiosks, assumed to be furnished and installed by the Owner.
48. Assumes that any appliances like microwave or undercounter refrigerator are furnished and installed by the owner and are not included in this GMP.

Elevators

49. Assumes a 3,500 lbs MRL hydraulic elevator with stainless steel cab finishes.

Fire Suppression

50. Fire sprinkler coverage for the Upper-Level PV Canopies is not required. As such, pricing for this fire sprinkler coverage of the Upper-Level PV Canopies has not been included.

51. Assumes that galvanized piping is not required. Eddy flow/thread piping has been included in the pricing.
52. Assumes standpipes and hose valves are not required on the project. Costs for these have not been included.
53. Assumes that the project is in a seismic zone that does not require seismic bracing or restraints. Costs for seismic bracing and restraints have not been included.
54. Assumes that schedule 40 piping is not required for this project. Costs for schedule 40 piping has not been included.
55. Assumes that the fire sprinkler system will be a dry system and any wet piping will be sized properly to not require any heat tracing of fire sprinkler pipes. Costs for heat tracing of fire sprinkler pipes have not been included.

Plumbing & HVAC

56. ADA compliant trench drain is not available for the specified model, GMP assumes a Class – E slotted ductile trench drain.
57. Assumes Exhaust Fan EF 4-6 to be 460/3V with 5 HP based on CFM, ESP, & altitude.
58. Assumes overflow on top level shall be through an opening in concrete to lower level and no fixture shall be needed.

Electrical

59. EV chargers and any associated scope will be by Electrify America under a contract direct to the Owner.
60. Assumes the Upper Deck Photometric Site Plan is the correct layout for the lights.
61. Assumes that the CO2 controller will be in the IT/Comm room, raceway and power included to that location.
62. Assumes APS scope of work per the drawing titled “WA619101” issued by APS dated 06/30/2023.
63. Assumes the Telcom connection length to be 215 LF to existing comm line.
64. A snow melt system or equivalent has not been included as there is none shown on the project.
65. Costs for trenching and conduit to relocate the APS and Optimum services on the power pole in the SE corner of the project site have been included. APS Fees or Optimum Fees are assumed to be paid direct by the Owner and have not been included in the GMP pricing.
66. Assumes that the EV Fire Blanket scope is provided by the Owner and is not included in this GMP.

Special Systems

67. Assumes 3 EA blue phone locations.
68. Assumes the use of J-hooks where conduit cannot be run.
69. Assumes 1 EA 7' 0" 2-post rack in the IDF room.
70. Rough-Ins are included for the security/access control scope of work. Cabling, devices, connection, and testing will be by the Owner security vendor.
71. Building Controls will be by the Owner Controls vendor. No costs for building controls have been included in the GMP.
72. Rough-Ins for the IT scope have been included in the GMP. UPS, router/firewall, core switch/edge switch, servers/storage backup, software, wireless access points, etc., will be by the Owner IT vendor.
73. Add alternates for CCTV and Access Control are based on the quantities per the trade partner's proposal. Add alternate costs do not capture any City or Design comments.

Earthwork, Paving, & Utilities

74. The Mass Excavation (Rock Excavation) scope of work has not been included in the GMP as the Owner will contract directly with Fann Contracting to perform this scope of work. The owner will

coordinate the buyout of this scope with McCarthy to ensure that the project start date and schedule requirements are met. Fann Contracting scope that is not part of the Mass Excavation scope is included within the GMP Pricing.

75. Assumes that all offsite paving including any Forest Road improvements will be by the owner direct to Fann Contracting.
76. Assumes an 84" CMP/Contech system in lieu of 84" HDPE storm drainpipe. HDPE Piping is not available in the 84" diameter.
77. Assumes a 2" water service connection in lieu of the 1" as shown.
78. Excavation for trenching has been included per the Geotech report. Any soil conditions that are outside of the Geotech report and require additional hard dig will be processed as a change order to the owner when the conditions are encountered.
79. It is assumed that blasting will be a part of the mass excavation scope of work that is direct between Fann and the Owner. It is assumed that all soil conditions will support the use of blasting on the project site and will meet the transference requirements to neighboring properties. Costs for going to alternate excavation methodology have not been included in the GMP pricing or in Fann's pricing to the Owner. The schedule is based on the blasting duration for mass excavation. The schedule will be impacted if alternate excavation methodology becomes necessary.
80. The trenching for the dry utilities is based on the APS drawings dated 06/30/2023, quantities above and beyond that are not included in the GMP.
81. The excavation and temporary shoring system is assumed to be completed by the Owner prior to footings starting.

Landscaping & Irrigation

82. Assumes that the red rocks from a different site will be allowed to be used for creating the gabion walls as the rocks on-site may not be usable for the size of the baskets as shown.

C. EXHIBITS

1. APS Drawings titled: WA619101 issued 06/30/2023.
2. Exhibit A – Markup for Offsite Improvements dated 01/17/2024.
3. Preliminary Shoring Design from Adam's Contracting dated 01/12/24.

D. ALLOWANCES (Direct Costs)

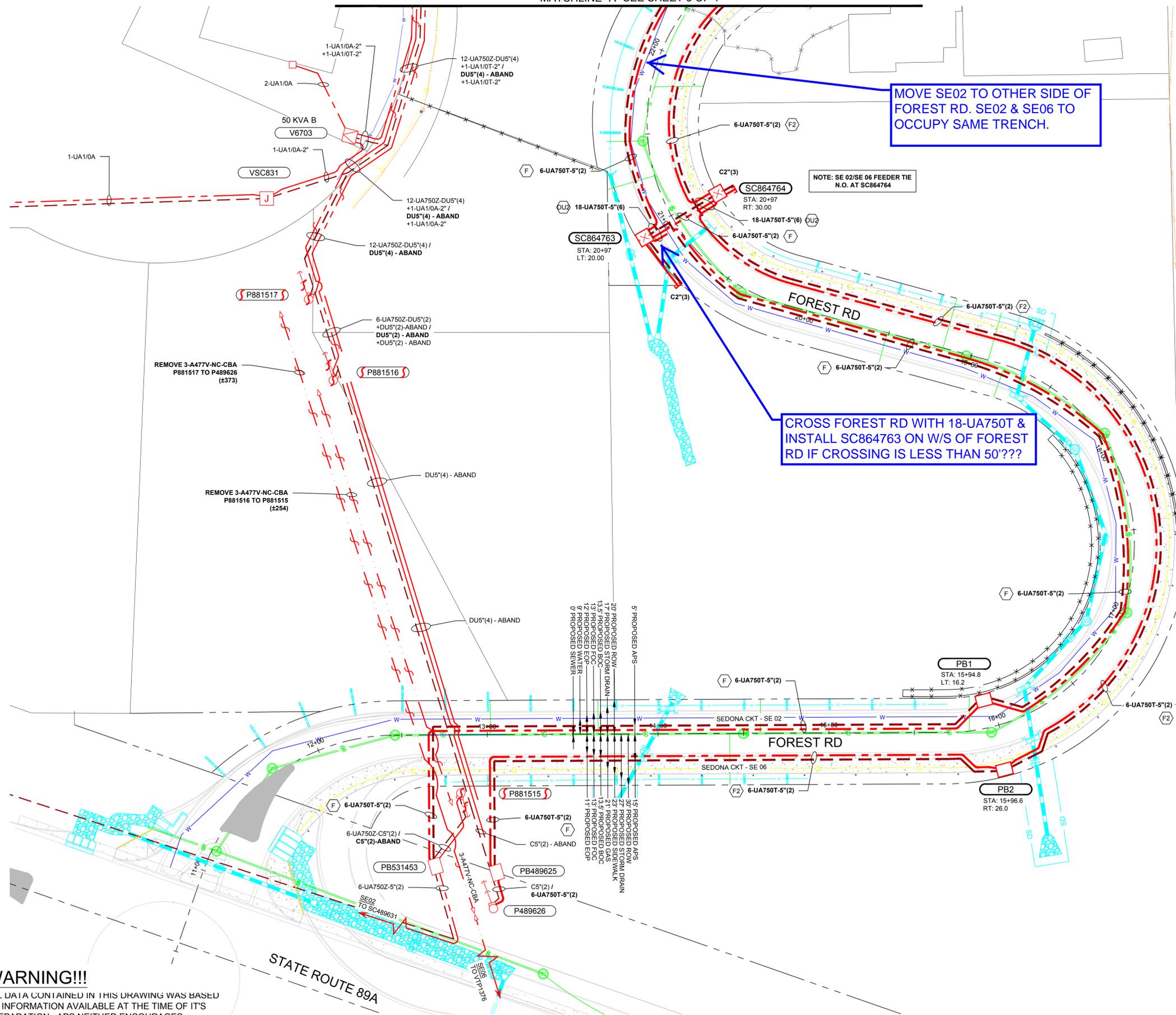
1. Includes an allowance for Building and Code Compliant signage worth \$50,000.



WA619101
FOREST RD CONNECTION
SEDONA, AZ 86336

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6/30/2023 ACT-MD

MATCHLINE "A" SEE SHEET 3 OF 4



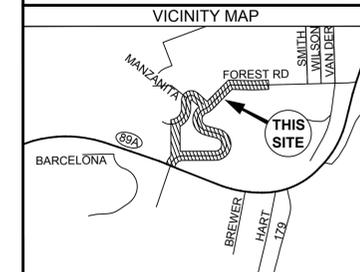
MOVE SE02 TO OTHER SIDE OF FOREST RD. SE02 & SE06 TO OCCUPY SAME TRENCH.

CROSS FOREST RD WITH 18-UA750T & INSTALL SC864763 ON W/S OF FOREST RD IF CROSSING IS LESS THAN 50'???

CONSTRUCTION NOTES:

- 8 REMOVE 7624.B032 50KVA (7.2KV) 120/240V (LABOR ONLY)
2894.FAUA1/0T(2)
7922
2701.BV.12(2)
- 9 INSTALL 7624.B032 50KVA (7.2KV) 120/240V (LABOR ONLY)
7922
7904
2701.BV(2)
- 10 REMOVE 2727.3 / INSTALL 2727.3
- 11 INSTALL 8656.N
2729.B3
2727.3V
- 12 REMOVE 8716.A1 / INSTALL 8716.A1
- 13 REMOVE 7626.A032 2894.FAUA1/0T 2701.BV(3) / INSTALL 7626.A032 50KVA (7.2KV) 7904 2701.BV(3)

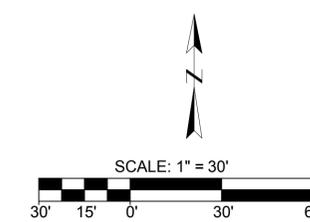
DATA MODIFIED PER FIELD CONDITIONS



QUARTER SECTION GRID DATA

T17N R6E Sec 7 SE 1/4 MAP#
CONTACT: MATTHEW HERRERA
PHONE: 928-274-9659 MOBILE:
INSPECTOR: VERDE CONTROL DESK
PHONE: 928-646-8502 MOBILE:

REVISION		
DATE	DESCRIPTION	BY



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Contact Arizona 811 at least two full working days before you begin excavation

Call 811 or click Arizona811.com

WA619101
FOREST RD CONNECTION

FILE: WA619101.DWG
BY: ACT-MD DATE: 08/01/2022
SCALE: 1:30 SHEET: 2 OF 4

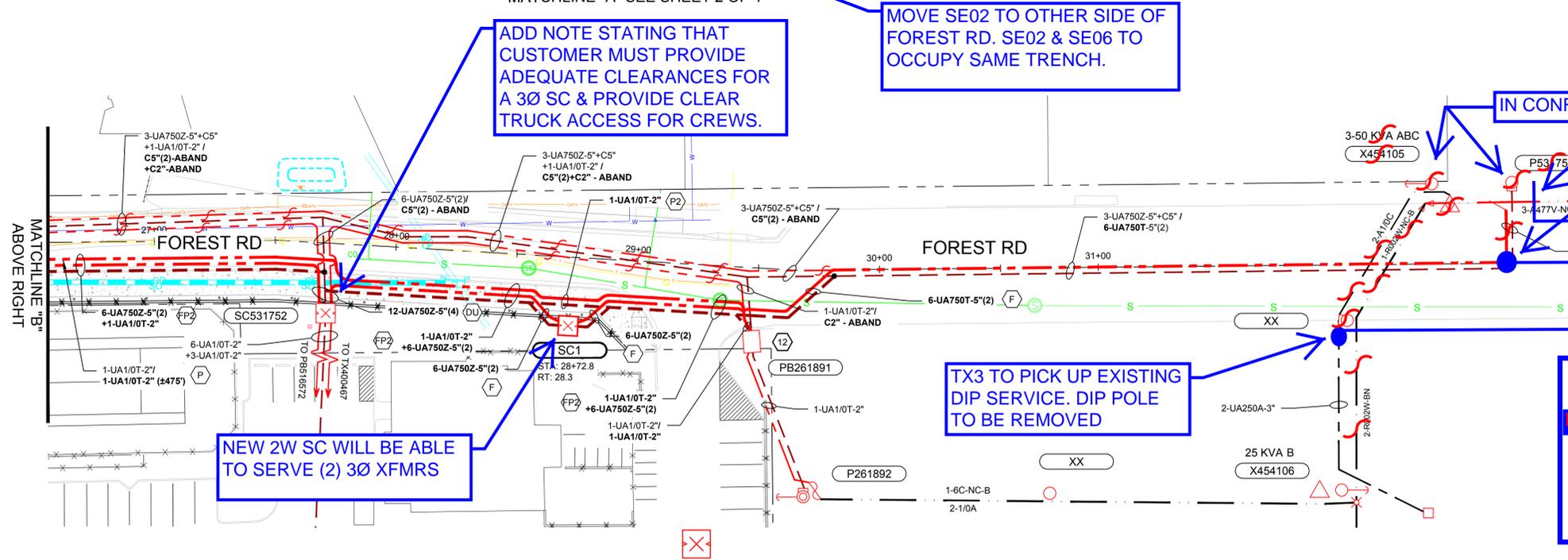
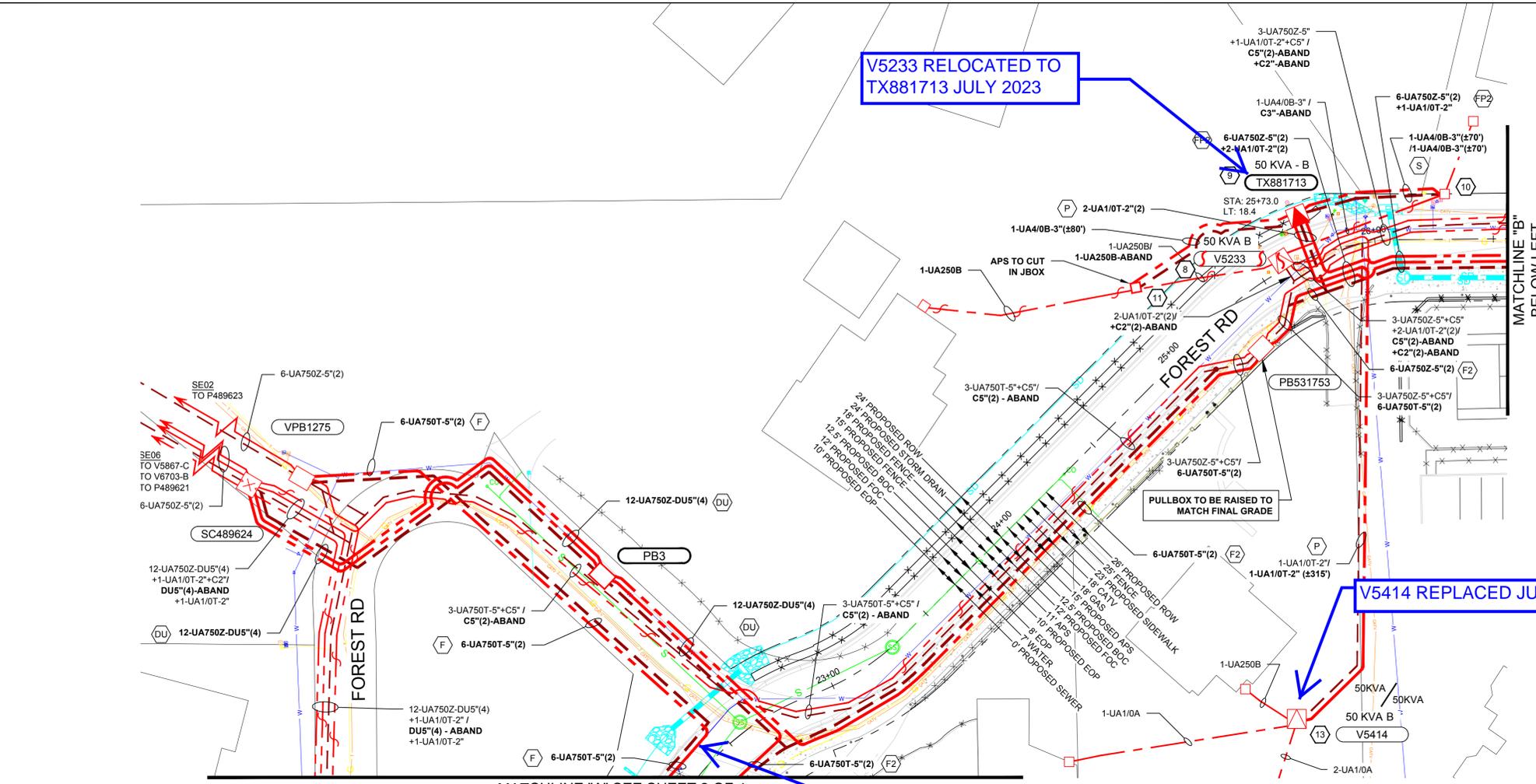
CONSTRUCTION NOTES:

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6/30/2023 ACT-MD

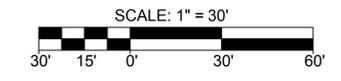
**RE-USE EXISTING 50KVA XFMR, MOVE TO NEW LOCATION AND RENAME FROM V5233 TO TX881713

WIRE DATA				
CODE	TYPE	INST	REM	ABAND
6215.UA1/0T	PRIMARY	852'	757'	0'
6220.UA4/0B	SECONDARY	179'	80'	0'
6220.UA250BV	SERVICE	0'	0'	80'

- 8 REMOVE 7624.B032 50KVA (7.2KV) 120/240V (LABOR ONLY)
2894.FAUA1/0T(2)
7922
2701.BV.12(2)
- 9 INSTALL 7624.B032 50KVA (7.2KV) 120/240V (LABOR ONLY)
7922
7904
2701.BV(2)
- 10 REMOVE 2727.3 / INSTALL 2727.3
- 11 INSTALL 8656.N
2729.B3
2727.3V
- 12 REMOVE 8716.A1 / INSTALL 8716.A1
- 13 REMOVE 7626.A032
2894.FAUA1/0T
2701.BV(3) / INSTALL TX3 TO PICK UP EXISTING SERVICE VIA SECONDARY POLE UP DIP?
7904
2701.BV(3)



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Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

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VICINITY MAP

QUARTER SECTION GRID DATA
T17N R6E Sec 7 SE 1/4 MAP#

CONTACT: MATTHEW HERRERA
PHONE: 928-274-9659 | MOBILE:
INSPECTOR: VERDE CONTROL DESK
PHONE: 928-646-8502 | MOBILE:

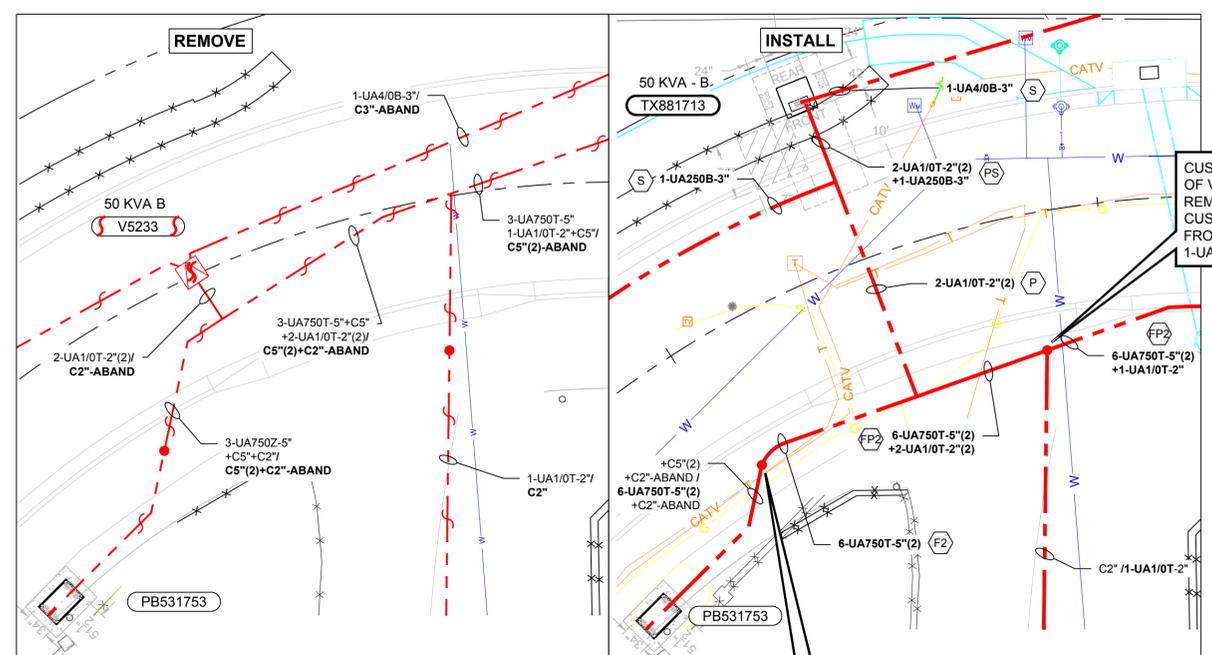
REVISION

DATE	DESCRIPTION	BY

WA619101
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FILE: WA619101.DWG
BY: ACT-MD DATE: 08/01/2022
SCALE: 1:30 SHEET 3 OF 4

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CUSTOMER TO LOCATE CONDUIT SYSTEM NORTH OF V5414 WITH APS INSPECTOR PRESENT. APS TO REMOVE 1-UA1/0T FROM V5233 TO V5414. CUSTOMER TO COMPLETE CONDUIT SYSTEM FROM TX1 TO V5414. APS TO INSTALL NEW 1-UA1/0T FROM TX1 TO V5414. **

CUSTOMER TO LOCATE CONDUIT SYSTEM SOUTHEAST OF SC489624 WITH APS INSPECTOR PRESENT. APS TO REMOVE 6-UA750Z FROM: SC489624 TO P881516.

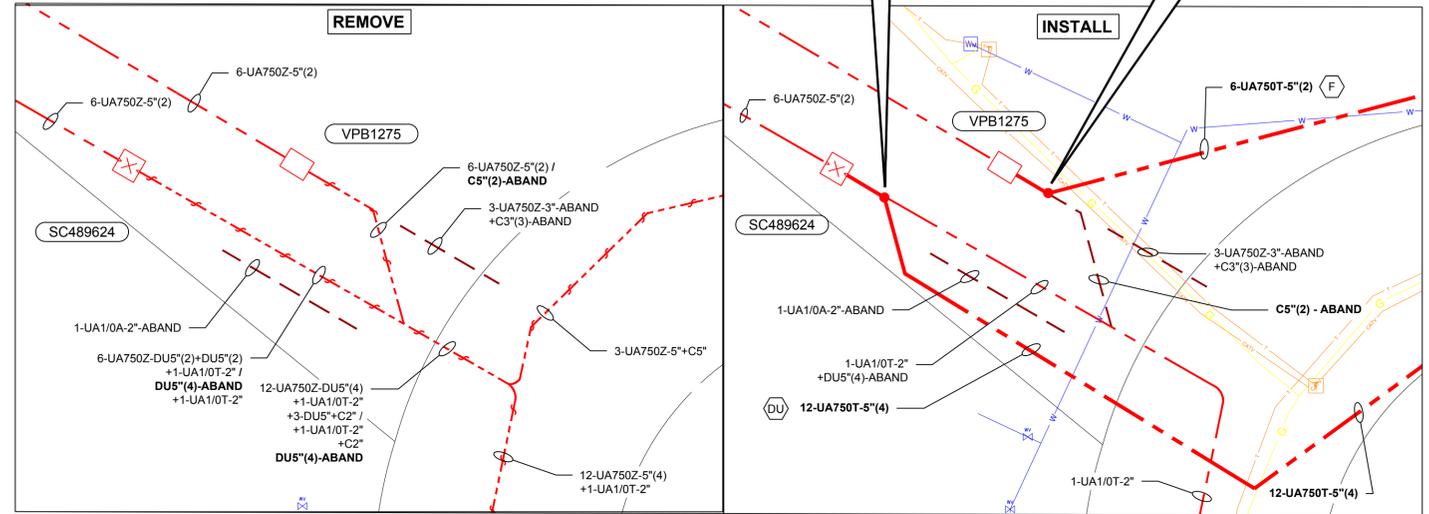
CUSTOMER TO COMPLETE CONDUIT SYSTEM FROM: SC489624 TO PB3. PB3 TO NEW SWITCHING CABINET, SC489624. PB3 TO PB531753.

APS TO INSTALL NEW 6-UA750T FROM: SC489624 TO PB3. PB3 TO SC864764. SC489624 TO PB3. PB3 TO SC864764.

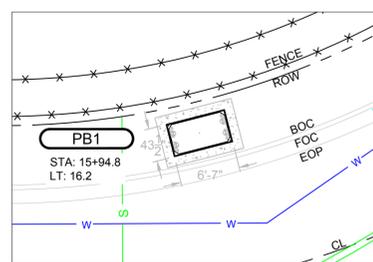
CUSTOMER TO LOCATE CONDUIT SYSTEM SOUTHEAST OF VPB1275 WITH APS INSPECTOR PRESENT. APS TO REMOVE 6-UA750Z FROM VPB1275 TO P881517. CUSTOMER TO COMPLETE CONDUIT SYSTEM FROM VPB1275 TO NEW SWITCHING CABINET, SC864763. APS TO INSTALL NEW 6-UA750T FROM VPB1275 TO SWITCHING CABINET, SC864763. **

PB531753 & V5233
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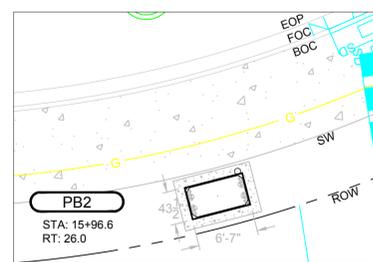
CUSTOMER TO LOCATE CONDUIT SYSTEM NORTH OF PB531753 WITH APS INSPECTOR PRESENT. APS TO REMOVE 3-UA750Z FROM PB531753 TO SC531752. CUSTOMER TO COMPLETE CONDUIT SYSTEM FROM PB531753 TO SC531752. APS TO INSTALL NEW 6-UA750T FROM PB531753 TO SC531752. **



SC489624 & VPB1275
DETAIL SCALE= 1"=10' 2



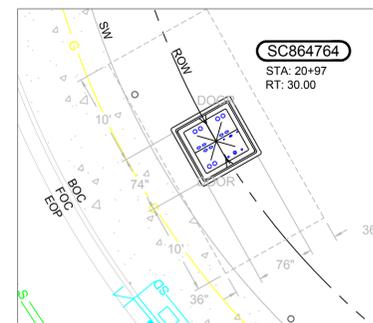
PB1
DETAIL SCALE= 1"=10' 03



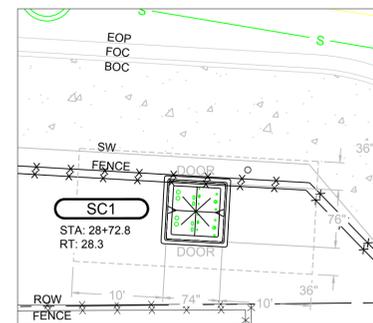
PB2
DETAIL SCALE= 1"=10' 04



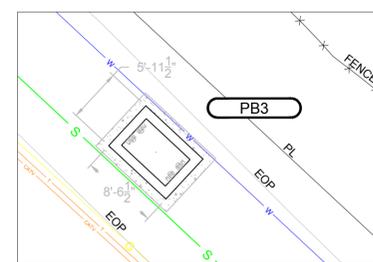
SC864763
DETAIL SCALE= 1"=10' 05



SC864764
DETAIL SCALE= 1"=10' 06

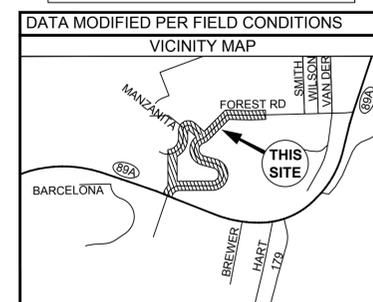


SC1
DETAIL SCALE= 1"=10' 07

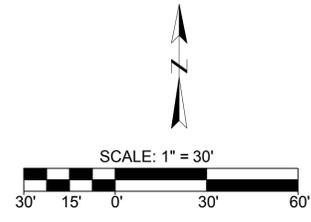


PB3
DETAIL SCALE= 1"=10' 08

** CONNECTING TO EXISTING CONDUIT CUSTOMER TO VERIFY THE INTEGRITY OF THE 5" CONDUITS. IF THE CONDUIT IS DAMAGED OR CRUSHED IT IS THE CUSTOMER'S RESPONSIBILITY TO TRENCH BACK TO THE SOURCE.



QUARTER SECTION GRID DATA		
T17N	R6E	Sec 7 SE 1/4 MAP#
CONTACT: MATTHEW HERRERA		
PHONE: 928-274-9659 MOBILE:		
INSPECTOR: VERDE CONTROL DESK		
PHONE: 928-646-8502 MOBILE:		
REVISION		
DATE	DESCRIPTION	BY



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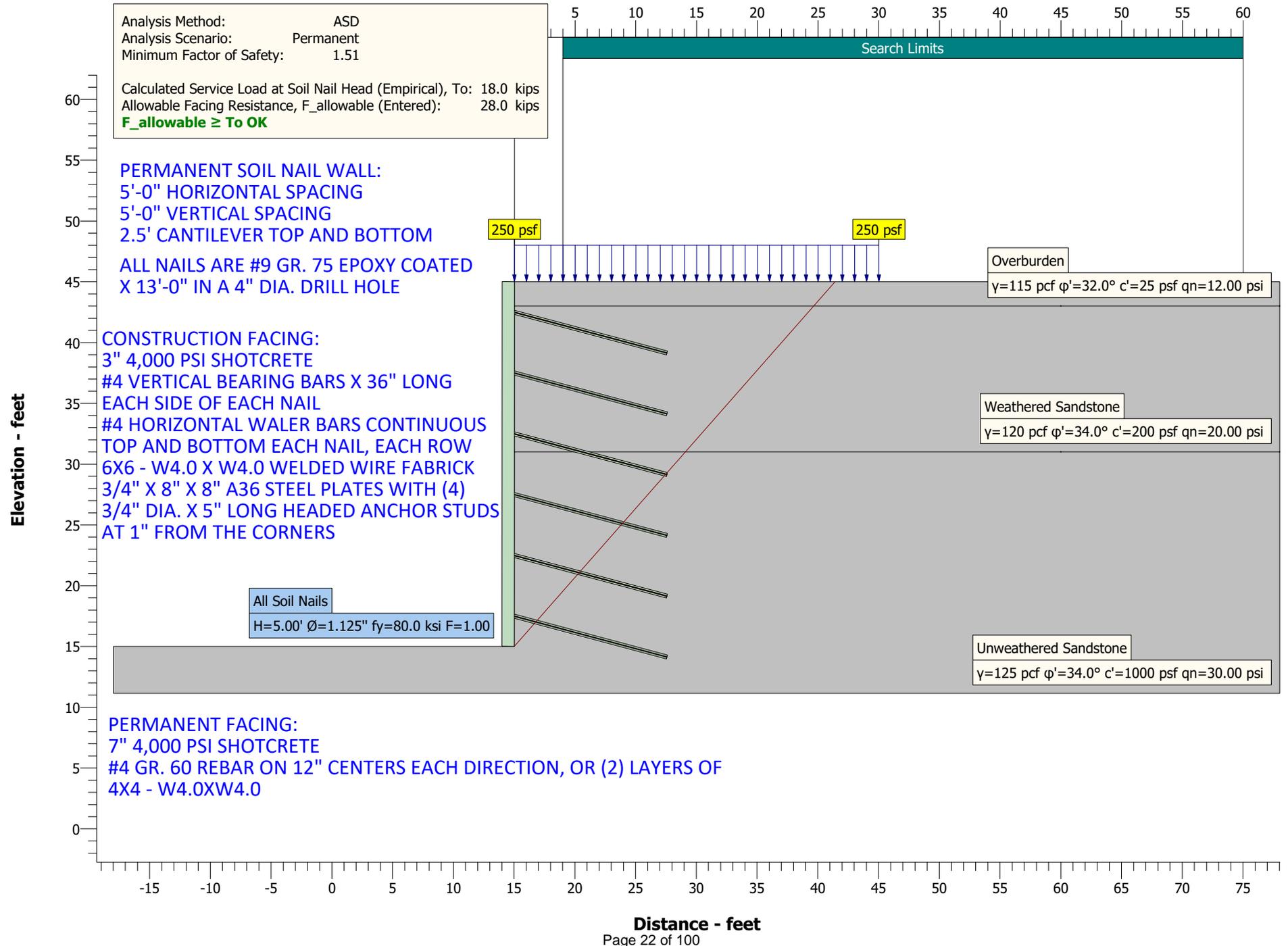
Contact Arizona 811 at least two full working days before you begin excavation

Call 811 or click Arizona811.com

WA619101
FOREST RD CONNECTION

FILE: WA619101.DWG
BY: ACT-MD DATE: 08/01/2022
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06.2 EXHIBIT - PRELIM SHORING DESIGN - ADAMS



=====

Snail

Version: 2.2.2

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File Information

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File Name: Sedona Parking Perm Wall 011224.snz
Run Date: 01/12/24
Run Time: 14:38:46

=====

Project Information

=====

Description: Perm Wall
Location: Sedona
EA: 4 sides
Project ID: PES 082421
Wall No.: 1
Structure No.: 1
Station: 1
Engineer: TAP
Designer

Comments:

Permanent soil nail wall for parking garage walls

=====

Geometry

=====

Layout:

Reference Point:

At: Toe of Wall
Distance From Origin: 15.00 feet
Elevation Above Origin: 15.00 feet

Wall Dimensions:

Wall Height: 30.00 feet
Facing Angle: 90.00 degrees
Facing Batter: 0.000 :12 H:V

Ground Surface:

Number of lines that define the ground surface above the wall: 1

No.	Angle degrees	Distance feet
1	0	

Number of lines that define the ground surface in front of the toe: 1

No.	Angle degrees	Distance feet
1	0	

Soil Layers:

Number of Layers: 3

Layers Below the Top Layer:

Coordinates of the Top of the Layer: feet

Layer	Point 1 Distance	Point 1 Elevation	Point 2 Distance	Point 2 Elevation
2	15.00	43.00	60.00	43.00
3	15.00	31.00	60.00	31.00

Ground Water:

Include Ground Water: No

Soil Nails

Dimensions and Properties:

Maximum Vertical Spacing: 5.00 feet
 Number of Soil Nail Rows: 6
 Soil Nail Design Parameters: Uniform Throughout Cross-Section
 Soil Nail Length: 13.00 feet
 Inclination From Horizontal: 15 degrees
 Vertical Distance from Top of Wall to First Row: 2.50 feet
 Vertical Spacing: 5.00 feet
 Horizontal Spacing H: 5.00 feet
 Nail Bar Diameter Ø: 1.125 inches
 Nail Bar Yield Strength fy: 80.0 ksi

Facing Resistance:

	Temporary	Permanent	Seismic
ASD Allowable Facing Resistance:	19.6	28.0	38.1 kips

Soil Properties

Layer	Description	Unit Weight γ pcf	Friction Angle φ' degrees	Cohesion c' psf
1	Overburden	115	32.0	25
2	Weathered Sandstone	120	34.0	200
3	Unweathered Sandstone	125	34.0	1000

Loads

Applied Loads:

Seismic:

Horizontal Seismic Coefficient Kh0.10:

External Load:

Apply external load: No

Surcharges:

Apply surcharges: Yes

No.	Distance from Top of Wall		Load	
	Begin feet	End feet	Begin psf	End psf
1	0.00	30.00	250	250

Factors of Safety

	Temporary	Permanent	Seismic
Pullout (Distal):	2.00	2.00	1.50
Pullout (Proximal):	2.00	2.00	1.50
Nail Bar Yield:	1.80	1.80	1.35

Search Options

Search Limits:

Begin: 4.00 feet
 End: 60.00 feet

Below Toe Searches (BTS):

Perform below Toe Search: No

Advanced Search Options:

Use Advanced Search Options: No

Results

Analysis:

Method: ASD
 Scenario: Permanent

Factor of Safety:

Minimum: 1.51
 Found at Search Point: 5
 Found at Grid Point: 55
 Found at Search Level: Toe of the wall

Load at Soil Nail Head:

Calculated Service Load at Soil Nail Head (Empirical), To: 18.0 kips
 Allowable Facing Resistance, F allowable (Entered): 28.0 kips
 F_allowable ≥ To OK

Nominal Pullout Resistance:

Layer	Description	Nominal Pullout Resistance klf
1	Overburden	1.810
2	Weathered Sandstone	3.016
3	Unweathered Sandstone	4.524

Results by Search Level:

** Indicates Minimum Factor of Safety

Search Level: At the toe of the wall Facing Design Force = 18.0 kips (Clouterre)

Search Point	Minimum Factor of Safety	Distance of Wall From Toe feet	Failure Planes				Reinforcement		
			Lower		Upper		Level	Stress ksi	Controlling Resistance Failure Mode
			Angle degrees	Length feet	Angle degrees	Length feet			
1	2.91	4.00	76.51	15.43	88.47	15.01	1	13.6	Pullout
							2	13.8	Pullout
							3	19.5	Pullout
							4	22.9	Pullout
							5	25.6	Pullout
							6	28.3	Pullout
2	1.95	9.60	65.43	23.09	90.00	9.00	1	4.6	Pullout
							2	5.3	Pullout
							3	12.8	Pullout
							4	17.6	Pullout
							5	22.4	Pullout
							6	27.2	Pullout
3	1.60	15.20	57.65	28.41	-90.00	6.00	1	0.0	Pullout
							2	0.6	Pullout
							3	7.3	Pullout
							4	13.6	Pullout
							5	20.0	Pullout
							6	26.4	Pullout
4	1.51	20.80	55.27	36.51	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	5.5	Pullout
							4	12.4	Pullout
							5	19.3	Pullout
							6	26.1	Pullout
** 5	1.51	26.40	48.65	39.96	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.2	Pullout
							4	8.6	Pullout
							5	17.0	Pullout
							6	25.4	Pullout
6	1.60	32.00	43.15	43.86	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout

							3	0.0	Pullout
							4	5.2	Pullout
							5	14.9	Pullout
							6	24.7	Pullout
7	1.73	37.60	38.59	48.10	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	2.0	Pullout
							5	13.0	Pullout
							6	24.1	Pullout
8	1.88	43.20	34.78	52.60	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	11.2	Pullout
							6	23.5	Pullout
9	2.04	48.80	31.58	57.28	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	9.6	Pullout
							6	22.9	Pullout
10	2.21	54.40	28.88	62.12	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	8.0	Pullout
							6	22.4	Pullout
11	2.39	60.00	26.57	67.08	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	6.6	Pullout
							6	21.9	Pullout

=====
 END OF REPORT
 =====

Number of Studs: 4
 Stud Head Diameter: 1.250 inches
 Stud Head Thickness: 0.380 inches
 Headed-Stud Length: 4.750 inches
 Stud Shaft Diameter: 0.750 inches
 Stud Spacing: 6.000 inches
 Stud Tensile Strength: 65.0 ksi

=====
 Factors of Safety
 =====

ASD Facing Factors of Safety:

	Temporary	Permanent	Seismic
Punching:	1.35	1.50	1.10
Flexural:	1.35	1.50	1.10
Stud Tensile:		2.00	1.50

ASD Bearing Plate Factors of Safety:

Tensile Stress: 2.00
 Flexural: 1.60
 Bearing Stress of Steel: 1.25
 Bearing Stress of Concrete/Shotcrete: 3.33

=====
 Results
 =====

Facing:

Analysis	Failure Mode	Allowable Resistance kips	Capacity Ratio (Normalized by Control Mode Capacity)
Temporary:	Flexure:	21.0	1.07
	Punching Shear:	19.6	1.00
Permanent:	Flexure:	35.5	1.27
	Punching Shear:	28.0	1.00
	Stud Tensile:	57.4	2.05
Seismic:	Flexure:	48.4	1.27
	Punching Shear:	38.1	1.00
	Stud Tensile:	76.6	2.01

Bearing Plates:

Failure Mode	Allowable Resistance kips
Flexure (Tensile Limit):	22.5
Flexure (Yield):	20.3
Bearing Stress of Steel:	120.2
Bearing Stress of Concrete or Shotcrete:	74.8

=====
 END OF REPORT
 =====

Snail

Version: 2.2.2

Facing Analysis

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File Information

File Name: Sedona Parking Perm Wall 011224.snz
Run Date: 01/12/24
Run Time: 14:40:04

Project Information

Description: Perm Wall
Location: Sedona
EA: 4 sides
Project ID: PES_082421
Wall No.: 1
Structure No.: 1
Station: 1
Engineer: TAP
Designer

Comments:

Permanent soil nail wall for parking garage walls

Analysis

Method: ASD
Temporary Shoring Only: No
Check Bearing Plate Capacity: Yes

Soil Nails

Horizontal Spacing: 5.00 feet
Vertical Spacing: 5.00 feet

Facing

	Temporary	Permanent
Facing Thickness:	3.000	7.000 inches
Vertical Reinforcement Area:	0.080	0.200 in ² /foot
Horizontal Reinforcement Area:	0.080	0.200 in ² /foot
No. of Vertical Waler Bars:	2	0
No. of Horizontal Waler Bars:	2	0
Waler Bar Area:	0.200	0.000 in ²
Waler Bar Yield Strength:	60.0	60.0 ksi
Concrete Yield Strength:	4.0	4.0 ksi
Reinforcement Yield Strength:	65.0	60.0 ksi
Punching Correction Factor:	1.00	1.00
Flexural Correction Factor:	2.00	1.00

Bearing Plates

Bearing Plate Width / Height: 8.000 inches
Bearing Plate Thickness: 0.750 inches
Bearing Plate Hole Diameter: 1.500 inches
Wedge Washer Diameter: 2.000 inches
Concrete Hole Diameter: 1.500 inches
Bearing Plate Yield Strength: 36.0 ksi
Bearing Plate Tensile Strength: 50.0 ksi

Studs

=====

Snail

Version: 2.2.2

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File Information

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File Name: Sedona Parking Perm Wall 011224.snz
Run Date: 01/12/24
Run Time: 14:38:46

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Project Information

=====

Description: Perm Wall
Location: Sedona
EA: 4 sides
Project ID: PES 082421
Wall No.: 1
Structure No.: 1
Station: 1
Engineer: TAP
Designer

Comments:

Permanent soil nail wall for parking garage walls

=====

Geometry

=====

Layout:

Reference Point:

At: Toe of Wall
Distance From Origin: 15.00 feet
Elevation Above Origin: 15.00 feet

Wall Dimensions:

Wall Height: 30.00 feet
Facing Angle: 90.00 degrees
Facing Batter: 0.000 :12 H:V

Ground Surface:

Number of lines that define the ground surface above the wall: 1

No.	Angle degrees	Distance feet
1	0	

Number of lines that define the ground surface in front of the toe: 1

No.	Angle degrees	Distance feet
1	0	

Soil Layers:

Number of Layers: 3

Layers Below the Top Layer:

Coordinates of the Top of the Layer: feet

Layer	Point 1 Distance	Point 1 Elevation	Point 2 Distance	Point 2 Elevation
2	15.00	43.00	60.00	43.00
3	15.00	31.00	60.00	31.00

Ground Water:

Include Ground Water: No

Soil Nails

Dimensions and Properties:

Maximum Vertical Spacing: 5.00 feet
 Number of Soil Nail Rows: 6
 Soil Nail Design Parameters: Uniform Throughout Cross-Section
 Soil Nail Length: 13.00 feet
 Inclination From Horizontal: 15 degrees
 Vertical Distance from Top of Wall to First Row: 2.50 feet
 Vertical Spacing: 5.00 feet
 Horizontal Spacing H: 5.00 feet
 Nail Bar Diameter Ø: 1.125 inches
 Nail Bar Yield Strength fy: 80.0 ksi

Facing Resistance:

	Temporary	Permanent	Seismic
ASD Allowable Facing Resistance:	19.6	28.0	38.1 kips

Soil Properties

Layer	Description	Unit Weight γ pcf	Friction Angle φ' degrees	Cohesion c' psf
1	Overburden	115	32.0	25
2	Weathered Sandstone	120	34.0	200
3	Unweathered Sandstone	125	34.0	1000

Loads

Applied Loads:

Seismic:

Horizontal Seismic Coefficient Kh0.10:

External Load:

Apply external load: No

Surcharges:

Apply surcharges: Yes

No.	Distance from Top of Wall		Load	
	Begin feet	End feet	Begin psf	End psf
1	0.00	30.00	250	250

Factors of Safety

	Temporary	Permanent	Seismic
Pullout (Distal):	2.00	2.00	1.50
Pullout (Proximal):	2.00	2.00	1.50
Nail Bar Yield:	1.80	1.80	1.35

Search Options

Search Limits:

Begin: 4.00 feet
 End: 60.00 feet

Below Toe Searches (BTS):

Perform below Toe Search: No

Advanced Search Options:

Use Advanced Search Options: No

Results

Analysis:

Method: ASD
 Scenario: Permanent

Factor of Safety:

Minimum: 1.51
 Found at Search Point: 5
 Found at Grid Point: 55
 Found at Search Level: Toe of the wall

Load at Soil Nail Head:

Calculated Service Load at Soil Nail Head (Empirical), To: 18.0 kips
 Allowable Facing Resistance, F allowable (Entered): 28.0 kips
 F_allowable ≥ To OK

Nominal Pullout Resistance:

Layer	Description	Nominal Pullout Resistance klf
1	Overburden	1.810
2	Weathered Sandstone	3.016
3	Unweathered Sandstone	4.524

Results by Search Level:

** Indicates Minimum Factor of Safety

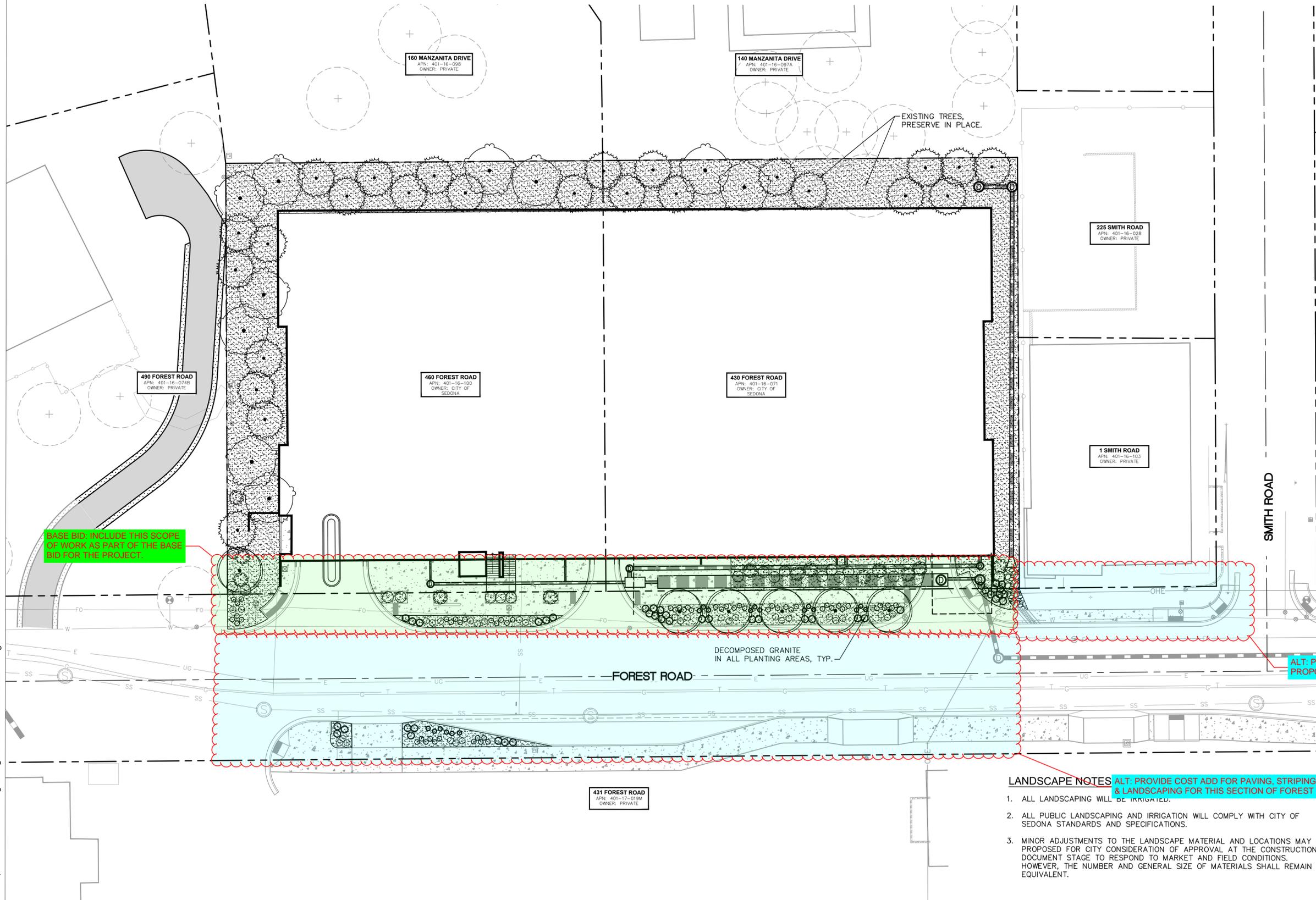
Search Level: At the toe of the wall Facing Design Force = 18.0 kips (Clouterre)

Search Point	Minimum Factor of Safety	Distance of Wall From Toe feet	Failure Planes				Reinforcement		
			Lower		Upper		Level	Stress ksi	Controlling Resistance Failure Mode
			Angle degrees	Length feet	Angle degrees	Length feet			
1	2.91	4.00	76.51	15.43	88.47	15.01	1	13.6	Pullout
							2	13.8	Pullout
							3	19.5	Pullout
							4	22.9	Pullout
							5	25.6	Pullout
							6	28.3	Pullout
2	1.95	9.60	65.43	23.09	90.00	9.00	1	4.6	Pullout
							2	5.3	Pullout
							3	12.8	Pullout
							4	17.6	Pullout
							5	22.4	Pullout
							6	27.2	Pullout
3	1.60	15.20	57.65	28.41	-90.00	6.00	1	0.0	Pullout
							2	0.6	Pullout
							3	7.3	Pullout
							4	13.6	Pullout
							5	20.0	Pullout
							6	26.4	Pullout
4	1.51	20.80	55.27	36.51	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	5.5	Pullout
							4	12.4	Pullout
							5	19.3	Pullout
							6	26.1	Pullout
** 5	1.51	26.40	48.65	39.96	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.2	Pullout
							4	8.6	Pullout
							5	17.0	Pullout
							6	25.4	Pullout
6	1.60	32.00	43.15	43.86	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout

							3	0.0	Pullout
							4	5.2	Pullout
							5	14.9	Pullout
							6	24.7	Pullout
7	1.73	37.60	38.59	48.10	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	2.0	Pullout
							5	13.0	Pullout
							6	24.1	Pullout
8	1.88	43.20	34.78	52.60	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	11.2	Pullout
							6	23.5	Pullout
9	2.04	48.80	31.58	57.28	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	9.6	Pullout
							6	22.9	Pullout
10	2.21	54.40	28.88	62.12	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	8.0	Pullout
							6	22.4	Pullout
11	2.39	60.00	26.57	67.08	0.00	0.00	1	0.0	Pullout
							2	0.0	Pullout
							3	0.0	Pullout
							4	0.0	Pullout
							5	6.6	Pullout
							6	21.9	Pullout

=====
 END OF REPORT
 =====

06.3 EXHIBIT A - MARKUP FOR OFFSITE IMPROVEMENTS DATED 1/17/2024.



PLANTING LEGEND

DECIDUOUS TREES	
SYMBOL	BOTANICAL NAME COMMON NAME
	CHILOPSIS LINEARIS "HOPE" HOPE DESERT WILLOW
EVERGREEN TREES	
SYMBOL	BOTANICAL NAME COMMON NAME
	JUNIPERUS ARIZONICA* REDBERRY JUNIPER
	JUNIPERUS SCOPULORUM* ROCKY MOUNTAIN JUNIPER
SHRUBS/GROUNDCOVERS	
SYMBOL	BOTANICAL NAME COMMON NAME
	ASCLEPIAS TUBEROSA BUTTERFLY MILKWEED
	BOUTELOUA GRACILIS "BLONDE AMBITION" "BLONDE AMBITION" BLUE GRAMA
	GUTIERREZIA SAROTHRAE* SNAKEWEED
	MELAMPodium LEUCANTHUM BLACKFOOT DAISY
	NOLINA MICROCARPA* BEAR GRASS
	RHUS TRILOBATA* THREE-LEAF SUMAC
SITE	
SYMBOL	NAME

1"-3" ROCK MULCH, COLOR TBD

*NATIVE PLANT FROM THE CITY OF SEDONA APPROVED PLANT LIST

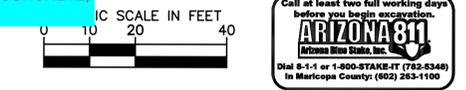
LEGEND

	PROPERTY LINE
	PROPOSED FLOW LINE
	ROADWAY CENTERLINE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

ALT: PROVIDE COST ADD FOR 8' WIDE PROPOSED SIDEWALK IMPROVEMENTS.

LANDSCAPE NOTES ALT: PROVIDE COST ADD FOR PAVING, STRIPING, SITE CONCRETE, & LANDSCAPING FOR THIS SECTION OF FOREST ROAD.

- ALL LANDSCAPING WILL BE IRRIGATED.
- ALL PUBLIC LANDSCAPING AND IRRIGATION WILL COMPLY WITH CITY OF SEDONA STANDARDS AND SPECIFICATIONS.
- MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR CITY CONSIDERATION OF APPROVAL AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THE NUMBER AND GENERAL SIZE OF MATERIALS SHALL REMAIN EQUIVALENT.



NOTICE OF EXTENDED PAYMENT PROVISION

(PER ARS 32-1129.01) THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVALS OF BILLINGS AND ESTIMATES FOR PROGRESS PAYMENTS WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVALS OF BILLINGS AND ESTIMATES FOR RELEASE OF RETENTION AND WITHIN 15 DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS AND ESTIMATES FOR FINAL PAYMENT.

K:\PRS_Roadway\09188500-Uptown Sedona Parking Garage\CAD\PlanSheets\LS01.dwg

Symbol	Revisions	Date	Appr.	Designed by:	Date:
				MMP	01/05/2024
				MMP	1"=20'
				RVF	Project Code: 091885001

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

Kimley»Horn

ENGINEER A. BAIRD
PE NO. 48841 DATE 01/24

Kimley»Horn

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101 WEST GOODWIN ST, SUITE 303 PRESCOTT ARIZONA, 86303
PHONE: 928-458-7121
WWW.KIMLEY-HORN.COM



CITY OF SEDONA
PUBLIC WORKS DEPARTMENT
102 ROADRUNNER DRIVE
SEDONA, ARIZONA 86336
928-204-7111

UPTOWN SEDONA
PARKING GARAGE
LANDSCAPE PLAN

SHEET ID
LS02
SHEET NO.
13 OF 17

Exhibit 2 - Drawing List

EXHIBIT II - UPTOWN SEDONA PARKING FACILITY

SHEET NO.	DESCRIPTION	DATE
ARCHITECTURAL		
a000	Cover Sheet	09 February 2024
a001	Occupancy & Code Analysis	09 February 2024
a000	Cover Sheet	09 February 2024
a001	Occupancy & Code Analysis	09 February 2024
a050	Architectural Site Plan	09 February 2024
a100	Lower Level Tier Plan	09 February 2024
a101	Ground Level Tier Plan	09 February 2024
a102	Roof Level Tier Plan	09 February 2024
a200	Lower Level Tier- Reflected Ceiling Plan	09 February 2024
a201	Ground Level Tier - Reflected Ceiling Plan	09 February 2024
a301	Details	09 February 2024
a400	Exterior Elevations	09 February 2024
a401	Enlarged - Exterior Elevations	09 February 2024
a500	Sections	09 February 2024
a501	Sections	09 February 2024
a550	Wall Sections	09 February 2024
a600	Interior Elevations & Details	09 February 2024
a605	Enlarged Plans	09 February 2024
a606	Enlarged Plan	09 February 2024
a607	Enlarged Plan	09 February 2024
a608	Enlarged Plan - Mechanical Shafts	09 February 2024
a609	Enlarged Plan - Mechanical Shafts	09 February 2024
a610	Enlarged Plan - Mechanical Shafts	09 February 2024
a620	Millwork Details	09 February 2024
a650	Stairs	09 February 2024
a651	Stair Details	09 February 2024
a652	Ramp Plans	09 February 2024
a653	Ramp Sections	09 February 2024
a700	Door Schedule	09 February 2024
a701	Accessibility Diagrams	09 February 2024
STRUCTURAL		
S000	COVER SHEET	01/05/2024
S001	GENERAL STRUCTURAL NOTES	01/05/2024
S002	GENERAL STRUCTURAL NOTES	01/05/2024
S003	GENERAL STRUCTURAL NOTES	01/05/2024
S100	BASEMENT FOUNDATION PLAN	01/05/2024
S101	GROUND LEVEL FRAMING PLAN	01/05/2024
S102	UPPER DECK FRAMING PLAN	01/05/2024
S103	CANOPY FRAMING PLAN	01/05/2024
S200	PT BEAM PROFILES	01/05/2024
S300	TYPICAL CONCRETE DETAILS	01/05/2024
S301	TYPICAL CONCRETE DETAILS	01/05/2024

S302	TYPICAL MASONRY DETAILS	01/05/2024
S400	FOUNDATION DETAILS	01/05/2024
S401	FOUNDATION DETAILS	01/05/2024
S402	FOUNDATION DETAILS	01/05/2024
S500	FRAMING DETAILS	01/05/2024
S501	FRAMING DETAILS	01/05/2024
S502	FRAMING DETAILS	01/05/2024
S503	FRAMING DETAILS	01/05/2024
MECHANICAL		
M0.1	MECHANICAL LEGENDS, SYMBOLS, AND SPECIFICATIONS	06 February 2024
M0.2	MECHANICAL SCHEDULES	06 February 2024
M1.1	MECHANICAL LOWER LEVEL FLOOR PLAN	06 February 2024
M1.2	MECHANICAL GROUND LEVEL FLOOR PLAN	06 February 2024
M1.3	MECHANICAL TOP LEVEL FLOOR PLAN	06 February 2024
M3.1	SECTIONS	06 February 2024
M3.2	SECTIONS	06 February 2024
M4.1	DETAILS	06 February 2024
PLUMBING		
P0.1	PLUMBING LEGENDS, SYMBOLS, SPECIFICATIONS, AND SCHEDULES	06 February 2024
P0.2	PLUMBING SCHEDULES	06 February 2024
P1.1	PLUMBING BASEMENT LEVELS FLOOR PLAN	06 February 2024
P1.2	PLUMBING GROUND LEVELS FLOOR PLAN	06 February 2024
P1.3	PLUMBING TOP LEVELS FLOOR PLAN	06 February 2024
P1.4	PLUMBING ENLARGED PLANS	06 February 2024
P2.1	PLUMBING DETAILS	06 February 2024
P2.2	PLUMBING DETAILS	06 February 2024
ELECTRICAL		
e0.0	Electrical Cover Sheet	08 February 2024
e0.1	Electrical Legend	08 February 2024
e0.2	Electrical Specifications	08 February 2024
e0.3	Lighting Specifications & Energy Calculations	08 February 2024
e0.4	Fire Alarm Riser Diagram	08 February 2024
e1.0	Electrical Site Plan	08 February 2024
e1.1	Photometric Site Plan	08 February 2024
e1.2	Site Lighting Cutsheets	08 February 2024
e2.0	Lower Levels - Power & Fire Alarm Plan	08 February 2024
e2.1	Ground Levels - Power & Fire Alarm Plan	08 February 2024
e2.2	Upper Deck - Power & Fire Alarm Plan	08 February 2024
e3.0	Lower Levels - Lighting Plan	08 February 2024
e3.1	Ground Levels - Lighting Plan	08 February 2024
e3.2	Upper Deck - Lighting Plan	08 February 2024
e5.0	Enlarged Plans	08 February 2024
e6.0	One-Line Diagram & Schedules	08 February 2024
e7.0	Panel Schedules	08 February 2024
e8.0	Electrical Details	08 February 2024

e8.1	Lighting Control Details	08 February 2024
e8.2	Electrical Details	08 February 2024
CIVIL		
CV01	COVER SHEET	02/05/2024
GN01	GENERAL NOTES	02/05/2024
GC01	GEOMETRIC CONTROL	02/05/2024
DM01	DEMOLITION PLAN	02/05/2024
GD01	GRADING AND DRAINAGE PLAN	02/05/2024
SD01	STORM DRAIN PLAN	02/05/2024
SD02	STORM DRAIN PLAN	02/05/2024
SC01	SECTION VIEWS	02/05/2024
SC02	SECTION VIEWS	02/05/2024
UT01	UTILITY PLAN	02/05/2024
RD01	ROADWAY PLAN	02/05/2024
LANDSCAPE		
LS01	LANDSCAPE NOTES	02/05/2024
LS02	LANDSCAPE PLAN	02/05/2024
LS03	LANDSCAPE DETAILS	02/05/2024
IR01	IRRIGATION PLAN	02/05/2024
IR02	IRRIGATION DETAILS	02/05/2024
ER01	EROSION CONTROL PLAN	02/05/2024
50% CD SPECIFICATIONS		
00 63 13	REQUESTS FOR INTERPRETATION FORM	15 January 2024
00 63 25	SUBSTITUTION REQUEST	15 January 2024
01 26 13	REQUESTS FOR INTERPRETATION	15 January 2024
01 33 00	SUBMITTAL PROCEDURES	15 January 2024
01 45 00	QUALITY CONTROL	15 January 2024
01 50 00	TEMPORARY FACILITIES AND CONTROLS	15 January 2024
01 70 00	CLOSEOUT PROCEDURES	15 January 2024
01 71 23	FIELD ENGINEERING	15 January 2024
01 73 29	CUTTING AND PATCHING	15 January 2024
01 74 00	CLEANING	15 January 2024
01 78 39	PROJECT AS BUILT AND RECORD DOCUMENTS	15 January 2024
02 41 00	DEMOLITION	15 January 2024
03 05 00	FLY ASH	15 January 2024
03 10 00	CONCRETE FORMING	15 January 2024
03 20 00	CONCRETE REINFORCING	15 January 2024
03 30 00	CAST-IN-PLACE CONCRETE	15 January 2024
03 35 43	POLISHED CONCRETE FLOORS	15 January 2024
04 01 20.52	MASONRY CLEANING	15 January 2024
04 05 26	CMU INTEGRAL WATER REPELLANT	15 January 2024
04 05 15	MORTAR AND MASONRY GROUT	15 January 2024
04 22 00	CONCRETE UNIT MASONRY	15 January 2024
05 50 00	METAL FABRICATIONS	15 January 2024
05 51 00	METAL STAIRS	15 January 2024

05 52 00	HANDRAILS AND RAILINGS	15 January 2024
05 52 20	RAILING CABLE SYSTEMS	15 January 2024
06 10 53	MISCELLANEOUS CARPENTRY	15 January 2024
07 11 13	BITUMINOUS DAMPROOFING	15 January 2024
07 14 23	FLUID APPLIED WATERPROOFING MEMBRANE ASSEMBLY	15 January 2024
07 19 00	WATER REPELLANTS	15 January 2024
07 21 00	BUILDING INSULATION	15 January 2024
07 41 13	FORMED METAL WALL PANELS	15 January 2024
07 54 00	THERMOPLASTIC POLYOLEFIN ROOFING	15 January 2024
07 60 00	FLASHING AND SHEET METAL	15 January 2024
07 84 00	FIRESTOPPING	15 January 2024
07 92 00	JOINT SEALERS	15 January 2024
08 11 10	STEEL DOORS AND FRAMES	15 January 2024
08 71 00	DOOR HARDWARE	15 January 2024
08 80 00	GLAZING	15 January 2024
09 22 16	NON-STRUCTURAL METAL FRAMING	15 January 2024
09 29 00	GYPSUM BOARD	15 January 2024
09 31 00	TILE	15 January 2024
09 81 00	ACOUSTICAL INSULATION	15 January 2024
09 96 00	HIGH-PERFORMANCE COATINGS	15 January 2024
10 14 00	SIGNAGE	15 January 2024
10 28 13	TOILET ACCESSORIES	15 January 2024
10 44 00	FIRE PROTECTION SPECIALTIES	15 January 2024
32 32 36	WIRE MESH GABIONS	15 January 2024
ADDENDA		
	Addendum No. 1	1/17/2024
	AWA Addendum 1	1/17/2024
	Front End Documents Rev 1	1/17/2024
	50% CD Specs	15 January 2024
	Exhibit A - Markup for Offsite Improvements	1/17/2024

Summary Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish	2024												2025											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
					Sedona Parking Garage		323d	15-May-24	21-Aug-25																			
Summary & Milestones		323d	15-May-24	21-Aug-25																								
GMP Schedule		323d	15-May-24	21-Aug-25																								
GMP-SUM-1010	NTP / Council Approval	1d	15-May-24*	15-May-24																								
GMP-SUM-1020	*Milestone: Permit Issued / Construction Start	0d	01-Jul-24*																									
GMP-SUM-1000	Construction - Excavation / Civil (By Other)	50d	01-Jul-24	10-Sep-24																								
GMP-SUM-1030	Construction - Underground Utilities	15d	11-Sep-24	01-Oct-24																								
GMP-SUM-1040	Construction - Foundations	26d	02-Oct-24	06-Nov-24																								
GMP-SUM-1050	Construction - Vertical Structure to Top Out	130d	07-Nov-24	13-May-25																								
GMP-SUM-1060	Construction - Fixture & Build-out Structure	60d	26-Mar-25	18-Jun-25																								
GMP-SUM-1100	Construction - Site Finishes & Landscaping	35d	21-May-25	10-Jul-25																								
GMP-SUM-1070	Commissioning & Turnover	15d	19-Jun-25	10-Jul-25																								
GMP-SUM-1080	*Milestone: Substantial Completion / Occupancy	0d		10-Jul-25																								
GMP-SUM-1110	Project Closeout / Punchlist Corrections	30d	11-Jul-25	21-Aug-25																								
GMP-SUM-1090	*Milestone: Final Completion	0d		21-Aug-25																								



GMP Scope Sheets & Estimates

**FILL IN PROJECT DESCRIPTION INFORMATION ON THIS SHEET FIRST.
DO NOT FILL IN SUMMARY PORTION, THIS IS FORWARDED FROM DETAIL SHEETS.**

Project.....	Sedona Uptown Garage		
Estimate Date.....	4/11/24		
Location.....	Sedona		
Owner.....	City of Sedona	GCs Prepared By.....	NP
Architect.....	Gabor Lorant	Labor Burden Union.....	45 %
Contractors License.....		Labor Burden Non-Union.....	%
Local Preference.....		Materials Sales Tax Rate.....	%
Bid Bond Required.....	No %	Category.....	
Perf. & Payment Bond Required.....	Yes %		
Scheduled Start Date.....	7/1/24		
Project Duration.....	9.00	MO	
Liquidated Damages.....	\$0	PER DAY	
Estimate Amount.....	\$18,000,000		
CY of Concrete.....	4,500	CUYD	
SF of Concrete Formwork.....		SQFT	
SF Area of Building.....	117,788	SQFT	
SF Area of Parking.....		SQFT	
SF Area of Site.....	130,000	SQFT	

DESCRIPTION	LABOR	MAT	EQUIP	SUB	TOTAL
SUMMARY					
01000 FIELD SUPERVISION / CLERICAL	850,045	0	0	0	850,045
01100 GENERAL CARPENTRY	0	0	0	0	0
01200 JOB SUPPORT ITEMS	4,770	64,950	35,891	3,500	120,911
01300 CONTRACTORS LOGISTIC	0	33,730	0	0	33,730
01400 EQUIPMENT RENTAL	2,382	1,155	6,360	0	9,897
01500 INDIRECT COSTS	0	0	0	0	0
01600 HEAT / COOL & CLEANROOM	0	0	0	0	0
01700 PERMITS & BONDS	0	0	0	0	0
01800 INSURANCE & TAXES	0	0	0	0	0
TOTAL GENERAL CONDITIONS	857,198	99,835	42,252	3,500	1,014,584
Percent of GC Cost to Estimate.....				5.64 %	
GC Cost per Month.....				\$112,732 /MO	

Project.....	Sedona Uptown Garage		
Estimate Date.....	4/11/24		
Location.....	Sedona		
Owner.....	City of Sedona	GRs Prepared By.....	NP
Architect.....	Gabor Lorant	Labor Burden Union.....	45 %
Contractors License.....		Labor Burden Non-Union.....	%
Local Preference.....		Materials Sales Tax Rate.....	%
Bid Bond Required.....	No	Category.....	
Perf. & Payment Bond Required.....	Yes		
Scheduled Start Date.....	7/1/24		
Project Duration.....	9.00	MO	
Liquidated Damages.....	\$0	PER DAY	
Estimate Amount.....	\$18,000,000		
CY of Concrete.....	4,500	CUYD	
SF of Concrete Formwork.....		SQFT	
SF Area of Building.....	117,788	SQFT	
SF Area of Parking.....		SQFT	
SF Area of Site.....	130,000	SQFT	

DESCRIPTION	LABOR	MAT	EQUIP	SUB	TOTAL
SUMMARY					
01100 GENERAL CARPENTRY	41,000	78,127	0	0	119,127
01200 JOB SUPPORT ITEMS	86,285	85,854	2,565	0	174,704
01300 CONTRACTORS LOGISTIC	34,873	18,675	5,000	0	58,548
01400 EQUIPMENT RENTAL	0	4,500	0	0	4,500
01500 INDIRECT COSTS	0	0	0	0	0
01600 HEAT / COOL & CLEANROOM	0	0	0	0	0
01700 PERMITS & BONDS	0	0	0	0	0
01800 INSURANCE & TAXES	0	0	0	0	0
TOTAL GENERAL REQUIREMENTS	162,157	187,156	7,565	0	356,878

Percent of GR Cost to Estimate..... 1.98 %
 GR Cost per Month..... \$39,653 /MO



Uptown Sedona Garage GMP

Work Category: 02A - Survey

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		SWI	Integra	Ardurra Group	Lemme Associates	Rick Engineering
		Aaron Borling	Dana Wheeler	Thomas Meeks	Jessica Young	Chris Patton
		(928) 301-2827	(480) 203-9831	(928) 282-1061	(602) 841-6904	(602) 957-3350
		aborling@ardurra.com	dana@integraei.com	tmeeks@ardurra.com	jessica@lemme-eng.com	cpatton@rickengineering.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$48,079	\$48,475	DECLINED	DECLINED	DECLINED
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes		
3	Bid Bond Included with Bid	> \$500,000	No, OK	No, OK		
4	Surety Company	Name	No, OK	No, OK		
5	Surety AM Best Rating (Must be A- or Better)	Yes	No, OK	No, OK		
6	Bond/CDI Cost	Yes	1.295%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes		
9	GL Insurance Company Name	Name	Continental	Cincinnati		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A	A+		
11	E&O Insurance (If Required by the Front Ends)	Yes	Yes	Yes		
12	Pollution Insurance (If Required by the Front Ends)	No	No, OK	No, OK		
13	Tier 1 Approved	Yes	Approved	Approved		
14	Tier 2 Approved	No	TBD	TBD		
15	OSHA Recordable Incident Rate (Current)	Yes	0.00	0.00		
16	Includes Hoisting for Sub's Own Work Scope	Yes	No, OK	No, OK		
17	Acknowledges Soils Report	No	No, OK	No, OK		
18	Acknowledges Addenda	Yes	Yes	Yes		
19	Hold Bid for 120 Days	Yes	Yes	Yes		
20	Contingent on award of other Work Categories?	Yes	No, OK	No, OK		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No, OK	No, OK		
Scope of Work:		Yes / No				
Base Bid			\$0	\$0	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Yes	Yes		
30						
31	Front Ends					
32	Acknowledge the Construction Schedule	Yes	Yes	Yes		
33	Anticipated delivery dates	Yes	No, OK	No, OK		
34	Any Long Lead items	No	No, OK	No, OK		
35	Acknowledge the Logistics Plan	Yes	Yes	Yes		
36	Undefinable Damage Cost Included	No	No, OK	No, OK		
37	Attick Stock (if applicable)	No	No, OK	No, OK		
38						
39	Scope Items					
40	Survey Control	Yes	\$3,960	\$2,750		
41	Construction Limits/Removals	Yes	\$2,280	Included		
42	Rough Grade/Slope Staking	Yes	\$2,840	\$5,500		
43	Gridline Layout	Yes	\$4,600	\$8,250		
44	As-Built/Verify Footing Location/Elevations	Yes	\$4,560	\$2,500		
45	As-Built/Verify Structural Column Location/Elevations	Yes	\$6,800	\$1,500		
46	Transfer Gridlines and Elevations to Upper Levels	Yes	\$4,860	\$11,000		
47	Storm Drain/Utilities	Yes	\$4,260	\$5,500		



Uptown Sedona Garage GMP

Work Category: 02A - Survey

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		SWI	Integra	Ardurra Group	Lemme Associates	Rick Engineering	
		Aaron Borling	Dana Wheeler	Thomas Meeks	Jessica Young	Chris Patton	
		(928) 301-2827	(480) 203-9831	(928) 282-1061	(602) 841-6904	(602) 957-3350	
		aborling@ardurra.com	dana@integraei.com	tmeeks@ardurra.com	jessica@lemme-eng.com	cpatton@rickengineering.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$48,079	\$48,475	DECLINED	DECLINED	DECLINED
48	Misc. Concrete, Curb, and Gutter	Yes	\$8,000	\$2,750			
49	Additional Survey and Re-staking required	40 HRS	\$5,200	\$8,000			
50							
51							
52							
53							
54							
55	End of Scope						
56	Bond/CDI Cost		\$613	\$618	\$0	\$0	\$0
57	Textura Cost		\$106	\$106	\$0	\$0	\$0
58	TOTAL WORK CATEGORY PACKAGE VALUE		\$48,079	\$48,475	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 03A - Concrete

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		McCarthy	Total Building	Shafor Concrete	Summit Const.	Foundations Concrete
		Dave Clarkson	Jason Steward	Mark Shafor	Michael Herlihy	Ty Maat
		(602) 541-5895	(928) 649-0131	(928) 853-2505	(601) 278-0492	(928) 600-6004
		dclarkson@mccarthy.com	jsteward@totalbuildingsystems.net	shaforconcrete@yahoo.com	michael@summitcc.biz	ty@foundationsconcrete.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$7,136,799	DECLINED	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes			
3	Bid Bond Included with Bid	> \$500,000	No, OK			
4	Surety Company	Name	Traveler's Indemnity			
5	Surety AM Best Rating (Must be A- or Better)	Yes	A+			
6	Bond/CDI Cost	Yes	0.000%			
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.000%			
8	Insurance Requirements Per Matrix	\$5M GL	Yes			
9	GL Insurance Company Name	Name	Chubb			
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A++			
11	E&O Insurance (If Required by the Front Ends)	Yes/No	Yes			
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	No, OK			
13	Tier 1 Approved	Yes	NA			
14	Tier 2 Approved	Yes/No	NA			
15	OSHA Recordable Incident Rate (Current)	Yes	0.28			
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes			
17	Acknowledges Soils Report	Yes/No	Yes			
18	Acknowledges Addenda	Yes/No	Yes			
19	Hold Bid for 120 Days	Yes	Yes			
20	Contingent on award of other Work Categories?	Yes/No	No, OK			
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No, OK			
Scope of Work:		Yes / No				
Base Bid			\$7,136,799	\$0	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Included			
24	Division 00 & 01 as applies	Yes	Included			
25	Spec Section 03 05 00 Fly Ash	Yes	Included			
26	Spec Section 03 10 00 Concrete Forming	Yes	Included			
27	Spec Section 03 20 00 Concrete Reinforcement	Yes	Included			
28	Spec Section 03 30 00 Cast-In-Place Concrete	Yes	Included			
29	Spec Section 03 35 43 Polished Concrete	Yes	Included			
30						
31	Front Ends					
32	Acknowledge the Construction Schedule	Yes	Included			
33	Anticipated delivery dates	Yes	Included			
34	Any Long Lead items	Yes	Included			
35	Acknowledge the Logistics Plan	Yes	Included			
36	Undefinable Damage Cost Included	Yes	Included			
37						
38	Scope Items					
39	100 Column Footings Total	68.2 CY	Included			
40	110 Continuous Footings Total	99.7 CY	Included			
41	120 Elevator Mat Footing Total	11.9 CY	Included			



Uptown Sedona Garage GMP

Work Category: 03A - Concrete

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope			McCarthy	Total Building	Shafor Concrete	Summit Const.	Foundations Concrete
			Dave Clarkson	Jason Steward	Mark Shafor	Michael Herlihy	Ty Maat
			(602) 541-5895	(928) 649-0131	(928) 853-2505	(601) 278-0492	(928) 600-6004
			dclarkson@mccarthy.com	jsteward@totalbuildingsystems.net	shaforconcrete@yahoo.com	michael@summitcc.biz	ty@foundationsconcrete.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$7,136,799	DECLINED	DECLINED	DECLINED	DECLINED
42	200 Standard Slabs-On-Grade Total	616.1 CY	Included				
43	210 Transfer Slab Total	77.8 CY	Included				
44	420 Center Layered Walls Total	32 CY	Included				
45	430 East & West Layered Walls Total	81.8 CY	Included				
46	440 Air Shaft Walls Total	36.2 CY	Included				
47	450 Interior Walls at Jump Ramps Total	128 CY	Included				
48	460 Basement Walls Total	923.8 CY	Included				
49	500 Concrete Columns (3-sided) Total	51.5 CY	Included				
50	510 Concrete Columns (4-sided) Total	95.9 CY	Included				
51	520 Column Capitals (3-sided) Total	12.8 CY	Included				
52	530 Column Capitals (4-sided) Total	21.4 CY	Included				
53	600 Jump Ramp Slabs - Elevated Total	108.6 CY	Included				
54	610 Cunningham Deck Total	1567.1 CY	Included				
55	620 Cunningham Beam Total	325.6 CY	Included				
56	630 Beam at Ramps Total	15.6 CY	Included				
57	640 Viewing Platform Total	28.8 CY	Included				
58	650 Topping Slab Total	87.7 CY	Included				
59	660 Closure Pour Total	22.3 CY	Included				
60	800 Grout/Embeds Total						
61	Set Anchor Bolts (Single Bolt) @ PV Canopy	14 EA	Included				
62	Set Embed Plates @ Crash Rails	196 EA	Included				
63	Set Embed Plates @ Ramps/Railings	37 EA	Included				
64	Set Embed Plates @ Stairs Treads	180 EA	Included				
65	Set Embed Plates @ Viewing Platform	33 EA	Included				
66	Pipe Sleeve	36 EA	Included				
67	810 Other Stair Construction Total	6.5 CY	Included				
68	820 Exterior Misc. Metals Total						
69	Set Embeds - Bollards	30 EA	Included				
70	Concrete Filled Pipe Bollard	30 EA	Included				
71							
72	Flatwork						
73	110 Continuous Footings Total	31.3 CY	Included				
74	470 Seat Walls Total	5.8 CY	Included				
75	710 Curbs and Islands Total	49.3 CY	Included				
76							
77							
78							
79	End of Scope						
80	Bond/CDI Cost		\$0	\$0	\$0	\$0	\$0
81	Textura Cost		\$0	\$0	\$0	\$0	\$0
82	TOTAL WORK CATEGORY PACKAGE VALUE		\$7,136,799	\$0	\$0	\$0	\$0

75% CD Concrete Estimate								
Item Description	Quantity	UM	Total Labor	Total Material	Total Equip	Total Sub	Total \$/Unit	Total
100 Column Footings Total	68.20	CY	\$ 18,142	\$ 22,183	\$ 3,274	\$ 2,831	680.78	\$ 46,429
110 Continuous Footings Total	99.70	CY	\$ 49,013	\$ 36,323	\$ 5,160	\$ 4,140	949.21	\$ 94,636
120 Elevator Mat Footing Total	11.90	CY	\$ 6,430	\$ 3,943	\$ 1,758	\$ 493	1,060.84	\$ 12,624
200 Standard Slabs-On-Grade Total	616.10	CY	\$ 114,292	\$ 198,520	\$ 13,366	\$ 25,577	570.94	\$ 351,755
210 Transfer Slab Total	77.80	CY	\$ 19,257	\$ 23,109	\$ 1,406	\$ 3,229	604.13	\$ 47,001
420 Center Layered Walls Total	32.00	CY	\$ 19,086	\$ 35,225	\$ -	\$ 1,329	1,738.75	\$ 55,640
430 East & West Layered Walls Total	81.80	CY	\$ 97,226	\$ 29,178	\$ -	\$ 3,394	1,586.78	\$ 129,799
440 Air Shaft Walls Total	36.20	CY	\$ 32,678	\$ 12,958	\$ -	\$ 1,501	1,302.12	\$ 47,137
450 Interior Walls at Jump Ramps Total	128.00	CY	\$ 110,449	\$ 85,365	\$ -	\$ 5,314	1,571.31	\$ 201,128
460 Basement Walls Total	923.80	CY	\$ 540,532	\$ 523,898	\$ -	\$ 33,272	1,188.25	\$ 1,097,702
500 Concrete Columns (3-sided) Total	51.50	CY	\$ 42,995	\$ 73,833	\$ -	\$ 2,138	2,310.03	\$ 118,966
510 Concrete Columns (4-sided) Total	95.90	CY	\$ 66,153	\$ 124,717	\$ -	\$ 3,979	2,031.79	\$ 194,849
520 Column Capitals (3-sided) Total	12.80	CY	\$ 19,160	\$ 3,749	\$ -	\$ 533	1,831.44	\$ 23,442
530 Column Capitals (4-sided) Total	21.40	CY	\$ 24,336	\$ 93,248	\$ -	\$ 888	5,536.13	\$ 118,473
600 Jump Ramp Slabs - Elevated Total	108.60	CY	\$ 92,854	\$ 136,300	\$ -	\$ 4,509	2,151.58	\$ 233,662
610 Cunningham Deck Total	1,567.10	CY	\$ 405,763	\$ 931,832	\$ -	\$ 65,057	895.06	\$ 1,402,652
620 Cunningham Beam Total	325.60	CY	\$ 101,409	\$ 148,301	\$ -	\$ 13,518	808.44	\$ 263,229
630 Beam at Ramps Total	15.60	CY	\$ 27,576	\$ 12,860	\$ -	\$ 646	2,633.43	\$ 41,081
640 Viewing Platform Total	28.80	CY	\$ 19,186	\$ 33,914	\$ -	\$ 1,196	1,885.28	\$ 54,296
650 Topping Slab Total	87.70	CY	\$ 45,689	\$ 34,766	\$ -	\$ 3,639	958.88	\$ 84,094
660 Closure Pour Total	22.30	CY	\$ 18,252	\$ 6,601	\$ -	\$ 926	1,156.00	\$ 25,779
800 Grout/Embeds Total			\$ -	\$ -	\$ -	\$ -		\$ -
Anchor Bolts (Single Bolt) @ PV Canopy	14.00	EA	\$ 3,876	\$ 164	\$ -	\$ -	288.58	\$ 4,040
Embed Plates @ Crash Rails	196.00	EA	\$ 27,129	\$ -	\$ -	\$ -	138.41	\$ 27,129
Embed Plates @ Ramps/Railings	37.00	EA	\$ 10,242	\$ -	\$ -	\$ -	276.81	\$ 10,242
Embed Plates @ Stairs Treads	180.00	EA	\$ 18,685	\$ -	\$ -	\$ -	103.81	\$ 18,685
Embed Plates @ Viewing Platform	33.00	EA	\$ 5,710	\$ -	\$ -	\$ -	173.02	\$ 5,710
Pipe Sleeve	36.00	EA	\$ -	\$ -	\$ -	\$ 6,327	175.76	\$ 6,327
Rebar For Superstructure Total	-		\$ -	\$ -	\$ -	\$ 893,667		\$ 893,667
810 Other Stair Construction Total	6.50	CY	\$ 25,010	\$ 7,669	\$ -	\$ 1,849	5,312.01	\$ 34,528
820 Exterior Misc. Metals Total			\$ -	\$ -	\$ -	\$ -		\$ -
Embeds - Bollards	30.00	EA	\$ 4,119	\$ 879	\$ -	\$ -	166.58	\$ 4,997
Concrete Filled Pipe Bollard	30.00	EA	\$ -	\$ -	\$ -	\$ 12,303	410.10	\$ 12,303
01 Building Total	-							\$ 5,662,003

110 Continuous Footings Total	31.30	CY	\$ 14,900	\$ 8,941	\$ 1,620	\$ 1,299	\$ 730	\$ 26,761
470 Seat Walls Total	5.80	CY	\$ 9,813	\$ 2,606	\$ -	\$ 243	\$ -	\$ 12,662
710 Curbs and Islands Total	49.30	CY	\$ 70,972	\$ 19,302	\$ 692	\$ 9,961	\$ 1,746	\$ 100,927
02 Flatwork Total							-	\$ 140,349

Supervision - Concrete Superintendent	50.00	WK					4,000.00	\$ 200,000
03 Supervision Total							\$ -	\$ 200,000

Rough Terrain Crane 65-T	6.00	mnth					10,080.00	\$ 60,480
Rough Terrain Crane (Freight)	2.00	EA					6,540.00	\$ 13,080
Rough Terrain Crane (Operator)	1,040.00	HRS					125.00	\$ 130,000
03 Equipment Total							\$ -	\$ 203,560

Overhead @ 12%	12%						\$ -	\$ 744,709
Fee @ 3%	3%						\$ -	\$ 186,177
04 OH&P Total	-						\$ -	\$ 930,887

Total \$ 7,136,799



Uptown Sedona Garage GMP

Work Category: 03C - Rebar

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Nucor	Sun Coast	CMC	Tyler	Camblin	
		Jorgen Nielsen	Janet Bryson	Laleh Hashemi	Joel Byko	Chad Jones	
		(602) 290-0939	(602) 412-1845	(480) 396-7200	(520) 403-9383	(480) 809-5191	
		jorgen.nielsen@nucor.com	jbryson@suncoast-pt.com	laleh.hashemi@cmc.com	joel@tylerrreinforcing.com	chad.jones@camblinsteel.com	
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$893,667	\$918,635	\$928,887	\$987,803	\$1,129,157	
		Recommended					
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes	Yes	Yes	
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes	Yes	Yes	
3	Bid Bond Included with Bid	> \$500,000	Yes	Yes	Yes	Yes	
4	Surety Company	Name	Federal Insurance	Fidelity & Deposit	Liberty Mutual	Merchants	Great Midwest
5	Surety AM Best Rating (Must be A- or Better)	Yes	A++	A+	A	A	A-
6	Bond/CDI Cost	Yes	1.295%	1.295%	1.295%	1.295%	1.400%
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%	0.220%	0.220%	0.220%
8	Insurance Requirements Per Matrix	\$5M GL	No, \$1M	No, \$2M	No, \$1M	Yes	Yes
9	GL Insurance Company Name	Name	Zurich American	XL Insurance	Arch Insurance	Continental	Travelers
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A+	A+	A+	A	A+
11	E&O Insurance (If Required by the Front Ends)	No	No, OK	No, OK	No, OK	No, OK	No, OK
12	Pollution Insurance (If Required by the Front Ends)	No	No, OK	No, OK	No, OK	No, OK	Yes
13	Tier 1 Approved	Yes	Approved	Approved	Approved	Approved w. Cond.	Approved
14	Tier 2 Approved	Yes/No	TBD	TBD	TBD	TBD	Denied
15	OSHA Recordable Incident Rate (Current)	Yes	3.03	2.30	2.32	2.00	2.03
16	Includes Hoisting for Sub's Own Work Scope	Yes	Not Included	Not Included	Not Included	Not Included	Not Included
17	Acknowledges Soils Report	Yes/No	No, OK	No, OK	No, OK	No, OK	No, OK
18	Acknowledges Addendum #1	Yes/No	Yes	Yes	Yes	Yes	Yes
19	Hold Bid for 120 Days	Yes	120 days	No, 30 days	No, 30 days	Yes	Yes
20	Contingent on award of other Work Categories?	Yes/No	No, OK	No, OK	No, OK	No, OK	No, OK
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No, OK	No, OK	No, OK	No, OK	No, OK
Scope of Work:		Yes / No					
Base Bid			\$805,305	\$789,900	\$791,929	\$975,803	\$1,036,123
22							
23	Per Plans & Specifications:	Yes	Included	Included	Included	Included	Included
24	Division 00 & 01 as applies						
25							
26	Front Ends						
27	Acknowledge the Construction Schedule	Yes	Included	Included	Included	Included	Included
28	Anticipated delivery dates	Yes	Included	Included	Included	Included	Included
33							
34	Scope Items						
35	ASTM A615 deformed bars for all bars	Yes	Included	Included	Included	Included	Included
36	Grade 60 reinforcing to be welded shall be ASTM A706	Yes	Included	Included	Included	Included	No - ?
37	WWF per ASTM A185	Yes	Included	Included	Included	Included	Included
38	Wire per ASTM A82	Yes	Included	Included	Included	Included	Included
39	PT Reinforcing per ASTM A416	Yes	Included	Included	Included	Included	Included
40	Install warranty (2-years)	Yes	Included	Included	Included	Included	Included
41							
42	Building Concrete						
43	Column Footings	Yes	Included	Included	Included	Included	Included
44	Continuous Footings	Yes	Included	Included	Included	Included	Included
45	Mat Footings (Elevator & Mechanical Air Shaft)	Yes	Included	Included	Included	Included	Included



Uptown Sedona Garage GMP

Work Category: 03C - Rebar

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope			Nucor	Sun Coast	CMC	Tyler	Camblin
			Jorgen Nielsen	Janet Bryson	Laleh Hashemi	Joel Byko	Chad Jones
			(602) 290-0939	(602) 412-1845	(480) 396-7200	(520) 403-9383	(480) 809-5191
			jorgen.nielsen@nucor.com	jbryson@suncoast-pt.com	laleh.hashemi@cmc.com	joel@tylerrreinforcing.com	chad.jones@camblinsteel.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$893,667	\$918,635	\$928,887	\$987,803	\$1,129,157
46	Standard Slab on Grade	Yes	Included	Included	Included	Included	Included
47	Transfer Slabs	Yes	Included	Included	Included	Included	Included
48	Walls	Yes	Included	Included	Included	Included	Included
49	Columns	Yes	Included	Included	Included	Included	Included
50	PT Decks & PT Beams	Yes	Included	Included	Included	Included	Included
51	Ramp Slabs	Yes	Included	Included	Included	Included	Included
52	Standard Concrete Beams	Yes	Included	Included	Included	Included	Included
53	CMU wall dowels	Yes	Included	\$15,000	\$15,000	Included	Included
54	Stair Landings	Yes	Included	Included	Included	Included	Included
55							
56	Site Concrete						
57	Seat Walls	Yes	Included	Included	\$5,000	Included	No Response
58	APS Pad	Yes	Included	Included	\$2,500	Included	No Response
59	APS Walls	Yes	Included	Included	\$2,500	Included	No Response
60							
61	Total Tonnage	TN	268 TN	305 TN	279 TN	317 TN	295 TN
62	PT Tonnage	TN	33 TN	47 TN	36 TN	37.5 TN	37.5 TN
63	Escalation - Pricing thru the duration of work	Yes	Included	\$25,000	\$23,069	Included	Included
64	Galvanized Cable Barrier	Yes	No, OK	No, OK	No, OK	-\$77,770	No, OK
65	Hoisting for own scope of work	Yes	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
66	Cleanup of work areas	Yes	Included	Included	Included	Included	Included
67	Unload and Inventory of FOB items	Yes	Included	Included	Included	Included	Included
68	Pour watch on decks and rep available for inspections	Yes	Included	Included	Included	Included	Included
69	Set rebar caps/protection	Yes	Included	Included	Included	Included	Included
70	Rebar detailing for all shop drawings	Yes	Included	Included	Included	Included	Included
71	Installer	Yes	Nucor	Included	Included	Included	Included
72							
73							
74							
75	End of Scope						
76	Bond/CDI Cost		\$11,400	\$11,718	\$11,849	\$12,601	\$15,556
77	Textura Cost		\$1,962	\$2,017	\$2,039	\$2,168	\$2,479
78	TOTAL WORK CATEGORY PACKAGE VALUE		\$893,667	\$918,635	\$928,887	\$987,803	\$1,129,157



Uptown Sedona Garage GMP

Work Category: 04A - Masonry

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Recreate Masonry	Sun Valley	Stone Cold	G&G Masonry	Integrated Masonry	
		Carter Camp	John Bailey	Ron Maroney	Melonie Leslie	Wyatt Strait	
		623-780-4771	602-216-3743	623-385-7111	602-695-1747	602-377-1474	
		ccamp@recreatecompanies.com	johnbailey@sunvalleyconstruction.com	ron@stonecoldmasonry.com	estimating@ggmasonryllc.com	wstrait@intergatedmasonry.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$376,671	\$432,118	\$442,340	DECLINED	DECLINED
		Non-Responsive	Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Requested	Included	Included		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Requested	Included	Included		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A	N/A	<div style="border: 1px solid black; padding: 5px;"> Recreate has not provided all the necessary documents and has not responded to all the scope questions, McCarthy therefore, recommends Sun Valley for this scope. </div>	
4	Surety Company	Name	N/A	N/A	N/A		
5	Surety AM Best Rating (Must be A- or Better)	Yes	N/A	N/A	N/A		
6	Bond/CDI Cost	Yes	1.295%	1.295%	2.000%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Included	Included	Included		
9	GL Insurance Company Name	Name	Old Republic	Arch Insurance	Amerisure		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A	A	A		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A	N/A		
13	Tier 1 Approved	Yes	Approved w/ Cond.	Approved	Approved		
14	Tier 2 Approved	Yes/No	N/A	N/A	N/A		
15	OSHA Recordable Incident Rate (Current)	Yes	1.00	0.59	0.00		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Included	Included	Included		
17	Acknowledges Soils Report	Yes/No	Included	Included	Included		
18	Acknowledges Addenda	Yes/No	Included	Included	Included		
19	Hold Bid for 120 Days	Yes	No, 30 days	Yes	Included		
20	Contingent on award of other Work Categories?	Yes/No	No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No	No		
Scope of Work:		Yes / No					
Base Bid			\$315,389	\$448,212	\$451,850	\$0	\$0
22							
23	Per Plans & Specifications:	Yes					
24	Division 00 & 01 as applies	Yes	Included	Included	Included		
25	Spec Section 04 01 20.52 Masonry Cleaning	Yes	Included	Included	Included		
26	Spec Section 04 05 26 CMU Integral Water Repellant	Yes	Included	Included	Included		
27	Spec Section 04 05 15 Mortar and Masonry Grout	Yes	Included	Included	Included		
28	Spec Section 04 22 00 Concrete Masonry Unit	Yes	Included	Included	Included		
29							
30	Front Ends						
31	Acknowledge the Construction Schedule	Yes	Included	Included	Included		
32	Anticipated delivery dates	Yes	Included	Included	Included		
33	Any Long Lead items	Yes	Included	20+ Weeks	Included		
34	Acknowledge the Logistics Plan	Yes	Included	Included	Included		
35	Undefinable Damage Cost Included	Yes	Included	Included	Included		
36	Attick Stock (if applicable)	Yes	Included	Included	Included		
37							
38	Scope Items						
39	MW1 - 12" Exterior CMU	Yes	No Response	Included	Included		
40	MW2 - 8" Exterior CMU	Yes	No Response	Included	Included		
41	MW3 - 8" Interior CMU	Yes	No Response	Included	Included		



Uptown Sedona Garage GMP

Work Category: 04A - Masonry

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope			Recreate Masonry	Sun Valley	Stone Cold	G&G Masonry	Integrated Masonry
			Carter Camp	John Bailey	Ron Maroney	Melonie Leslie	Wyatt Strait
			623-780-4771	602-216-3743	623-385-7111	602-695-1747	602-377-1474
			ccamp@recreatecompanies.com	johnbailey@sunvalleyconstruction.com	ron@stonecoldmasonry.com	estimating@ggmasonryllc.com	wstrait@intergatedmasonry.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$376,671	\$432,118	\$442,340	DECLINED	DECLINED
42	All Basement CMU to be standard grey block	Yes	No Response	Included	Included		
43	All L1 and L2 block to be Black Integral Color Trendstone	Yes	No Response	Included	Included		
44	Mockups	Yes	No Response	Included	Included		
45	Installation of HM Door Frames Provided By Others	Yes	No Response	Included	Included		
46	Integral Water Resistance	Yes	No Response	Included	Included		
47	All cells to be grout filled	Yes	No Response	Included	Included		
48	All required shop drawings	Yes	No Response	Included	Included		
49	Deduct to remove elevator pit block	Yes	Included	-\$13,351	-\$13,360		
50	Deduct to remove L0 Crash Wall	Yes	Included	-\$60,063	-\$61,425		
51	Provide Clean Up (Haul off own debris)	Yes	\$5,000	\$5,000	\$5,000		
52	Additional Mobilizations to meet project sequencing and phasing	Yes	\$10,000	\$10,000	\$10,000		
53	Parapet Coordination	Yes	\$3,500	\$3,500	\$3,500		
54							
55	75% CD Added CMU at Upper Level	446 SF	\$37,150	\$32,359	\$37,150		
56							
57							
58							
59	End of Scope						
60	Bond/CDI Cost		\$4,805	\$5,512	\$8,654	\$0	\$0
61	Textura Cost		\$827	\$949	\$971	\$0	\$0
62	TOTAL WORK CATEGORY PACKAGE VALUE		\$376,671	\$432,118	\$442,340	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 05A - Steel

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		McCarthy	Alignment Steel	Total Building	Summit Const.	Hot AZ Welding
		Chris James	Greg Leavitt	Jason Steward	Michael Herlihy	Shawn Moreland
		(808) 276-6601	(480) 645-0134	(928) 649-0131	(601) 278-0492	(928) 713-4749
		cnjames@mccarthy.com	greg.leavitt@alignmentsteel.com	jsteward@totalbuildingngsystems.net	michael@summitcc.biz	hotazhellwelding@hotmail.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$1,074,510	\$1,272,299	DECLINED	DECLINED	DECLINED
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Requested		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Requested		
3	Bid Bond Included with Bid	> \$500,000	No, OK	Requested		
4	Surety Company	Name	Traveler's Indemnity	Merchants National		
5	Surety AM Best Rating (Must be A- or Better)	Yes	A+	A		
6	Bond/CDI Cost	Yes	0.000%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.000%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes		
9	GL Insurance Company Name	Name	Chubb	Scottsdale Indem.		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A++	A		
11	E&O Insurance (If Required by the Front Ends)	Yes	Yes	Requested		
12	Pollution Insurance (If Required by the Front Ends)	No	No, OK	No, OK		
13	Tier 1 Approved	Yes	NA	Approved		
14	Tier 2 Approved	Yes/No	NA	TBD		
15	OSHA Recordable Incident Rate (Current)	Yes	0.28	0.00		
16	Included Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
17	Acknowledges Soils Report	Yes	Yes	Yes		
18	Acknowledges Addenda	Yes	Yes	Yes		
19	Hold Bid for 120 Days	Yes	Yes	Yes		
20	Contingent on award of other Work Categories?	No	No, OK	No, OK		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes	No, OK	No, OK		
Scope of Work:		Yes / No				
Base Bid			\$1,069,510	\$1,248,340	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Included	Included		
24	Division 00 & 01 as applies	Yes	Included	Included		
25	Spec Section 05 50 00 Metal Fabrications	Yes	Included	Included		
26	Spec Section 05 51 00 Metal Stairs	Yes	Included	Included		
27	Spec Section 05 52 00 Handrails and Railings	Yes	Included	Included		
28	Spec Section 05 52 20 Railing Cable System	Yes	Included	Included		
29						
30						
31	Front Ends					
32	Acknowledge the Construction Schedule	Yes	Included	Included		
33	Anticipated delivery dates	Yes	Included	Included		
34	Any Long Lead items	Yes	Included	Included		
35	Acknowledge the Logistics Plan	Yes	Included	Included		
36	Undefinable Damage Cost Included	Yes	Included	Included		
37						
38	Scope Items					
39	Grating and ledgers and supports at exhaust shafts ref. sheet a102 (galvanized)	Yes	Included	Included		
40	Bumper Railing at ramps ref. 2/a301	Yes	Included	Included		
41	Sump frame, sills and hoist beam at elevator shaft ref. a501	Yes	Included	Included		



Uptown Sedona Garage GMP

Work Category: 05A - Steel

WC Lead: TC

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		McCarthy	Alignment Steel	Total Building	Summit Const.	Hot AZ Welding	
		Chris James	Greg Leavitt	Jason Steward	Michael Herlihy	Shawn Moreland	
		(808) 276-6601	(480) 645-0134	(928) 649-0131	(601) 278-0492	(928) 713-4749	
		cnjames@mccarthy.com	greg.leavitt@alignmentsteel.com	jsteward@totalbuildingngsystems.net	michael@summitcc.biz	hotazhellwelding@hotmail.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$1,074,510	\$1,272,299	DECLINED	DECLINED	DECLINED
42	Tube steel frame w/embeds at south façade ref W-6/a102, 1/a400 and 214/S502 (shop primer)	Yes	Included	Included			
43	Corten panels at south façade ref. W-6/a102, 1/a400	Yes	Included	Included			
44	(1) Metal mesh gate type C/a700 (shop primer)	Yes	Included	Included			
45	Flush mount steel bollards per 105/S400 and 212/S501 (galvanized)	Yes	Included	Included			
46	Pipe guards per 209/S501 (galvanized)	Yes	Included	Included			
47	Slab to wall embeds and clips per 218/S503 (shop primer)	Yes	Included	Included			
48	WF beams, ledgers Grids 3-5/S103 (shop primer)	Yes	Included	Included			
49	1-1/2" 20ga G60 roof deck Grids 3-5/S103	Yes	Included	Included			
50	Pre-fabricated stairs	Yes	Included	Included			
51	South stair with cable rail per 7/a650- pan fill design (galvanized)	Yes	Included	Included			
52	East egress stair per 1,2,3/a650- picket rail/pan fill design (shop primer)	Yes	Included	Included			
53	West egress stair per 4,5,6/a650- picket rail/pan fill design (shop primer)	Yes	Included	Included			
54	Stair and rail stamp/deferred submittals	Yes	Included	Included			
55							
56	Vehicle Cable Barrier System ref. a500 and a653 (galvanized)	Yes	Included	Included			
57	HSS Columns/Baseplates/Anchor Bolts/Templates per CO5/S300 (shop primer)	Yes	Included	Included			
58	HSS Canopy Support Framing per S103 and 215/S502 (shop primer)	Yes	Included	Included			
59	Stair Nosings	Yes	\$5,000	\$5,000			
60							
61	Bond/CDI Cost		\$0	\$16,166	\$0	\$0	\$0
62	Textura Cost		\$0	\$2,793	\$0	\$0	\$0
63	TOTAL WORK CATEGORY PACKAGE VALUE		\$1,074,510	\$1,272,299	\$0	\$0	\$0

Sedona Garage SP STEEL

15-Mar-24

Summary Table													
Scope	Steel TONS	Field HRS	Shop HRS	Field Labor\$	Shop Labor\$	Main MTL	Equipment	Detailing	Freight	General Cond	Fee	Total	
Base Bid and Stairs	16.8	538	622	\$41,426	\$39,161	\$82,730	\$14,456	\$26,880	\$7,680	\$39,649	\$60,924	\$312,906	
Façade	9.9	514	366	\$38,550	\$23,033	\$55,272	\$8,258	\$7,905	\$3,162	\$22,649	\$37,780	\$196,609	
Alternate PV Canopy	76.2	762	914	\$57,598	\$57,598	\$213,401	\$25,314	\$12,190	\$6,772	\$69,454	\$73,415	\$515,742	
Barrier Cable (Traffic)	3.0	145	91	\$10,875	\$5,717	\$10,013	\$3,199	\$484	\$2,420	\$3,199	\$8,346	\$44,253	
Project Total	105.9	1959	1992	\$148,449	\$125,509	\$361,416	\$51,227	\$47,459	\$20,034	\$134,951	\$180,465	\$1,069,510	
											BASE	\$509,515	
											Alt Canopy	\$515,742	
											Stairs (BASE Bid)	Alt Cable	\$44,253
												\$112,500	



Uptown Sedona Parking Garage - GMP

Work Category: 06A - Rough Carpentry

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		McCarthy	Company Name	Company Name	Company Name	Company Name
		Ryan Schwartz	Contact	Contact	Contact	Contact
		(480) 932-3209	Phone Number	Phone Number	Phone Number	Phone Number
		rmschwartz@mccarthy.com	Email	Email	Email	Email
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$7,365	\$0	\$0	\$0	\$0
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
Scope of Work:		Yes / No				
Base Bid			\$7,365	\$0	\$0	\$0
22						
23	Per Plans & Specifications:	Yes				
24	Division 00 & 01 as applies		Included			
25						
26	Front Ends					
27	Acknowledge the Construction Schedule		Included			
28	Anticipated delivery dates		Included			
29	Any Long Lead items		Included			
30	Acknowledge the Logistics Plan		Included			
31	Undefinable Damage (Section 117 of the Front End Docs)		Included			
32	Attick Stock (if applicable)		Included			
33						
34	Scope Items					
35	In wall backing for panels, owner furnished equipment and all other items requiring such, except where "Flat strap" is shown.		Included			
36	Coordinate with Owner equipment and furniture as necessary.		Included			
37	Supply and install 3/4" fire rated plywood over drywall on all telecom room walls.		Included			
38	Overall coordination of project housekeeping.		Included			
39	Offloading as required for this scope.		Included			
40	Provide blocking for all restroom partitions and accessories.		Included			
41						
42						
43						
44	End of Scope					
45	Bond/CDI Cost		\$0	\$0	\$0	\$0
46	Textura Cost		\$0	\$0	\$0	\$0
47	TOTAL WORK CATEGORY PACKAGE VALUE		\$7,365	\$0	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: 06B - Millwork

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Request Manufacturing	European Techniques	Builders First Source	Architectural Millwork Design	Exhibits Southwest LLC
		Shannan McLaine	Randy L	Kyler Ray	Amanda Rood	Contact
		(602) 447-0449	(928) 776-9957	(928) 282-7174	(623) 777-8918	Phone Number
		shannan@requestaz.com	randyl@europeantechniques.com	Email	Email	Email
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$19,931	\$23,919	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A		
4	Surety Company	Name	Merchants National	Insurors Indemnity		
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
6	Bond/CDI Cost	Yes	3.000%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes		
9	GL Insurance Company Name	Name	Sentinel Insurance	Federated Mutual		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
13	Tier 1 Approved	Yes	Approved	Approved w/ Cond.		
14	Tier 2 Approved	Yes/No	TBD	TBD		
15	OSHA Recordable Incident Rate (Current)	Yes	0.00	6.81		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
17	Acknowledges Soils Report	Yes/No	Yes	Yes		
18	Acknowledges Addenda	Yes/No	Yes	Yes		
19	Hold Bid for 120 Days	Yes	Yes	Yes		
20	Contingent on award of other Work Categories?	Yes/No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	DBE & SBE	WOSB		
Scope of Work:		Yes / No				
Base Bid			\$17,808	\$22,061	\$0	\$0
22						
23	Per Plans & Specifications:	Yes				
24	Division 00 & 01 as applies	Yes	Yes	Yes		
25	No specs provided	Yes	Yes	Yes		
26						
27	Front Ends					
28	Acknowledge the Construction Schedule	Yes	Yes	Yes		
29	Anticipated delivery dates	Yes	Yes	Yes		
30	Any Long Lead items	Yes	No	No		
31	Acknowledge the Logistics Plan	Yes	Yes	Yes		
32						
33	Scope Items					
34	Plam Base Cabinetry at Sink (Rm 104)	Yes	Included	Included		
35	Solid Surface Top w/ Backsplash (Rm 104)	Yes	Included	Included		
36	Plam Upper Cabinetry at Sink (Rm 104)	Yes	Included	Included		
37	Plam Office Desks w/ Base Cabinets (Rm 104)	Yes	Included	Included		
38	Center Island Desk - Excluded	Yes	w/ FFE	w/ FFE		
39	surface mount/support bracket	Yes	Not Required	Not Required		
40						
41	Cost to Complete Work:	Yes	Included	Included		



Uptown Sedona Parking Garage - GMP

Work Category: 06B - Millwork

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Request Manufacturing	European Techniques	Builders First Source	Architectural Millwork Design	Exhibits Southwest LLC	
		Shannan McLaine	Randy L	Kyler Ray	Amanda Rood	Contact	
		(602) 447-0449	(928) 776-9957	(928) 282-7174	(623) 777-8918	Phone Number	
		shannan@requestaz.com	randyl@europeantechniques.com	Email	Email	Email	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$19,931	\$23,919	DECLINED	DECLINED	DECLINED
42	Grommets & Cutouts	Yes	\$750	\$750			
43	Additional Blocking to support cabinets and desks	Yes	\$750	\$750			
44							
45							
46							
47							
48							
49	End of Scope						
50	Bond/CDI Cost		\$579	\$305	\$0	\$0	\$0
51	Textura Cost		\$44	\$53	\$0	\$0	\$0
52	TOTAL WORK CATEGORY PACKAGE VALUE		\$19,931	\$23,919	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 07A - Damproofing and Waterproofing
WC Lead: RJ Durrer
Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Alpha Insulation	RTI Sealants	AK & J Sealants	Innovative Contractor Solutions	Johnson Statewide	
		Matthew Carpenter	Travis Rice	Josh Peters	Clinton Trauter	John Willman	
		623-432-3930	602-721-4637	602-788-1670	602-888-0470	480-822-0941	
		mcarpenter@alphaiw.com	travis@rtisealants.com	joshp@akjsealants.com	ctruter@contractorsolutions.com	johnwillman@johnsonstatewide.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$160,821	\$172,281	DECLINED	DECLINED	DECLINED
			Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Included	Non-responsive			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Included	Non-responsive			
3	Bid Bond Included with Bid	> \$500,000	Included	Non-responsive			
4	Surety Company	Name	Hartford Fire	Atlantic Specialty			
5	Surety AM Best Rating (Must be A- or Better)	Yes	A	A-			
6	Bond/CDI Cost	Yes	1.500%	1.295%			
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%			
8	Insurance Requirements Per Matrix	\$5M GL	Included	Included			
9	GL Insurance Company Name	Name	Starr	GuideOne National			
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A	A-			
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A			
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	Included	Included			
13	Tier 1 Approved	Yes	Approved w/ Cond.	Approved			
14	Tier 2 Approved	Yes/No	N/A	N/A			
15	OSHA Recordable Incident Rate (Current)	Yes	3.92	0.00			
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Scaffold By Others			
17	Acknowledges Soils Report	Yes/No	N/A	N/A			
18	Acknowledges Addenda	Yes/No	Included	Included			
19	Hold Bid for 120 Days	Yes	Included	Included			
20	Contingent on award of other Work Categories?	Yes/No	No	No			
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No			
Scope of Work:		Yes / No					
Base Bid			\$163,097	\$173,205	\$0	\$0	\$0
22							
Per Plans & Specifications:							
24	Division 00 & 01 as applies	Yes	Included	Included			
25	Spec Section 07 11 13 Bituminous Damproofing	Yes	Included	Included			
26	Spec Section 07 14 23 Fluid-Applied Reinforced Waterproofing	Yes	Included	Included			
27	Spec Section 07 19 00 Water Repellents	Yes	Included	Included			
28							
Front Ends							
30	Acknowledge the Construction Schedule	Yes	Included	Included			
31	Anticipated delivery dates	Yes	Included	Included			
32	Any Long Lead items	Yes	Included	Included			
33	Acknowledge the Logistics Plan	Yes	Included	Included			
34	Undefinable Damage Cost Included	Yes	Included	Included			
35	Attick Stock (if applicable)	Yes	Included	Included			
36							
Scope Items							
38	Below Grade waterproofing at all below grade exterior walls	Yes	Included	Included			
39	Drain Mats as required	Yes	Included	Included			
40	Includes all elevator pit walls	Yes	Included	Included			
41	Includes all exterior concrete walls	Yes	Included	Included			



Uptown Sedona Garage GMP

Work Category: 07A - Damproofing and Waterproofing

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Alpha Insulation	RTI Sealants	AK & J Sealants	Innovative Contractor Solutions	Johnson Statewide	
		Matthew Carpenter	Travis Rice	Josh Peters	Clinton Trauter	John Willman	
		623-432-3930	602-721-4637	602-788-1670	602-888-0470	480-822-0941	
		mcarpenter@alphaiwip.com	travis@rtisealants.com	joshp@akjsealants.com	ctruter@contractorsolutions.com	johnwillman@johnsonstatewide.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$160,821	\$172,281	DECLINED	DECLINED	DECLINED
42	10 year warranty	Yes	Included	Included			
43	Includes Mockups as required	Yes	Included	\$1,500			
44	Additional Wall Prep for Waterproofing	Yes	\$5,000	\$5,000			
45	Waterproofing at top of mechanical shaft	Yes	\$5,000	\$5,000			
46							
47	Provide 60 mil fluid applied waterproofing ILO Bentonite Waterproofing and Drain Mat	Yes	-\$15,000	-\$15,000			
48							
49							
50							
51							
52	End of Scope						
53	Bond/CDI Cost		\$2,371	\$2,198	\$0	\$0	\$0
54	Textura Cost		\$353	\$378	\$0	\$0	\$0
55	TOTAL WORK CATEGORY PACKAGE VALUE		\$160,821	\$172,281	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 07C - Joint Sealants

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Alpha/McCarthy	RTI/McCarthy	AK & J Sealants	Innovative Contractor Solutions	Johnson Statewide
		Matthew Carpenter	Travis Rice	Josh Peters	Clinton Trauter	John Willman
		623-432-3930	602-721-4637	602-788-1670	602-888-0470	480-822-0941
		mcarpenter@alphap.com	travis@rtisealants.com	joshp@akjsealants.com	ctruter@contractorsolutions.com	johnwillman@johnsonstatewide.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$39,930	\$59,653	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Included	Non-responsive		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Included	Non-responsive		
3	Bid Bond Included with Bid	> \$500,000	Included	Non-responsive		
4	Surety Company	Name	Hartford Fire	Atlantic Specialty		
5	Surety AM Best Rating (Must be A- or Better)	Yes	A	A-		
6	Bond/CDI Cost	Yes	1.500%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Included	Included		
9	GL Insurance Company Name	Name	Starr	GuideOne National		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A	A-		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	Included	Included		
13	Tier 1 Approved	Yes	Approved w/ Cond.	Approved		
14	Tier 2 Approved	Yes/No	N/A	N/A		
15	OSHA Recordable Incident Rate (Current)	Yes	3.92	0.00		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Scaffold By Others		
17	Acknowledges Soils Report	Yes/No	N/A	N/A		
18	Acknowledges Addenda	Yes/No	Included	Included		
19	Hold Bid for 120 Days	Yes	Included	Included		
20	Contingent on award of other Work Categories?	Yes/No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No		
Scope of Work:		Yes / No				
Base Bid			\$17,175	\$69,105	\$0	\$0
22						
Per Plans & Specifications:						
24	Division 00 & 01 as applies	Yes	Included	Included		
25	Spec Section 07 92 00 Joint Sealants	Yes	Included	Included		
26						
Front Ends						
28	Acknowledge the Construction Schedule	Yes	Included	Included		
29	Anticipated delivery dates	Yes	Included	Included		
30	Any Long Lead items	Yes	Included	Included		
31	Acknowledge the Logistics Plan	Yes	Included	Included		
32	Undefinable Damage Cost Included	Yes	Included	Included		
33	Attic Stock (if applicable)	Yes	Included	Included		
34						
Scope Items						
36	Masonry Control Joints	Yes	Included	Included		
37	Concrete Wall Joints	Yes	Included	Included		
38	HM Door Frame joints	Yes	Included	Included		
39	Sidewalk Expansion Joints	Yes	Included	Included		
40	Building to concrete Joints	Yes	Included	Included		
41	Sealant at IT/Comm Rooms	Yes	Included	Included		



Uptown Sedona Garage GMP

Work Category: 07C - Joint Sealants

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Alpha/McCarthy	RTI/McCarthy	AK & J Sealants	Innovative Contractor Solutions	Johnson Statewide	
		Matthew Carpenter	Travis Rice	Josh Peters	Clinton Trauter	John Willman	
		623-432-3930	602-721-4637	602-788-1670	602-888-0470	480-822-0941	
		mcarpenter@alphap.com	travis@rtisealants.com	joshp@akjsealants.com	ctruter@contractorsolutions.com	johnwillman@johnsonstatewide.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$39,930	\$59,653	DECLINED	DECLINED	DECLINED
42	Deduct to remove concrete slab joints	Yes	Included	-\$33,365			
43	Self Perform Firestopping & Acoustical Sealants	Yes	Included	Included			
44							
45	McCarthy Base Bid - Firestopping and Acoustical Sealants	Yes					
46	Firestopping:	Yes	\$16,708	\$17,650			
47	T&B of Wall	Yes	Included	Included			
48	Intersection of Rated Walls w/ Perimeter	Yes	Included	Included			
49	Stencil	Yes	Included	Included			
50	Putty Pads	Yes	Included	Included			
51	MEP Penetration (3/4")	Yes	Included	Included			
52	MEP Penetration (4")	Yes	Included	Included			
53	MEP Penetration (8")	Yes	Included	Included			
54	Acoustical	Yes	\$5,371	\$5,371			
55	Acoustical Caulking - int.Lites	Yes	Included	Included			
56	Acoustical Caulking - T&B - int.Gyp. - 2x sides	Yes	Included	Included			
57	Acoustical Caulking - ToW - ext.Masonry - 1x sides	Yes	Included	Included			
58	Acoustical Caulking - ToW - int. Masonry - 2x sides	Yes	Included	Included			
59	Beam Penetrations (3 LF)	Yes	Included	Included			
60	FEC's (6 LF)	Yes	Included	Included			
61	MEP Penetration (3/4")	Yes	Included	Included			
62	MEP Penetration (4")	Yes	Included	Included			
63	MEP Penetration (8")	Yes	Included	Included			
64							
65							
66	End of Scope						
67	Bond/CDI Cost		\$589	\$761	\$0	\$0	\$0
68	Textura Cost		\$88	\$131	\$0	\$0	\$0
69	TOTAL WORK CATEGORY PACKAGE VALUE		\$39,930	\$59,653	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 07D - Roofing

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Progressive Roofing	Sprayfoam Southwest	Star Roofing	Tremco	Hales Roofing
		Craig Oberg	Dustin Clarke	Michael Gross	Tristen D'Angelo	Chad Hale
		602-278-4900	480-275-9915	602-944-3323	623-451-3468	928-821-8018
		craig_oberg@progressives.com	dustinc@sprayfoamsouthwest.com	mgross@starroofingaz.com	tdangelo@tremcoinc.com	office@halesroofing.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$56,960	DECLINED	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Included			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Included			
3	Bid Bond Included with Bid	> \$500,000	Included			
4	Surety Company	Name	Agronaut			
5	Surety AM Best Rating (Must be A- or Better)	Yes	A-			
6	Bond/CDI Cost	Yes	1.500%			
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%			
8	Insurance Requirements Per Matrix	\$5M GL	Included			
9	GL Insurance Company Name	Name	Amerisure			
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A			
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A			
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A			
13	Tier 1 Approved	Yes	Approved			
14	Tier 2 Approved	Yes/No	Approved			
15	OSHA Recordable Incident Rate (Current)	Yes	0.63			
16	Includes Hoisting for Sub's Own Work Scope	Yes	Included			
17	Acknowledges Soils Report	Yes/No	N/A			
18	Acknowledges Addenda	Yes/No	Included			
19	Hold Bid for 120 Days	Yes	Included			
20	Contingent on award of other Work Categories?	Yes/No	No			
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No			
Scope of Work:		Yes / No				
Base Bid			\$49,495	\$0	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Included			
24	Division 00 & 01 as applies	Yes	Included			
25	Spec Section 07 54 00 Thermoplastic Polyolefin Roofing	Yes	Included			
26	Spec Section 07 60 00 Flashing and Sheet Metal	Yes	Included			
27						
28	Front Ends					
29	Acknowledge the Construction Schedule	Yes	Included			
30	Anticipated delivery dates	Yes	Included			
31	Any Long Lead items	Yes	Included			
32	Acknowledge the Logistics Plan	Yes	Included			
33	Undefinable Damage Cost Included	Yes	Included			
34	Attick Stock (if applicable)	Yes	Included			
35						
36	Scope Items					
37	T.P.O. ROOFING OVER 1/2" COVER BOARD OVER 1" RIGID INSULATION (CLASS A ROOF)	Yes	Included			
38	Roof Crickets as shown	Yes	Included			
39	4x4x20 GA Gutter with 3" Round Downspouts	Yes	Included			
40	Scupper as shown	Yes	Included			
41	20 Year Warranty per spec	Yes	Included			



Uptown Sedona Garage GMP

Work Category: 07D - Roofing

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Progressive Roofing	Sprayfoam Southwest	Star Roofing	Tremco	Hales Roofing	
		Craig Oberg	Dustin Clarke	Michael Gross	Tristen D'Angelo	Chad Hale	
		602-278-4900	480-275-9915	602-944-3323	623-451-3468	928-821-8018	
		craig_oberg@progressiveus.com	dustinc@sprayfoamsw.com	mgross@starroofingaz.com	tdangelo@tremcoinc.com	office@halesroofing.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$56,960	DECLINED	DECLINED	DECLINED	DECLINED
42	Coping Caps as Required	Yes	Included				
43	Counter Flashings and Fry Reglets	Yes	Included				
44	Mechanical Unit Walkpads	Yes	Included				
45	Additional Membrane to wrap the back of parapets	Yes	\$5,000				
46	Roof Protection while installing mechanical equipment	Yes	\$1,500				
47							
48							
49	End of Scope						
50	Bond/CDI Cost		\$840	\$0	\$0	\$0	\$0
51	Textura Cost		\$125	\$0	\$0	\$0	\$0
52	TOTAL WORK CATEGORY PACKAGE VALUE		\$56,960	\$0	\$0	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: 08A - Doors, Frames, & Hardware
WC Lead: Brent Rauch
Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Kelley Bros	Walters & Wolf	Hallgren Co.	Hope Construction	D.H. Pace
		Kathie Dierken	Kevin Hanak	Robert Brown	David Carpenter	Philip Cross
		(480) 594-7744	(480) 705-6810	(602) 438-1717	928-527-3159	913-388-0035
		kdierken@kelleybros.com	kevinh@waltersandwolf.com	robertb@hallgrenco.com	dcarpenter@hopeconstructionaz.com	phillip.cross@dhpac.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$55,615	\$71,888	DECLINED	DECLINED	DECLINED
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A		
4	Surety Company	Name	Yes	Yes		
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
6	Bond/CDI Cost	Yes	1.295%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.000%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes		
9	GL Insurance Company Name	Name	Yes	Yes		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
13	Tier 1 Approved	Yes	Approved	Approved w/ Cond.		
14	Tier 2 Approved	Yes/No	Approved	Approved		
15	OSHA Recordable Incident Rate (Current)	Yes	Yes	Yes		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
17	Acknowledges Soils Report	Yes/No	N/A	N/A		
18	Acknowledges Addenda	Yes/No	Yes	Yes		
19	Hold Bid for 120 Days	Yes	Yes	Yes		
20	Contingent on award of other Work Categories?	Yes/No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No, OK	No, OK		
Scope of Work:		Yes / No				
Base Bid			\$48,008	\$55,238	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Yes	Yes		
24	Division 00 & 01 as applies	Yes	Yes	Yes		
25	Spec Section 08 11 10 Steel Doors and Frames	Yes	Yes	Yes		
26	Spec Section 08 71 00 Door Hardware	Yes	Yes	Yes		
27	Spec Section 08 80 00 Glazing	Yes	Yes	Yes		
28						
29	Front Ends					
36						
37	Scope Items					
38	(14) Painted Hollow Metal Doors	Yes	Yes	Yes		
39	(10) Hollow Metal Frames	Yes	Yes	Yes		
40	Door Hardware	Yes	Yes	Yes		
41	Electric Hardware (4 doors)	Yes	Yes	Yes		
42	Door: 004 Gate (Elev C)	Yes	by 32A	by 32A		
43	Door 108 (bike rack door)	Yes	Yes	\$5,925		
44	Mech Door (104)	Yes	Yes	\$1,000		
45	Textura Cost	Yes	\$192	Yes		
46	Deduct for permanent cores (109/110)	Yes	-\$96	No, ok		
47	Exclude Grout Frame	Yes	Yes	Yes		



Uptown Sedona Parking Garage - GMP

Work Category: 08A - Doors, Frames, & Hardware
WC Lead: Brent Rauch
Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Kelley Bros	Walters & Wolf	Hallgren Co.	Hope Construction	D.H. Pace	
		Kathie Dierken	Kevin Hanak	Robert Brown	David Carpenter	Philip Cross	
		(480) 594-7744	(480) 705-6810	(602) 438-1717	928-527-3159	913-388-0035	
		kdierken@kelleybros.com	kevinh@waltersandwolf.com	robertb@hallgrenco.com	dcarpenter@hopeconstructionaz.com	phillip.cross@dhpac.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$55,615	\$71,888	DECLINED	DECLINED	DECLINED
48	Unloading Frames	Yes	\$2,500	\$2,500			
49	Finish of Frames	Yes	Yes	Yes			
50	Masonry clips	Yes	Yes	Yes			
51	Electrical Hardware	Yes	Yes	\$1,850			
52	Sand and prime for P&D HM door frames	Yes	\$4,300	\$4,300			
53							
54							
55							
56							
57	End of Scope						
58	Bond/CDI Cost		\$711	\$917	\$0	\$0	\$0
59	Textura Cost		\$0	\$158	\$0	\$0	\$0
60	TOTAL WORK CATEGORY PACKAGE VALUE		\$55,615	\$71,888	\$0	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: 08B - Glass & Glazing

WC Lead: Brent Rauch

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope			Sierra Glass	SGSI Glass & Glazing	Twin Peaks Glass	Palomino Glass Inc.	The Glass Company
			Zane Hill	Bryan Buckholz	Tim Savage	Ron Kelley	Don Henry
			(602) 258-5000	(623) 238-2148	(928) 890-9644	928-213-9098	928-639-0110
			zane@sierraglasscoinc.com	jared.turgeon@sgsiglass.com	tim@twinpeaksglass.com	commercial@palominoglass.com	dhenry@glasscoaz.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$43,175	\$56,929	DECLINED	DECLINED	DECLINED	
			Not Prequalified	Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	No	Yes			
3	Bid Bond Included with Bid	> \$500,000	N/A	Yes			
4	Surety Company	Name	Yes	Yes	Sierra Glass was a non-responsive bidder and was not able to prequalify with McCarthy to bid this scope. McCarthy, therefore, recommends SGSI for this scope.		
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes			
6	Bond/CDI Cost	Yes	1.295%	2.900%			
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.000%			
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes			
9	GL Insurance Company Name	Name	Yes	Yes			
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes			
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A			
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A			
13	Tier 1 Approved	Yes	No	Yes			
14	Tier 2 Approved	Yes/No	No	No			
15	OSHA Recordable Incident Rate (Current)	Yes	Yes	Yes			
16	Includes Hoisting for Sub's Own Work Scope	Yes	N/A	N/A			
17	Acknowledges Soils Report	Yes/No	N/A	N/A			
18	Acknowledges Addenda	Yes/No	Yes	Yes			
19	Hold Bid for 120 Days	Yes	Yes	Yes			
20	Contingent on award of other Work Categories?	Yes/No	No	No			
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No, OK	No, OK			
Scope of Work:			Yes / No				
Base Bid			\$38,140	\$47,825	\$25,975	NO BID	\$0
22							
23	Per Plans & Specifications:	Yes	Yes	Yes			
24	Division 00 & 01 as applies	Yes	Yes	Yes			
25	Spec Section 08 80 00 Glazing	Yes	Yes	Yes			
26							
27	Front Ends						
28	Acknowledge the Construction Schedule	Yes	Yes	Yes			
29	Anticipated delivery dates	Yes	Yes	6-9 weeks			
30	Any Long Lead items	Yes	Yes	up to 12 weeks			
31	Acknowledge the Logistics Plan	Yes	Yes	Yes			
32	Undefinable Damage (Section 117 of the Front End Docs)	Yes	Yes	N/A			
33	Attick Stock (if applicable)	Yes	Yes	N/A			
34							
35	Scope Items						
36	Aluminum storefront system	Yes	Yes	Yes			
37	(5) window and (1) doors with sidelight	Yes	Yes	Yes			
38	(1) 3/0 x 7/6 hinge left swing out	Yes	Yes	Yes			
39	(1) 3/0 x 8/0 hinge swing out	Yes	Yes	Yes			
40	Glass (Substation) 1" IGU Solarban 60 Gray	Yes	Yes	Yes			
41	Perimeter Caulking (calls for acoustical?) Int / Ext	Yes	Yes	Yes			
42	Electrified Hardware	Yes	\$2,405	\$6,000			



Uptown Sedona Parking Garage - GMP

Work Category: 08B - Glass & Glazing

WC Lead: Brent Rauch

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope			Sierra Glass	SGSI Glass & Glazing	Twin Peaks Glass	Palomino Glass Inc.	The Glass Company
			Zane Hill	Bryan Buckholz	Tim Savage	Ron Kelley	Don Henry
			(602) 258-5000	(623) 238-2148	(928) 890-9644	928-213-9098	928-639-0110
			zane@sierraglasscoinc.com	jared.turgeon@sgsiglass.com	tim@twinpeaksglass.com	commercial@palominooglass.com	dhenry@glasscoaz.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$43,175	\$56,929	DECLINED	DECLINED	DECLINED
43	Protection of Glass / Final cleaning	\$1,500	\$1,500	\$1,500			
44	Match the profile of masonry (RJ)	Yes	Yes	Yes			
45	Textura Cost	Yes	\$484	Yes			
46							
47							
48	End of Scope						
49	Bond/CDI Cost		\$551	\$1,604	\$0	\$0	\$0
50	Textura Cost		\$95	\$0	\$0	\$0	\$0
51	TOTAL WORK CATEGORY PACKAGE VALUE		\$43,175	\$56,929	\$25,975	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: 09A - Drywall & Framing

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Ignace Brothers Commercial	Arok	S Lynn Drywall, Inc.	Hulse	Design Drywall West	
		Darel Ignace	Cameron Morrell	Arnoldson Freeman	Pat Macgillivray	Ray Espinosa	
		(928) 526-9446	(480) 404-4408	(928) 606-0497	(602) 582-5473	(602) 316-9074	
		ibi@ignacebrothers.com	cmorrell@arok.com	slyndrywall@yahoo.com	pat@hulseconstruction.com	respino@designdrywallwest.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$15,126	\$15,728	\$28,363	DECLINED	DECLINED
			Not Prequalified	Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Requested	Yes	Requested		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Requested	Yes	Requested		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A	N/A		
4	Surety Company	Name	Requested	The Hartford	Requested		
5	Surety AM Best Rating (Must be A- or Better)	Yes	Requested	A+	Requested		
6	Bond/CDI Cost	Yes	1.295%	1.295%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M	5M	5M	5M		
9	GL Insurance Company Name	Name	Requested	National Union	Requested		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Requested	A	Requested		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A	N/A		
13	Tier 1 Approved	Yes	Denied	Approved	Not Prequalified		
14	Tier 2 Approved	Yes/No	TBD	Approved	Requested		
15	OSHA Recordable Incident Rate (Current)	Yes	Requested	0.00	Requested		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes	Yes		
17	Acknowledges Soils Report	Yes/No	Yes	Yes	Yes		
18	Acknowledges Addenda	Yes/No	Requested	Yes	Requested		
19	Hold Bid for 120 Days	Yes	Requested	Yes	Requested		
20	Contingent on award of other Work Categories?	Yes/No	No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No	No		
Scope of Work:		Yes / No					
Base Bid			\$12,400	\$15,493	\$25,500	\$0	\$0
22							
23	Per Plans & Specifications:	Yes	Yes	Yes	Yes		
24	Division 00 & 01 as applies	Yes	Yes	Yes	Yes		
25	Spec Section 09 22 16 Non-Structural Metal Framing	Yes	Yes	Yes	Yes		
26	Spec Section 09 29 00 Gypsum Board	Yes	Yes	Yes	Yes		
27							
28	Front Ends						
29	Acknowledge the Construction Schedule		Yes	Yes	Yes		
30	Anticipated delivery dates		Requested	2 weeks	Requested		
31	Any Long Lead items		No	No	No		
32	Acknowledge the Logistics Plan		Yes	Yes	Yes		
33							
34	Scope Items						
35	Gyp Hardlid at Restrooms		Included	Included	Included		
36	1-1/2" Metal Studs at 16" O.C.		Included	Included	Included		
37	5/8" water resistant gyp board (cement board)		Included	Included	Included		
38	Plumbing Wall at Restrooms		Included	Included	Included		
39	3-5/8" Metal Studs at 16" O.C.		Included	Included	Included		
40	5/8" water resistant gyp board (cement board)		Included	Included	Included		
41	Furred Wall at Police Substation		Included	Included	Included		

Ignace brothers is unable to prequalify with McCarthy. McCarthy, therefore, recommends Arok for this scope.



Uptown Sedona Parking Garage - GMP

Work Category: 09A - Drywall & Framing

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Ignace Brothers Commercial	Arok	S Lynn Drywall, Inc.	Hulse	Design Drywall West	
		Darel Ignace	Cameron Morrell	Arnoldson Freeman	Pat Macgillivray	Ray Espinosa	
		(928) 526-9446	(480) 404-4408	(928) 606-0497	(602) 582-5473	(602) 316-9074	
		ibi@ignacebrothers.com	cmorrell@arok.com	slyndrywall@yahoo.com	pat@hulseconstruction.com	respino@designdrywallwest.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$15,126	\$15,728	\$28,363	DECLINED	DECLINED
42	3-5/8" Metal Studs at 16" O.C.		Included	Included	Included		
43	5/8" regular gyp board		Included	Included	Included		
44	16ga. Flat-strap backing Included		\$2,500	Included	\$2,500		
45							
46	End of Scope						
47	Bond/CDI Cost		\$193	\$201	\$363	\$0	\$0
48	Textura Cost		\$33	\$35	\$0	\$0	\$0
49	TOTAL WORK CATEGORY PACKAGE VALUE		\$15,126	\$15,728	\$28,363	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: 09D - Tile & Flooring

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Envision Flooring	Creative Design Flooring	Wholesale Floors	Highlands Floor Coverings	Primera Interiors
		Robert Ramsey	John Girard	Brett Dominguez	Shauna Keith	Ruth Draeger
		(602) 708-3882	(480) 443-3905	(602) 248-7878	(928) 774-6700	(928) 713-9478
		robertr@envisionflooringllc.com	john.girard@creativeflooring.com	brett@wholesalefloors.com	shauna@highlandsfloorcoverings.com	rdraeger@primera.net
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$20,472	\$26,529	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A		
4	Surety Company	Name	Hartford Accident	Contractor Bonding		
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	A+		
6	Bond/CDI Cost	Yes	1.295%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	1M	1M	1M		
9	GL Insurance Company Name	Name	State Automobile	Ohio Security		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	A		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
13	Tier 1 Approved	Yes	Approved	Approved		
14	Tier 2 Approved	Yes/No	Approved	TBD		
15	OSHA Recordable Incident Rate (Current)	Yes	0.00	0.00		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
17	Acknowledges Soils Report	Yes/No	Yes	Yes		
18	Acknowledges Addenda	Yes/No	Yes	Yes		
19	Hold Bid for 120 Days	Yes	Yes	Yes		
20	Contingent on award of other Work Categories?	Yes/No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No		
Scope of Work:		Yes / No				
Base Bid			\$13,663	\$25,132	\$0	\$0
22						
23	Per Plans & Specifications:					
24	Division 00 & 01 as applies	Yes	Yes	Yes		
25	Section 09 3100 - Tile	Yes	Yes	Yes		
26	Section 03 3543 - Polished Concrete Floors	Yes	Yes	Yes		
27						
28	Front Ends					
29	Acknowledge the Construction Schedule	Yes	Yes	Yes		
30	Acknowledge the Logistics Plan	Yes	Yes	Yes		
31	Please note anticipated delivery dates	Yes	Yes	Yes		
32	Please note if any Long Lead items	Yes	No	No		
33						
34	Scope Items					
35	Epoxy Flooring at Restrooms	Yes	Included	Included		
36	Slope to drain	Yes	\$250	Included		
37	Scrub & Seal Concrete all other rooms:	Yes	Included	Included		
38	all Mech, Elec, Stor, IT/Comm, Jan, & PD Bike Stor	Yes	Included	Included		
39	PD Substation	Yes	-\$933	Included		
40	3"x6" Porcelain Wall Tile at Restrooms (per spec)	Yes	Included	Included		
41	Full Height U.N.O	Yes	Included	Included		



Uptown Sedona Parking Garage - GMP

Work Category: 09D - Tile & Flooring

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope			Envision Flooring	Creative Design Flooring	Wholesale Floors	Highlands Floor Coverings	Primera Interiors
			Robert Ramsey	John Girard	Brett Dominguez	Shauna Keith	Ruth Draeger
			(602) 708-3882	(480) 443-3905	(602) 248-7878	(928) 774-6700	(928) 713-9478
			robertr@envisionflooringllc.com	john.girard@creativesignflooring.com	brett@wholesalefloors.com	shauna@highlandsfloorcoverings.com	rdraeger@primerainteriors.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$20,472	\$26,529	DECLINED	DECLINED	DECLINED
42	Tape & Prep Joints	Yes	Included	Included			
43	Epoxy grouting	Yes	Included	Included			
44	Waterproof membrane	Yes	\$750	Included			
45	12" x 12" Porcelain Floor Tile at Elevator Flooring (per spec)	Yes	\$500	Included			
46	Schluters	Yes	\$50	Included			
47	Attic Stck (per specs)	Yes	Included	Included			
48	High Traffic Coating	Yes	\$4,887	Included			
49	Floor Prep	Yes	\$500	\$500			
50	Final Cleaning	Yes	\$500	\$500			
51							
52							
53							
54	End of Scope						
55	Bond/CDI Cost		\$261	\$338	\$0	\$0	\$0
56	Textura Cost		\$45	\$58	\$0	\$0	\$0
57	TOTAL WORK CATEGORY PACKAGE VALUE		\$20,472	\$26,529	\$0	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: 09E - Painting

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		BZ Painting	Arizona Professional Painting	Pete King	Extreme Drywall Concepts	Major League Painting
		Brian Buchanan	Fernando Uribe	Todd Fife	Jennie Furlong	Daniel Raper
		(928) 774-1814	(602) 571-5638	(602) 944-4441	(623) 444-6313	(928) 522-0590
		brian@bzpainting.com	fruribe@azpropaint.com	todd@pkcaz.com	jennie@extremedrywallconcepts.com	mlraper@yahoo.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$108,125	\$119,251	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A		
4	Surety Company	Name	Capitol Indemnity	Westfield Insurance		
5	Surety AM Best Rating (Must be A- or Better)	Yes	A	Yes		
6	Bond/CDI Cost	Yes	3.000%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	1M	1M	1M		
9	GL Insurance Company Name	Name	Selective Insurance	Amerisure Mutual		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A+	Yes		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
13	Tier 1 Approved	Yes	Approved w/ Cond.	Submitted		
14	Tier 2 Approved	Yes/No	TBD	TBD		
15	OSHA Recordable Incident Rate (Current)	Yes	0.00	0.00		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes		
17	Acknowledges Soils Report	Yes/No	Yes	Yes		
18	Acknowledges Addenda	Yes/No	Yes	Yes		
19	Hold Bid for 120 Days	Yes	Yes	Yes		
20	Contingent on award of other Work Categories?	Yes/No	No	Yes		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	SBE & DBE		
Scope of Work:		Yes / No				
Base Bid			\$99,795	\$142,728	\$0	\$0
Per Plans & Specifications:						
24	Division 00 & 01 as applies	Yes	Included	Included		
25	Section 05 5000 (coordinate)	Yes	Included	Included		
26	Section 07 1900 - Water Repellents (CMU)	Yes	Included	Included		
27	Section 09 9600 - High Performance Coatings	Yes	Included	Included		
Front Ends						
30	Acknowledge the Construction Schedule	Yes	Yes	Yes		
31	Any Long Lead items	Yes	No	No		
32	Acknowledge the Logistics Plan	Yes	Yes	Yes		
33	Acknowledge sections #94 (Paint And Other Fumes) & #96 (Special Requirements) of Front Ends	Yes	Yes	Yes		
34						



Uptown Sedona Parking Garage - GMP

Work Category: 09E - Painting

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		BZ Painting	Arizona Professional Painting	Pete King	Extreme Drywall Concepts	Major League Painting	
		Brian Buchanan	Fernando Uribe	Todd Fife	Jennie Furlong	Daniel Raper	
		(928) 774-1814	(602) 571-5638	(602) 944-4441	(623) 444-6313	(928) 522-0590	
		brian@bzpainting.com	firuribe@azpropaint.com	todd@pkcaz.com	jennie@extremedrywallconcepts.com	mlpraper@yahoo.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$108,125	\$119,251	DECLINED	DECLINED	DECLINED
35	Scope Items						
36	Water-repellant sealer at Exterior CMU	Yes	Included	Included			
37	Block Fill & Paint Interior CMU at Janitor Rooms (epoxy paint)	Yes	Included	Included			
38	Blockfill & Paint Interior CMU at PD Substation (standard acrylic)	Yes	Included	-\$8,576			
39	Paint drywall (standard acrylic)	Yes	Included	Included			
40	Paint hardlid (epoxy paint)	Yes	Included	-\$2,028			
41	Paint HM Doors & Frames (high performance)	Yes	Included	-\$1,365			
42	Paint Enclosure Gates (high performance)	Yes	Included	\$1,500			
43	Paint Bollards (reflective tape)	Yes	Included	Included			
44	Paint Handrails & Guardrails (High performance)	Yes	Included	Included			
45	Galvanized Exhaust Grill above Mech Rm 104 - Excluded	Exclude	Exclude	Exclude			
46	Galvanized Cable-Railing - Excluded	Exclude	Exclude	Exclude			
47	Galvanized Stair-Pan - Excluded	Exclude	Exclude	Exclude			
48	Corten finish for metal panels/coping caps to be factory-finished - Excluded	Exclude	Exclude	-\$8,434			
49	Integral Color at all exterior concrete walls - Excluded	Exclude	Exclude	Exclude			
50	Coordinate & ensure compatible top-coat w/ all shop-primed materials	Yes	Included	Included			
51	Continuous caulking HM Frames per Front Ends	Yes	Included	Included			
52							
53	Provide Cleanup for excess spills	Yes	\$500	\$500			
54	Dedicated painter during Punchlist for owner touchups	Yes	\$2,000	\$2,000			
55	Paint Solar Canopy Frame	Yes	\$9,970	\$10,000			
56	Handrails & Guardrails to receive standard paint ILO high performance	Yes	-\$4,970	-\$12,323			
57	Enclosure Gates, and HM Doors & Frames to receive standard paint ILO high performance	Yes	-\$2,550	-\$6,534			
58							
59							
60							
61	End of Scope						
62	Bond/CDI Cost		\$3,142	\$1,521	\$0	\$0	\$0
63	Textura Cost		\$237	\$262	\$0	\$0	\$0
64	TOTAL WORK CATEGORY PACKAGE VALUE		\$108,125	\$119,251	\$0	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: 10B - Specialties

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Partitions & Accessories Co	Beach Products	McCarthy	Inter-Co Division 10	Interstate Interior Systems, Inc	
		Mike Owen	Andrew Locke	Ryan Schwartz	Mike Holler	Bill Obarski	
		(480) 969-6606	(602) 272-6754	(480) 932-3209	(623) 398-6295	(480) 813-3530	
		mike@partitionsco.com	andrew@beachaz.com	rmschwartz@mccarthy.com	mholler@inter-co.com	wcobarski@isiinc.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$7,910	\$9,416	\$9,906	DECLINED	DECLINED
			Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes	N/A		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes	N/A		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A	N/A		
4	Surety Company	Name	Western Surety	INSURICA SW	N/A		
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes	N/A		
6	Bond/CDI Cost	Yes	1.295%	1.295%	0.000%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%	0.000%		
8	Insurance Requirements Per Matrix	\$5M GL	1M	1M	N/A		
9	GL Insurance Company Name	Name	Amerisure Mutual	Old Guard Insur.	N/A		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	A	N/A		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A	N/A		
13	Tier 1 Approved	Yes	Approved w/ Cond.	Approved	N/A		
14	Tier 2 Approved	Yes/No	TBD	TBD	N/A		
15	OSHA Recordable Incident Rate (Current)	Yes	6.67	0.00	N/A		
16	Includes Hoisting for Sub's Own Work Scope	Yes	No; ok	No; ok	N/A		
17	Acknowledges Soils Report	Yes/No	Yes	Yes	N/A		
18	Acknowledges Addenda	Yes/No	Yes	Yes	N/A		
19	Hold Bid for 120 Days	Yes	Yes	Yes	N/A		
20	Contingent on award of other Work Categories?	Yes/No	No; ok	No; ok	N/A		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No; ok	No; ok	N/A		
Scope of Work:		Yes / No					
Base Bid			\$7,792	\$9,275	\$9,906	\$0	\$0
22							
23	Per Plans & Specifications:	Yes	Yes	Yes	Yes		
24	Division 00 & 01 as applies	Yes	Yes	Yes	Yes		
25	Section 10 2813	Yes	Yes	Yes	Yes		
26	Front Ends	Yes	Yes	Yes	Yes		
27	Acknowledge the Construction Schedule	Yes	Yes	Yes	Yes		
28	Any Long Lead items	Yes	No	No	Yes		
29	Acknowledge the Logistics Plan	Yes	Yes	Yes	Yes		
30							
31	Toilet, Bath, & Laundry Accessories						
32	24"x36" Framed Mirror - ASI No. 0620-2436	Yes	Included	Included	Included		
33	Grab Bar Set - Bobrick B6806	Yes	Included	Included	Included		
34	Paper Towel Dispenser - VONDREHLE #8864SC	Yes	Included	Included	Included		
35	San Napking Disposal - ASI No. 0473-1A	Yes	Included	Included	Included		
36	Soap Dispenser - ULINE #H-3476	Yes	Included	Included	Included		
37	Toilet Seat Cover Dispenser - ASI No. 0477-SM	Yes	Included	Included	Included		
38	TP Dispenser - ASI No. 0030	Yes	Included	Included	Included		
39	Utility Shelf Mop Holder - ASI No. 1315	Yes	Included	Included	Included		
40	Fire Extinguishers & Cabinets						
41	FEC's & Cabinet	Yes	Included	Included	Included		
42							



Uptown Sedona Parking Garage - GMP

Work Category: 10B - Specialties

WC Lead: Ryan Schwartz

Bid Date: January 24, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Partitions & Accessories Co	Beach Products	McCarthy	Inter-Co Division 10	Interstate Interior Systems, Inc	
		Mike Owen	Andrew Locke	Ryan Schwartz	Mike Holler	Bill Obarski	
		(480) 969-6606	(602) 272-6754	(480) 932-3209	(623) 398-6295	(480) 813-3530	
		mike@partitionsco.com	andrew@beachaz.com	rmschwartz@mccarthy.com	mholler@inter-co.com	wcobarski@isiinc.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$7,910	\$9,416	\$9,906	DECLINED	DECLINED
43	End of Scope						
44	Bond/CDI Cost		\$101	\$120	\$0	\$0	\$0
45	Textura Cost		\$17	\$21	\$0	\$0	\$0
46	TOTAL WORK CATEGORY PACKAGE VALUE		\$7,910	\$9,416	\$9,906	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 14A - Elevators

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Otis	TKE	Schindler	AES	KONE
		Mitch Martin	Alex Clayton	Chad Osborn	Chris Mezosi	Brad Smith
		603-431-6346	240-302-5307	480-271-5362	480-557-7600	623-434-3599
		mitch.martin@otis.com	alex.clayton2@tkelevator.com	chad.osbor@schindler.com	chris.m@arizonaelevatorsolutions.com	brad.smith@kone.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$121,466	\$123,084	DECLINED	DECLINED	DECLINED
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Included	Included		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Included	Included		
3	Bid Bond Included with Bid	> \$500,000	N/A	N/A		
4	Surety Company	Name	N/A	N/A		
5	Surety AM Best Rating (Must be A- or Better)	Yes	N/A	N/A		
6	Bond/CDI Cost	Yes	1.295%	1.500%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Included	Included		
9	GL Insurance Company Name	Name	National Union	HDI Global		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A-	A+		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
13	Tier 1 Approved	Yes	Approved w/ Cond.	Submitted		
14	Tier 2 Approved	Yes/No	N/A	N/A		
15	OSHA Recordable Incident Rate (Current)	Yes	1.20	0.33		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Included	Included		
17	Acknowledges Soils Report	Yes/No	N/A	N/A		
18	Acknowledges Addenda	Yes/No	Included	Included		
19	Hold Bid for 120 Days	Yes	No, 30 days	No, 30 days		
20	Contingent on award of other Work Categories?	Yes/No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No		
Scope of Work:		Yes / No				
Base Bid			\$105,000	\$101,615	\$0	\$0
22						
23	Per Plans & Specifications:	Yes				
24	Division 00 & 01 as applies	Yes	Included	Included		
25						
26	Front Ends					
27	Acknowledge the Construction Schedule	Yes	Included	Included		
28	Anticipated delivery dates	Yes	Included	Included		
29	Any Long Lead items	Yes	16 Weeks	14 Weeks		
30	Acknowledge the Logistics Plan	Yes	Included	Included		
31	Undefinable Damage Cost Included	Yes	Included	Included		
32	Attick Stock (if applicable)	Yes	Included	Included		
33						
34	Scope Items					
35	3500 LB Passenger Elevator - 3 Stops	Yes	Included	2500 LB		
36	125 FPM Speed	Yes	Included	100 FPM		
37	MRL Hydraulic Elevator	Yes	Included	Included		
38	Pit Depth	Yes	5'	5'		
39	Overhead Size	Yes	12'	12'7"		
40	Includes Stainless Steel Cab Walls and Ceiling	Yes	Included	\$5,000		
41	Includes Laminate Cab Walls	Yes	Not Included	Included		



Uptown Sedona Garage GMP

Work Category: 14A - Elevators

WC Lead: RJ Durrer

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope			Otis	TKE	Schindler	AES	KONE
			Mitch Martin	Alex Clayton	Chad Osborn	Chris Mezosi	Brad Smith
			603-431-6346	240-302-5307	480-271-5362	480-557-7600	623-434-3599
			mitch.martin@otis.com	alex.clayton2@tkelevator.com	chad.osbor@schindler.com	chris.m@arizonaelevatorsolutions.com	brad.smith@kone.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$121,466	\$123,084	DECLINED	DECLINED	DECLINED
42	Includes 12 Minth Maintaiance and Call Back Service	Yes	Included	Included			
43	Pit Ladder By 05A	Yes	by 05A	by 05A			
44	Hoist Beam by others	Yes	by 05A	by 05A			
45	No Closet or Machine Room Required	Yes	Included	Included			
46	Offloading of Equipment	Yes	\$3,000	\$3,000			
47	Shaft Coordination	Yes	\$3,000	\$3,000			
48	Safety Railings at Shaft Openings	Yes	\$1,500	\$1,500			
49	2 Year Warranty	Yes	\$5,000	\$5,000			
50	Q1 Delivery of Elevator	Yes	\$2,150	\$2,150			
51							
52	End of Scope						
53	Bond/CDI Cost		\$1,549	\$1,819	\$0	\$0	\$0
54	Textura Cost		\$267	\$0	\$0	\$0	\$0
55	TOTAL WORK CATEGORY PACKAGE VALUE		\$121,466	\$123,084	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 21A - Fire Protection
WC Lead: Bob Alford
Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		AZ Verde FP	Olympic West FP	Foothills FP	Summit FP	Life Property Safety	
		Matt Pint	Jason Bultrowicz	Kevin Huennekens	Casey Huish	Tim	
		602-309-3968	480-209-7396	602-725-2109	480-695-0137	928-910-6213	
		matt@avfp.net	jason@olympicwestfire.com	kevinh@foothillsfire.com	chuish@summitfire.com	tim@lifeandpropertysafety.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$307,447	\$319,208	\$385,744	\$402,448	DECLINED
			Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends	Yes	Yes	Yes	Yes	Yes	
2	Bid Submitted on McCarthy Bid Form	Yes	Yes	Yes	Yes	Yes	
3	Bid Bond Included with Bid	> \$500,000	No-Ok	No-Ok	No-Ok	No-Ok	
4	Surety Company	Name	Pacific Indemnity	Argonaut	Merchants	OneBeacon Surety	
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes	Yes	Yes	
6	Bond/CDI Cost	Yes	1.295%	1.500%	2.000%	1.500%	
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%	0.220%	0.220%	
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes	Yes	Yes	
9	GL Insurance Company Name	Name	Zurich	Phoenix	Great Divide	Greenwich	
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes	Yes	Yes	
11	E&O Insurance (If Required by the Front Ends)	\$3M PRL	Yes	Yes	Yes	Yes	
12	Pollution Insurance (If Required by the Front Ends)	\$2M POL	Yes	Yes	Yes	Yes	
13	Tier 1 Approved	Yes	Yes	Yes	Yes	Yes	
14	Tier 2 Approved	Yes/No	No-Ok	No-Ok	Yes	No-Ok	
15	OSHA Recordable Incident Rate (Current)	Yes	1.65	1.04	0.75	0.90	
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes	Yes	Yes	
17	Acknowledges Soils Report	Yes/No	Yes	Yes	Yes	Yes	
18	Acknowledges Addenda	Yes/No	Yes	Yes	Yes	Yes	
19	Hold Bid for 120 Days	Yes	Yes	Yes	Yes	Yes	
20	Contingent on award of other Work Categories?	Yes/No	No	No	No	No	
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No	No	No	
Scope of Work:		Yes / No					
Base Bid			\$230,500	\$232,400	\$300,000	\$323,280	
22							
23	Per Plans & Specifications:	Yes	N/A	N/A	N/A	N/A	
30							
31	Front Ends						
32	Acknowledge the Construction Schedule	Yes	Yes	Yes	Yes	Yes	
33	Anticipated delivery dates	Yes	Yes	Yes	Yes	Yes	
34	Any Long Lead items	Yes	No	No	No	No	
35	Acknowledge the Logistics Plan	Yes	Yes	Yes	Yes	Yes	
36	Undefinable Damage Cost Included	Yes	No	No	No	No	
37	Attic Stock (if applicable)	Yes	Yes	Yes	Yes	Yes	
38							
39	Scope Items						
40	Provide 2 year warranty from substantial completion	Yes	Yes	Yes	Yes	Yes	
41	Provide design and deferred submittal of fire suppression systems by a licensed professional	Yes	Yes	Yes	Yes	Yes	
42	Acknowledges that this bid is for 100% complete and operational systems ready for use to match the intent of the DD documents. Includes coordination with all other trades to insure proper coverage of scope for complete and functional systems.	Yes	Yes	Yes	Yes	Yes	



Uptown Sedona Garage GMP

Work Category: 21A - Fire Protection

WC Lead: Bob Alford

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		AZ Verde FP	Olympic West FP	Foothills FP	Summit FP	Life Property Safety	
		Matt Pint	Jason Bultrowicz	Kevin Huennekens	Casey Huish	Tim	
		602-309-3968	480-209-7396	602-725-2109	480-695-0137	928-910-6213	
		matt@avfp.net	jason@olympicwestfire.com	kevinh@foothillsfire.com	chuish@summitfire.com	tim@lifeandpropertysafety.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$307,447	\$319,208	\$385,744	\$402,448	DECLINED
43	Provide the appropriate Hydraulic Calculations and Engineering by a certified professional. Including "Wet Stamp or Seal" (BY A PROFESSIONAL REGISTERED ENGINEER) the documents as required by the Authority Having Jurisdiction. Including coordination utilizing the latest architectural, MPE and structural documents for sprinkler lay-out prior to design and submittal to the Authority Having Jurisdiction.	Yes	Yes	Yes	Yes	Yes	
44	Pay all fees and secure permits , Provide inspections, and approvals necessary.	Yes	Yes	Yes	Yes	Yes	
45	Participate in and provide labor as required for "Off-Hour" testing of equipment and systems required by the Authority Having Jurisdiction and as required by job conditions to obtain the Temporary Certificates of Occupancy (TCO) and the Final Certificate of Occupancy.	Yes	Yes	Yes	Yes	Yes	
46	Acknowledge this proposal scope checklist is only a partial scope checklist of work to be performed by this subcontractor and that all the requirements of the contract documents are included in this subcontractors bid.	Yes	Yes	Yes	Yes	Yes	
47	Include flow tests and witness of flow tests.	Yes	Yes	Yes	Yes	Yes	
48	Include startup and commissioning	Yes	Yes	Yes	Yes	Yes	
49	Include installing all identification labels for this scope of work.	Yes	Yes	Yes	Yes	Yes	
50	Provide and install complete fire sprinkler for this garage conforming to NFPA 13 to account for freeze protection.	Yes	Yes	Yes	Yes	Yes	
51	Pipe shall be manufactured to standards recognized by NFPA 13. Threaded pipe shall have a corrosion resistance rating (CRR) of 1.0 or greater.	Yes	Yes	Yes	Yes	Yes	
52	All piping shall be black carbon steel	Yes	Yes	Yes	Yes	Yes	
53	Furnish and install fire alarm bell, tamper & flow switch	Yes	Yes	Yes	Yes	Yes	
54	Flow Alarms, control valve assemblies, supervisory devices and in line specialties as required	Yes	Yes	Yes	Yes	Yes	
55	Connect to fire water piping 6" above floor at flange	Yes	Yes	Yes	Yes	Yes	
56	Provide a fire department connection	Yes	Yes	Yes	\$5,000	Yes	
57	Flow Alarms, control valve assemblies, supervisory devices and in line specialties as required	Yes	Yes	Yes	Yes	Yes	
58	Firestopping/Fire Safing of FP penetrations through fire rated assemblies	Yes	Yes	Yes	Yes	Yes	
59	All necessary core drilling and means to route piping is included in this scope of work.	Yes	Yes	Yes	Yes	Yes	
60	Provide signage and equipment identification as required	Yes	Yes	Yes	Yes	Yes	
61	Coordinate with reflected ceiling plans. Center sprinkler heads in ceiling tiles and as approved by the Architect.	Yes	Yes	Yes	Yes	Yes	
62	McCarthy safety helmet requirement compliance	Yes	Yes	Yes	Yes	Yes	
63	Firestopping/Fire Safing of FP penetrations through fire rated assemblies	Yes	Yes	Yes	Yes	Yes	
64	Provide quick response sprinkler heads in all areas	Yes	Yes	Yes	Yes	Yes	
65	All exposed pipe which passes through a wall, ceiling, or floor shall be provided with escutcheon plates.	Yes	Yes	Yes	Yes	Yes	
66	Provide owner training	Yes	Yes	Yes	Yes	Yes	
67	Daily clean up	Yes	Yes	Yes	Yes	Yes	
68	Provide extra materials (sprinkler heads, wrenches, cabinet)	Yes	Yes	Yes	Yes	Yes	
69	Pipe all drains to a location where water will not damage stock, equipment, vehicles, planted areas, etc., cause injury or unsightly wet area in front of entrances.	Yes	Yes	Yes	Yes	Yes	
70	All required and specified inspections and tests.	Yes	Yes	Yes	Yes	Yes	
71	Assist in layout and coordination drawings prior to installation and allow clearance for mechanical and electrical systems.	Yes	Yes	Yes	Yes	Yes	
72	Include all required hoisting, access, scaffolding as needed.	Yes	Yes	Yes	Yes	Yes	
73	Fire stopping, caulking and other sealants required for all penetrations created by your scope of work.	Yes	Yes	Yes	Yes	Yes	
74	Testing of system as required per code and design. Coordination with Fire Alarm Subcontractor and McCarthy included.	Yes	Yes	Yes	Yes	Yes	
75	Provide corrosion resistant sprinkler heads and trim and exterior and interior wet areas.	Yes	Yes	Yes	Yes	Yes	
76	Wet pipe sprinkler system piping shall not pass directly over electrical panels.	Yes	Yes	Yes	Yes	Yes	



Uptown Sedona Garage GMP

Work Category: 21A - Fire Protection

WC Lead: Bob Alford

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		AZ Verde FP	Olympic West FP	Foothills FP	Summit FP	Life Property Safety	
		Matt Pint	Jason Bultrowicz	Kevin Huennekens	Casey Huish	Tim	
		602-309-3968	480-209-7396	602-725-2109	480-695-0137	928-910-6213	
		matt@avfp.net	jason@olympicwestfire.com	kevinh@foothillsfire.com	chuish@summitfire.com	tim@lifeandpropertysafety.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$307,447	\$319,208	\$385,744	\$402,448	DECLINED
77	Piping and fittings stored prior to installation shall be kept clean and protected, and ends shall be capped.	Yes	Yes	Yes	Yes	Yes	
78	Provide all necessary material to contain and/or divert water during flow tests	Yes	Yes	Yes	Yes	Yes	
79	Dry system included?	Yes	Yes	Yes	Yes	Yes	
80	Backflow prevention device included?	Yes	Yes	\$2,800	Yes	Yes	
81	Pricing is held for 120 days	Yes	Yes	\$6,250	Yes	Yes	
82	Include Textura cost in your bid	Yes	Yes	Yes	Yes	Yes	
83	70 foot trench with ductile iron pipe with polywrap, flange connection 1 ft above finish floor, sleeve for 6" riser, thrust blocks, backfill with native soil (RFI pending)	Yes	\$52,350	\$52,350	\$52,350	\$52,350	
84	Fire protection on 3rd floor PV canopies?	Yes	Excluded	Excluded	Excluded	Excluded	
85	Fire riser room (not shown) appears to be in middle of the structure. Will probably need a drain in the fire riser room	Qty 1	\$15,000	\$15,000	\$15,000	\$15,000	
86	Heat trace for fire riser into parking garage?	Excluded	Excluded	Excluded	Excluded	Excluded	
87	Electric unit heater in riser room (RFI pending)	Qty 1	\$5,000	\$5,000	\$5,000	\$5,000	
88							
89							
90							
91	End of Scope						
92	Bond/CDI Cost		\$3,922	\$4,707	\$7,547	\$5,934	\$0
93	Textura Cost		\$675	\$701	\$847	\$883	\$0
94	TOTAL WORK CATEGORY PACKAGE VALUE		\$307,447	\$319,208	\$385,744	\$402,448	\$0



Uptown Sedona Garage GMP

Work Category: 22A - Plumbing

WC Lead: Bob Alford

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		McCarthy	WD Manor	Yavapai Mechanical	Cool Air Solutions	Stay Cool Heating & AC
		Tyler Cordon	Sonny Nelson	Randy Garman	Gilbert Moreno	Garrett Puett
		(480) 203-7351	602-253-0703	928-776-0692	623-282-3523	928-900-5092
		tcordon@mccarthy.com	snelson@wdmanor.com	rgarman@ypeinc.com	service@coolairsolutionsaz.com	info@staycoolcaz.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$684,603	DECLINED	DECLINED	DECLINED	DECLINED
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
Scope of Work:		Yes / No				
Base Bid			\$672,103	\$0	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Yes			
30						
31	Front Ends					
32	Acknowledge the Construction Schedule	Yes	Yes			
33	Anticipated delivery dates	Yes	8 weeks			
34	Any Long Lead items	Yes	No			
35	Acknowledge the Logistics Plan	Yes	No			
36	Undefinable Damage Cost Included	Yes	No			
37	Attic Stock (if applicable)	Yes	No			
38						
39	Scope Items					
40	Provide base bid and alternate costs on the bid form and proposals. Base Bid to be start date of Jun 1, 2024 and Alt to be start date of Oct 1, 2024.	Yes	Yes			
41	McCarthy to provide an off-site parking location as the parking on-site is limited with any shuttling that may be needed.	Yes	Yes			
42	Include costs for just-in-time deliveries and limited storage/staging on-site.	Yes	Yes			
43	Acknowledges that this bid is for 100% complete and operational systems ready for use to match the intent of the incomplete GMP#2 documents. Includes coordination with all other trades to insure proper coverage of scope for complete and functional systems.	Yes	Yes			
44	Acknowledges this proposal scope checklist is only a partial scope checklist of work to be performed by this subcontractor and that all the requirements of the contract documents are included in this subcontractors bid.	Yes	Yes			
45	Include 2 year parts and labor warranty form substantial completion	Yes	Yes			
46	Hold bid pricing for 120 days	Yes	Yes			
47	Include all fire stopping required for this scope of work	Yes	Yes			
48	Provide and install all required shut off valves	Yes	Yes			
49	Clean and disinfect potable domestic water piping	Yes	Yes			
50	Include all sleeves and sleeve seals for all plumbing piping	Yes	Yes			
51	Provide and install piping escutcheons as required at exposed penetrations	Yes	Yes			
52	Provide and install all required thermometers, pressure gauges, ball/check/relief valves, expansion tanks, mixing & balancing valves for WH-1, recirc pumps as required for electric hot water heaters	Yes	Yes			
53	Provide and install drain pans underneath water heater with 3/4" drain to mop sink	Yes	Yes			
54	Provide and install hangers and supports as required	Yes	Yes			
55	Provide and install all hot water piping insulation	Yes	Yes			
56	Provide excavation/trenching, bedding, backfill, shoring and compaction as necessary for underground systems	Yes	Yes			
57	Provide and install trap primers for all floor drains. Provide stainless steel access panels.	Yes	Yes			
58	Sanitary waste & domestic water pipe shall include heat tape, insulation, stainless steel banding straps and aluminum jackets with moisture barrier per detail	Yes	Yes			
59	Provide all required clean outs and water hammer arrestors.	Yes	Yes			
60	Domestic water & sanitary sewer piping shall be extended 5' away from building for Civil connection	Yes	Yes			



Uptown Sedona Garage GMP

Work Category: 22A - Plumbing

WC Lead: Bob Alford

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		McCarthy	WD Manor	Yavapai Mechanical	Cool Air Solutions	Stay Cool Heating & AC	
		Tyler Cordon	Sonny Nelson	Randy Garman	Gilbert Moreno	Garrett Puett	
		(480) 203-7351	602-253-0703	928-776-0692	623-282-3523	928-900-5092	
		tcordon@mccarthy.com	snelson@wdmanor.com	rgarman@ypeinc.com	service@coolairsolutionsaz.com	info@staycoolcaz.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$684,603	DECLINED	DECLINED	DECLINED	DECLINED
61	Domestic water piping above grade shall be type L hard drawn copper.	Yes	Yes				
62	Domestic water piping below grade shall be type K soft temper copper	Yes	Yes				
63	All below ground sanitary waste & vent piping shall be schedule 40 PVC	Yes	Yes				
64	All above ground sanitary waste, vent & drain piping shall be epoxy coated cast iron.	Yes	Yes				
65	Provide and install all required heat tape and insulation on piping.	Yes	Yes				
66	Provide and install all underground storm drain piping, clean outs, area drains, & trench drains.	Yes	Yes				
67	Provide and install lift station with immersion heater, piping, heat tape, control panel, liquid level monitoring, & low voltage wiring.	Yes	Yes				
68	Provide and install elevator sump pump with immersion heater, piping, heat tape, cleanout and labeling.	Yes	Yes				
69	Provide and install sink, instantaneous water heater, heat tape, domestic water, condensate, waste & vent piping for police substation.	Yes	Yes				
70	Provide all bathroom fixtures, drains, trap primers, mop sinks, shut off valves, water, w&v piping, required insulation and heat tape, water heater, recirc pump, mixing valve, expansion tank, water hammer arrestors, hose bibs, drinking fountains, condensate piping and connections.	Yes	Yes				
71	All VTR's and sealing as required	Yes	Yes				
72	All condensate drain piping shall be copper type DWV.	Yes	Yes				
73	Provide and install condensate pump CP-1 for condensate in basement to ground level.	Yes	Yes				
74	Provide and install condensate pump CP-2 for police substation unit and pipe to sink tailpiece	Yes	Yes				
75	Caulking of fixtures as required	Yes	Yes				
76	Patchback as required for this scope of work	Yes	Yes				
77	Flush, test, certify and startup	Yes	Yes				
78	Include textura fees in your bid	Yes	Yes				
79	Provide and install fire line water piping from civil connection to 6" above finish floor at fire riser location	Yes	Yes				
80	Provide and install domestic water piping from civil connection	Yes	Yes				
81	Provide and install sanitary sewer piping from civil connection.	Yes	Yes				
82	Include backflow assemblies and pressure reducing valves	Yes	Yes				
83	Hangers, supports, anchors & sleeves	Yes	Yes				
84	Temporary Water/Sanitary to jobsite trailers	Yes	\$10,000				
85	Provide temporary hose bib connections at the garage	Yes	\$2,500				
86							
87							
88	End of Scope						
89	Bond/CDI Cost		\$0	\$0	\$0	\$0	\$0
90	Textura Cost		\$0	\$0	\$0	\$0	\$0
91	TOTAL WORK CATEGORY PACKAGE VALUE		\$684,603	\$0	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 23A - HVAC

WC Lead: Bob Alford

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		McCarthy	WD Manor	Yavapai Mechanical	Cool Air Solutions	Stay Cool Heating & AC
		Tyler Cordon	Sonny Nelson	Randy Garman	Gilbert Moreno	Garrett Puett
		(480) 203-7351	602-253-0703	928-776-0692	623-282-3523	928-900-5092
		tcordon@mccarthy.com	snelson@wdmanor.com	rgarman@ypeinc.com	service@coolairsolutionsaz.com	info@staycoolcaz.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$411,820	DECLINED	DECLINED	DECLINED	DECLINED
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
Scope of Work:	Yes / No					
Base Bid		\$411,820	\$0	\$0	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Yes			
30						
31	Front Ends					
32	Acknowledge the Construction Schedule	Yes	Yes			
33	Anticipated delivery dates	Yes	12 weeks			
34	Any Long Lead items	Yes	No			
35	Acknowledge the Logistics Plan	Yes	No			
36	Undefinable Damage Cost Included	Yes	No			
37	Attic Stock (if applicable)	Yes	Yes			
38						
39	Scope Items					
40	Provide base bid and alternate costs on the bid form and proposals. Base Bid to be start date of Jun 1, 2024 and Alt to be start date of Oct 1, 2024.	Yes	Yes			
41	McCarthy to provide an off-site parking location as the parking on-site is limited with any shuttling that may be needed.	Yes	Yes			
42	Include costs for just-in-time deliveries and limited storage/staging on-site.	Yes	Yes			
43	Acknowledges that this bid is for 100% complete and operational systems ready for use to match the intent of the incomplete GMP#2 documents. Includes coordination with all other trades to insure proper coverage of scope for complete and functional systems.	Yes	Yes			
44	Acknowledges this proposal scope checklist is only a partial scope checklist of work to be performed by this subcontractor and that all the requirements of the contract documents are included in this subcontractors bid.	Yes	Yes			
45	Include 2 year parts and labor warranty from substantial completion	Yes	Yes			
46	Hold bid pricing for 120 days	Yes	Yes			
47	Include all fire stopping and acoustical sealants for this scope of work	Yes	Yes			
48	Test and balance	Yes	Yes			
49	Construction filters and (2) extra sets of filters	Yes	Yes			
50	Equipment extended warranties to meet 2 year warranty from substantial completion requirement	Yes	Yes			
51	Include all receiving, rigging, setting, installing startup, commissioning, labor warranty, for all mechanical equipment	Yes	Yes			
52	Include all equipment startup and commissioning	Yes	Yes			
53	Include all owner training	Yes	Yes			
54	Provide, install and wire all thermostats	Yes	Yes			
55	Provide and install all required fire dampers	Yes	Yes			
56	Include Textura cost in your bid	Yes	Yes			
57	Provide and install all required balancing dampers	Yes	Yes			
58	Duct and insulation per schedule on M0.1	Yes	Yes			
59	All exhaust duct to be sealed to prevent water infiltration	Yes	Yes			
60	Provide, install, wire, startup, commission complete parking garage CO & NO ² gas detection system with visible and audible alarm to include all interlock wiring with exhaust fans	Yes	Yes			



Uptown Sedona Garage GMP

Work Category: 23A - HVAC

WC Lead: Bob Alford

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		McCarthy	WD Manor	Yavapai Mechanical	Cool Air Solutions	Stay Cool Heating & AC	
		Tyler Cordon	Sonny Nelson	Randy Garman	Gilbert Moreno	Garrett Puett	
		(480) 203-7351	602-253-0703	928-776-0692	623-282-3523	928-900-5092	
		tcordon@mccarthy.com	snelson@wdmanor.com	rgarman@ypeinc.com	service@coolairsolutionsaz.com	info@staycoolcaz.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$411,820	DECLINED	DECLINED	DECLINED	DECLINED
61	Provide, install, start, commission all exhaust fans	Yes	Yes				
62	Include flashing and sealing at roof penetrations	Yes	Yes				
63	Provide and install all electric unit heaters in bathrooms and janitor/storage rooms	Yes	Yes				
64	Provide and install ductless split in lower level IT room.	Yes	Yes				
65	Provide and install cassette style mini split for police substation	Yes	Yes				
66	Provide and install OSA louver and ductwork for IU-2	Yes	Yes				
67	Provide and install all exhaust registers	Yes	Yes				
68	Provide and install duct liner for all exhaust ductwork	Yes	Yes				
69	Provide and install all refrigerant piping, specialties, wiring from ODU to IDU's for mini splits	Yes	Yes				
70	Provide and install condensate traps (coordinate with plumbing)	Yes	Yes				
71	Provide and install OSA louver for elevator unit-breakout cost for this as it may not be required (\$1600)	Yes	Yes				
72	Provide and install all side discharge relief caps for exhaust ductwork on upper level	Yes	Yes				
73	Provide exhaust duct with rain caps as required	Yes	Yes				
74	Provide and install supply & return grill for elevator unit	Yes	Yes				
75							
76							
77							
78							
79	End of Scope						
80	Bond/CDI Cost		\$0	\$0	\$0	\$0	\$0
81	Textura Cost		\$0	\$0	\$0	\$0	\$0
82	TOTAL WORK CATEGORY PACKAGE VALUE		\$411,820	\$0	\$0	\$0	\$0

Plumbing		QTY	Unit	Unit Price	Total
General Plumbing					
	Insulation	150	LF	\$ 22.47	\$ 3,370.34
	Heat Trace	275	LF	\$ 164.25	\$ 45,168.75
	Fire Line - Below Grade (to 5' outside building)	60	LF	\$ 187.85	\$ 11,271.21
	Backflow Preventor	1	EA	\$ 6,647.87	\$ 6,647.87
	Equipment Rentals (Forklift, Scissor Lift, Excavator)	1	LS	\$ 16,502.86	\$ 16,502.86
	Shop/Lift Drawings	1	LS	\$ 20,847.57	\$ 20,847.57
	Supervision	1	LS	\$ 18,504.47	\$ 18,504.47
					\$ 122,313.08
Bathroom Plumbing					
0110	Domestic Hot Water Pipe	150	LF	\$ 72.23	\$ 10,834.50
0120	Domestic Water Pipe	365	LF	\$ 85.92	\$ 31,360.81
0130	Sanitary Waste and Vent Pipe - Above Grade	450	LF	\$ 117.29	\$ 52,782.69
0131	Sanitary Waste and Vent Pipe - Below Grade	20	LF	\$ 136.04	\$ 2,720.78
	Excavation	10	LF	\$ 116.37	\$ 1,163.71
0210	Backfill	10	LF	\$ 55.02	\$ 550.21
8395	Mop Sink	2	EA	\$ 2,346.34	\$ 4,692.69
8405	Lavs - Wall Hung	4	EA	\$ 3,781.46	\$ 15,125.85
8406	Urinal - Wall Mounted	4	EA	\$ 3,434.37	\$ 13,737.50
8407	Water Closets - Wall Mounted	4	EA	\$ 5,183.76	\$ 20,735.05
8408	Hot Water Heater - Electric 10 Gallon	1	EA	\$ 4,576.30	\$ 4,576.30
8409	Drinking Fountains	2	EA	\$ 2,832.16	\$ 5,664.32
9495	Hose Bibs	3	EA	\$ 686.50	\$ 2,059.49
9510	Trap Primer	2	EA	\$ 1,589.79	\$ 3,179.58
9515	Thermostatic Mixing Valve	1	EA	\$ 5,065.24	\$ 5,065.24
9540	Floor Drain	4	EA	\$ 449.87	\$ 1,799.50
					\$ 176,048.21
Garage Drainage					
0140	Storm Drain Pipe - Above Grade	320	LF	\$ 409.05	\$ 130,894.40
0141	Storm Drain Pipe - Below Grade	425	LF	\$ 149.87	\$ 63,696.49
	Excavation	425	LF	\$ 93.76	\$ 39,846.63
0210	Backfill	425	LF	\$ 46.14	\$ 19,607.40
9210	Area Drains	5	EA	\$ 2,216.70	\$ 11,083.49
9225	Trench Drains	44	LF	\$ 831.25	\$ 36,575.00
9505	Sump Pump - Elevator	1	EA	\$ 4,683.06	\$ 4,683.06
9505	Sump Pump - Lift Station	1	EA	\$ 41,196.76	\$ 41,196.76
	Sump Immersion Heaters	2	EA	\$ 2,983.50	\$ 5,967.00
	Sump Pump Piping	40	LF	\$ 70.76	\$ 2,830.38
					\$ 356,380.60
Police Station					
	Domestic Water Pipe	75	LF	\$ 75.65	\$ 5,673.75
	Sanitary Waste and Vent Pipe - Above Grade	80	LF	\$ 116.01	\$ 9,280.80
	Insta Hot	1	EA	\$ 425.08	\$ 425.08
	Sink	1	EA	\$ 1,981.18	\$ 1,981.18
					\$ 17,360.82
Plumbing Total					\$ 672,102.71

Heating, Ventilating, and Air Conditioning**General HVAC**

TAB	10	EA	\$ 915.50	\$ 9,155.02
Insulation	140	LF	\$ 55.44	\$ 7,761.51
0620 Commissioning - Not Required per GLA	0	LS	\$ -	\$ -
Equipment Rental (Scissor Lift, Duct Hoist)	1	LS	\$ 8,362.40	\$ 8,362.40
Shop/Lift Drawings	1	LS	\$ 11,074.21	\$ 11,074.21
Supervision	1	LS	\$ 11,202.68	\$ 11,202.68
				\$ 47,555.83

Bathroom HVAC

0150 HVAC Dryside Distribution - Ductwork	315	LBS	\$ 14.85	\$ 4,678.75
0210 Exhaust Fans - Bathroom	1	EA	\$ 4,490.37	\$ 4,490.37
0300 Electric Unit Heaters	6	EA	\$ 940.39	\$ 5,642.31
Grilles, Registers, Diffusers	4	EA	\$ 486.11	\$ 1,944.43
				\$ 16,755.87

Elevator, Elec and IDF Rooms HVAC

0110 Mini Split	1	EA	\$ 9,144.49	\$ 9,144.49
0120 Refrigerant Piping	50	LF	\$ 60.95	\$ 3,047.54
0130 Condensate Piping	20	LF	\$ 69.03	\$ 1,380.61
Rigging	1	LS	\$ 5,731.21	\$ 5,731.21
Packaged Unit	1	EA	\$ 13,047.96	\$ 13,047.96
Unit Heater	1	EA	\$ 913.38	\$ 913.38
HVAC Dryside Distribution - Ductwork	685	LBS	\$ 12.40	\$ 8,492.48
				\$ 41,757.66

Garage Exhaust

0150 HVAC Dryside Distribution - Ductwork	14450	LBS	\$ 8.72	\$ 126,004.00
0220 Exhaust Fans - Vehicle Emissions	6	EA	\$ 11,736.20	\$ 70,417.22
Gas Detection	1	LS	\$ 80,943.05	\$ 80,943.05
Grilles, Registers, Diffusers	15	EA	\$ 903.94	\$ 13,559.15
				\$ 290,923.43

Police Station

Mini Split	1	EA	\$ 8,436.44	\$ 8,436.44
Refrigerant Piping	75	LF	\$ 35.99	\$ 2,699.36
Condensate Piping	25	LF	\$ 54.80	\$ 1,369.93
Grilles, Registers, Diffusers	1	EA	\$ 810.18	\$ 810.18
HVAC Dryside Distribution - Ductwork	120	LBS	\$ 12.60	\$ 1,511.56
				\$ 14,827.47

HVAC Total**\$ 411,820.26****Grand Total \$ 1,083,922.97**



Uptown Sedona Parking Garage - GMP

Work Category: 26A - Electrical
WC Lead: Jacob DeChellis
Bid Date: January 30, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Berg (electric) + Pur (PV) + Gear	Pur Solar (PV)	Berg Electric (Electrical)	Sun Valley Solar	Allied Electric	
		See Next Column	Tommy Leu	Nicholas Ratiu	Chris La Motte	Main Office	
		See Next Column	(928) 788-0285	480-650-6206	(480) 689-5004	928-277-4604	
		See Next Column	tommyleu@pursolaraz.com	nickratiu@bergelectric.com	chris.lamotte@sunvalleysolar.com	info@callalliedelectric.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope	\$2,049,854	\$333,446	\$1,583,709	DECLINED	DECLINED
			Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes		Yes	Yes		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes		Yes	Yes		
3	Bid Bond Included with Bid	> \$500,000		No, Ok	Yes		
4	Surety Company	Name		NA	Federal Insurance		
5	Surety AM Best Rating (Must be A- or Better)	Yes		NA	A++		
6	Bond/CDI Cost	Yes	1.295%	1.295%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL		Yes	Yes		
9	GL Insurance Company Name	Name		Old Guard Insur.	Zurich American		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes		A	A+		
11	E&O Insurance (If Required by Front Ends)	Yes/No		No, Ok	Yes		
12	Pollution Insurance (If Required by Front Ends)	Yes/No		No, OK	No, Ok		
13	Tier 1 Approved	Yes		Approved w/Cond.	Approved w/Cond.		
14	Tier 2 Approved	Yes/No		Pending	Denied		
15	OSHA Recordable Incident Rate (Current)	Yes		10.79	0.63		
16	Includes Hoisting for Sub's Own Work Scope	Yes		Yes	Yes		
17	Acknowledges Soils Report	Yes/No		Yes	Yes		
18	Acknowledges Addenda	Yes		Yes	Yes		
19	Hold Bid for 120 Days	Yes		30 Days	120 Days		
20	Contingent on award of other Work Categories?	Yes/No		No	No, Ok		
21	Is trade partner a Certified DEI (DBE, WBE, MBE, etc.)?	Yes/No		No	No, Ok		
Scope of Work:							
BASE BID:			\$927,600	\$328,460	\$927,600		
25	Per Plans & Specifications:	Yes	Solar + Electrical	Solar Only	Electrical Only		
26	Spec Section	Yes	Yes		Yes		
27	Division 00 & 01 as applies	Yes	Yes		Yes		
28	Division(s) 02-33 as they apply to this scope of work.	Yes	Yes		Yes		
29	Division 26 complete.	Yes	Yes		Yes		
30							
31	Electrical Equipment Early Procurement Package by MCC	Yes	Yes		Yes		
32							
33	General Scope Items						
34	Communications Utility	Yes			Yes		
35	APS Utility	Yes	\$500,375		\$500,375		
36	APS (2) Pole relocation and (1) transformer relocation	Yes	Yes		Yes		
37	Electrical Distribution Equipment	Yes	\$132,716		Yes / Install only		
38	Feeders - Copper	Yes	Yes		Yes		
39	277V Inverter	Yes	Yes		Yes		
40	Branch Power	Yes	Yes		Yes		
41	Mechanical & Plumbing Power	Yes	Yes		Yes		
42	Lightning Protection - NIC	Yes	No, Ok		No, Ok		
43	S1 - Lithonia DSX0	Yes	Yes		Yes		
44	S2/S3 - Lithonia VCPG & Install	Yes	Yes		Yes		
45	S4 - C. W. Cole SL612W	Yes	Yes		Yes		
46	S5/S6 - Lithonia WDGE2	Yes	Yes		Yes		
47	S7 - APX13	Yes	Yes		Yes		
48	S8 - DMW2	Yes	Yes		Yes		
49	Decorative Fixtures	Yes	Excluded		Excluded		
50	Exit Signs	Yes	Yes		Yes		
51	Lighting Branch	Yes	Yes		Yes		
52	Lighting Controls	Yes	Yes		Yes		



Uptown Sedona Parking Garage - GMP

Work Category: 26A - Electrical
WC Lead: Jacob DeChellis
Bid Date: January 30, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Berg (electric) + Pur (PV) + Gear	Pur Solar (PV)	Berg Electric (Electrical)	Sun Valley Solar	Allied Electric	
		See Next Column	Tommy Leu	Nicholas Ratiu	Chris La Motte	Main Office	
		See Next Column	(928) 788-0285	480-650-6206	(480) 689-5004	928-277-4604	
		See Next Column	tommyl@pursolaraz.com	nickratiu@bergelectric.com	chris.lamotte@sunvalleysolar.com	info@callalliedelectric.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope	\$2,049,854	\$333,446	\$1,583,709	DECLINED	DECLINED
53	PV System	Yes	\$328,460		No, Ok		
54	EV Charging Infrastructure	Yes	Yes		Yes		
55	Fire Alarm System	Yes	Yes		Yes		
56	Fire Alarm Rough-In	Yes	Yes		Yes		
57	Grounding	Yes	Yes		Yes		
58	Access Control Rough-In	Yes	Yes		Yes		
59	Communication Rough-In	Yes	Yes		Yes		
60	Blue Phone - Power, raceway, and connections	Equip. w/ WC27A	Yes		Yes		
61	Parking Control - Power, raceway, and connections	Equip. W/ WC11A	\$29,500		\$29,500		
62	CO2 Detection System - Power, raceway, and connections	Equip. W/ WC22A	Yes		Yes		
63	Temporary Power	Yes	\$15,000		\$15,000		
Electrical:							
66	All surplus excavation shall be taken to a site designated by owner, at no additional cost to the owner. If owner chooses, the contractor may take possession of surplus excavation material. (ex: LS01 General Landscape Notes #11)	w/ WC31A	\$4,600	No, Ok	\$4,600		
67	Relocate existing power pole(s) and pole mounted transformer. Coordinate with utility owner. New poles to contain no guy wires and self standing. (ex: UT01 Utility Note #11)	Yes	Yes, Conduit only	No, Ok	Yes, Conduit only		
68	Existing power box and adjust to finished grade. Possibly need to rework power. (ex: UT01)	Yes	\$25,350	No, Ok	\$25,350		
69	120-volt dedicated service power supply in conduit for irrigation controller (3/4" min.). (ex: IR02 Detail #1)	Yes	Yes	No, Ok	Yes		
70	Provide means of disconnect, raceway, power, and connections for the mechanical schedule systems unless otherwise noted.	Yes	Yes	No, Ok	Yes		
71	Parking garage exhaust are powered by electrical contractor. (ex: M0.2 Exhaust Fan Schedule #6)	Yes	Yes	No, Ok	Yes		
72	All control wiring shall be installed in rigid metal conduit, EMT shall be used at locations exposed and visible to occupants and in I.T. room. Exposed control wiring is permitted above ceiling only when supported with approved hangers. Mechanical contractor to install the interconnect cable between the indoor and outdoor units. (ex M0.2 Ceiling Cassette Split System Schedule (Hyper Heat Pump) Note #6) Raceway by Electrical.	Yes	\$2,200	No, Ok	\$2,200		
73	Place conduit and j-box for gd-1 inside concrete column. There shall not be any exposed conduit or j-box. (typical). (ex: M1.1 Keyed Note #10)	Yes	\$1,800	No, Ok	\$1,800		
74	Provide means of disconnect, raceway, power(480V/3KW/1PH), and connections for the Immersion Heater. (ex. P0.2 Plumbing Fixture Schedule SP-1)	Yes	Yes	No, Ok	Yes		
75	Provide means of disconnect, raceway, power(480V/5KW/1PH), and connections for the Immersion Heater. (ex. P0.2 Lift Station Specification LS-1)	Yes	Yes	No, Ok	Yes		
76	Provide means of disconnect, raceway, power, and connections for the Lift Station 1. (ex. P0.2 Lift Station Specification LS-1)	Yes	Yes	No, Ok	Yes		
77	Provide means of disconnect, raceway, power, and connections for the Equipment Schedule Items. (ex. e0.1 Equipment Schedule)	Yes	\$2,200	No, Ok	\$2,200		
78	Provide heat tape and wiring on water pipes / waste pipes (ex: P1.4 Keyed Notes #19 & 20)	Yes	Yes	No, Ok	Yes		
79	Provide power, raceway, receptacles and connections for heat tape. (roughly 150 ft)	Yes	Yes	No, Ok	Yes		
80	Provide power / connections for all plumbing and fixtures as required. (ex: P0.2K)	Yes	\$1,500	No, Ok	\$1,500		
81	The installing contractor shall include in the scope of work to arrange and attend a meeting with owner's it representative, access controls installer, and data cabling installer to review proposed system designs, materials, software, rough-in, and hardware requirements prior to preparation of final shop drawings for owner's review and approval. (ex: e0.0 Contractor Coordination Requirements)	Yes	Yes	No, Ok	Yes		
82	Procurement of the motor starter for EF 1-3 & EF 4-6 is by Mechanical. Please complete all other scope for these. (ex: e0.1 Equipment Schedule Keyed Notes #1)	Yes	\$2,100	No, Ok	\$2,100		
83	Provide irrigation system power, raceway, and connections to new controller. (ex: e2.1)	Yes	\$1,200	No, Ok	\$1,200		
84	Provide disconnect switches, transformers as required, and final connections to equipment per owner.	Yes	\$1,350	No, Ok	\$1,350		
85	Provide code required means of disconnect for all power connections (as required).	Yes	\$1,225	No, Ok	\$1,225		
86	Provide and install rooftop receptacles within a 25' range of equipment.	Yes	Yes	No, Ok	Yes		
87	Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved. (ex: e0.2 262726 B.)	Yes	Yes	No, Ok	Yes		
88	Conceal conduit and emt, unless indicated otherwise (exception: electrical and mechanical rooms), within finished walls, ceilings, and floors. Keep raceways at least 6 inches away from flues, steam or hot water pipes. (ex: e0.2 260533 F.)	Yes	Yes	No, Ok	Yes		
89	Complete grounding in its entirety	Yes	Yes	No, Ok	Yes		
90	Utility service (telephone/cable) requirements with utility. Provide and install all necessary trenching conduits, junction boxes, and all else as required per utility specifications. (ex: e1.0 General Notes B.)	Yes	Yes	No, Ok	Yes		



Uptown Sedona Parking Garage - GMP

Work Category: 26A - Electrical
WC Lead: Jacob DeChellis
Bid Date: January 30, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Berg (electric) + Pur (PV) + Gear	Pur Solar (PV)	Berg Electric (Electrical)	Sun Valley Solar	Allied Electric	
		See Next Column	Tommy Leu	Nicholas Ratiu	Chris La Motte	Main Office	
		See Next Column	(928) 788-0285	480-650-6206	(480) 689-5004	928-277-4604	
		See Next Column	tommyl@pursolaraz.com	nickratiu@bergelectric.com	chris.lamotte@sunvalleysolar.com	info@callalliedelectric.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope	\$2,049,854	\$333,446	\$1,583,709	DECLINED	DECLINED
91	Coordinate with APS (see cover sheet for contact) and APS design for the rework / replacement of existing pole and guys wire. (ex: e1.0 APS Notes)	Yes	\$1,400	No, Ok	\$1,400		
92	Install rough-in for future EV Chargers (ex: e2.0)	Yes	Yes	No, Ok	Yes		
93	Controls: Install 3/4" conduit (unless noted otherwise) from hvac controls (f-stat or other*) to unit. Control wiring will be installed by others. Coordinate with mechanical contractor.* This includes other equipment or devices which are interlocked with the mechanical unit and indicated on the mechanical plans. coordinate raceway requirements with mechanical plans and the mechanical contractor. (ex: e2.0 General Notes E.)	Yes	See line 74	No, Ok	See line 74		
94	Provide and install Emergency Blue Phones including all connections, power, raceway and disconnects, including raceway for data connections. (ex: e2.1)	Yes	Yes	No, Ok	Yes		
95	Provide and install conduit for controls. (ex: e2.2 General Notes E.)	Yes	\$1,700	No, Ok	\$1,700		
96	Run conduit for lighting and power in slabs where applicable.	Yes	Yes	No, Ok	Yes		
97	Provide and install the 3/4" conduit found on the single line to the Owner's Network. (APPROX. 40 LF) (ex: e6.0)	Yes	Yes	No, Ok	Yes		
98	Housekeeping pads are by WC03B.	w/ WC03B	Yes	No, Ok	Yes		
99	Provide electrical penetration firestopping, putty pads, etc. as required. (ex: e8.0)	Yes	Yes	No, Ok	Yes		
100	Drill holes as required for all electrical scope.	Yes	\$900	No, Ok	\$900		
101	Provide restoration of any and all ratings for any penetrations.	Yes	Yes	No, Ok	Yes		
102	Provide light fixture supports per the manufactures direction.	Yes	Yes	No, Ok	Yes		
103	Coordinate all lighting locations and install lighting fixtures as required with cutting/drilling being included.	Yes	Yes	No, Ok	Yes		
104	Coordination with mechanical trade partner to align connections and locations of equipment.	Yes	Yes	No, Ok	Yes		
105	Coordination with plumbing trade partner to align connections and locations of equipment.	Yes	Yes	No, Ok	Yes		
106	Provide overcurrent protective device coordination study.	Yes	\$3,500	No, Ok	\$3,500		
107	Electrical conduit in concrete slabs: Electrical conduit shall be rigid steel conduit or flexible plastic conduit. Aluminum conduit is prohibited. Conduit with a maximum outside diameter of 1/6 times the slab thickness may be embedded in one layer at the mid-depth of slabs. Minimum clear distance between conduits shall be 3 times conduit diameter. Conduit shall be firmly chaired and tied to prevent displacement during pouring. Coordinate with concrete contractor. (ex: S002 Electrical Conduit in Concrete Slabs)	Yes	Yes	No, Ok	Yes		
108	Provide power, raceways, connections, and disconnects to the Doors and Frame as required, including any coordination required with the Door and Frame contractor. (ex: e8.0)	Yes	Yes	No, Ok	Yes		
109	Install in compliance with the electrical underground trenching detail. Provide excavation, backfill, encasement, removal of spoils, compaction, etc. as required for a complete underground electrical pathway. (ex: e8.0 Underground Duct bank)	Yes	\$1,500	No, Ok	\$1,500		
110	Coordinate with Elevator contractor to install per their requirements. Elevator notes and guidelines can be found on Sheet e5.0.	Yes	Yes	No, Ok	Yes		
111	Includes 2 year warranty.	Yes	Yes	No, Ok	Yes		
112	Provide power, disconnect, and raceway to the air compressor for the fire protection system located near the fire riser room. Assume 208V/30A circuit. Not shown in drawings. There will be two of these.	Yes	\$6,630	No, Ok	\$6,630		
113	Provide raceway for parking equipment (assume pay terminal at stairs on each level, entry terminals, exit terminals, and smart sign) as required, including raceway for data connections.	Yes	Yes / See line 62	No, Ok	Yes / See line 62		
Photo Voltaic:							
116	PV System Size - 292 Panels	Yes	119.72 kW	119.72 kW	No, Ok		
117	Solar panel mounting per S502 Detail #215 & S503 Detail #216.	Yes	Yes	Yes	No, Ok		
118	PV system complete and installed including power, connections, disconnects and raceway.	Yes	Yes	Yes	No, Ok		
119	PV Invertors complete and installed.	Yes	Yes	Yes	No, Ok		
120	Solar Support Structures complete and installed.	Yes	No, By others	No, By others	No, Ok		
121	Solar utility connection complete to SES.	Yes	\$8,400	Yes	\$8,400		
Fire Alarm:							
124	Fire Alarm System Complete per AHJ.	Yes	\$18,000		\$20,000		
125	Fire Alarm per Sheet e0.4.	Yes	No, built to code		No, built to code		
126	Fire Alarm System installed per NFPA 72 and meets state/local authorities	Yes	Yes		Yes		
127	Interface system with building fire and smoke alarm system.	Yes	Yes		Yes		



Uptown Sedona Parking Garage - GMP

Work Category: 26A - Electrical
WC Lead: Jacob DeChellis
Bid Date: January 30, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Berg (electric) + Pur (PV) + Gear	Pur Solar (PV)	Berg Electric (Electrical)	Sun Valley Solar	Allied Electric	
		See Next Column	Tommy Leu	Nicholas Ratiu	Chris La Motte	Main Office	
		See Next Column	(928) 788-0285	480-650-6206	(480) 689-5004	928-277-4604	
		See Next Column	tommyle@pursolaraz.com	nickratiu@bergelectric.com	chris.lamotte@sunvalleysolar.com	info@callaliedelectric.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope	\$2,049,854	\$333,446	\$1,583,709	DECLINED	DECLINED
128	Provide the complete DESIGN and installation of the Fire Alarm and Detection System as required per ALL applicable codes and standards, the Arizona State Fire Marshall, and the authority having jurisdiction (AHJ). The Design Build Fire Alarm subcontractor shall be responsible for preparing complete drawings and specifications for the submission to the AHJ to obtain approval and a permit for the Fire Alarm construction and installation. The Fire Alarm System shall be designed and installed per plans and specifications and includes, but is not limited to the following components:	Yes	Yes	Yes			
	a. Fire Alarm Control Panel (FACP)	Yes	Yes	Yes			
	b. Remote Fire Alarm Control Panels (FARP)	Yes	Yes	Yes			
	c. Fire Alarm Terminal Cabinets (FATC)	Yes	Yes	Yes			
	d. Fire Alarm Remote Annunciators (FARA)	Yes	Yes	Yes			
	e. Fire Alarm System Printer	Yes	Yes	Yes			
	f. Graphic Display Panel	Yes	Yes	Yes			
	g. Fire Fighters Control Panel	Yes	Yes	Yes			
	h. Manual Fire Alarm Pull Stations	Yes	Yes	Yes			
	i. Area/Space Heat Detectors including Beam Detectors	Yes	Yes	Yes			
	j. Duct Smoke Detectors	Yes	Yes	Yes			
	k. Area/Space Heat Detectors	Yes	Yes	Yes			
	l. Area/Space Audible/Visual Alarms	Yes	Yes	Yes			
	m. Voice Communication Systems (VCS)	Yes	Yes	Yes			
	n. Connections to Public Address or other audible speaker systems throughout the building for VCS override.	Yes	Yes	Yes			
	o. Elevator Override Selector System (EOS)	Yes	Yes	Yes			
	p. Fire Fighters Telephone System	Yes	Yes	Yes			
	q. Magnetic Door Hold opens and Electric door locking hardware	Yes	Yes	Yes			
	r. Damper limit switches and differential air pressure switches	Yes	Yes	Yes			
	s. Security System connections	Yes	Yes	Yes			
	t. Clean agent fire protection system connections and monitoring	Yes	Yes	Yes			
	u. Fire Door and connections	Yes	Yes	Yes			
	v. Emergency generator connections	Yes	Yes	Yes			
	w. Fuel oil system connections	Yes	Yes	Yes			
	x. Emergency radio (DAS) monitoring and connections	Yes	Yes	Yes			
	y. Applicable HVAC equipment monitoring and connections as related to smoke control systems	Yes	Yes	Yes			
	z. Any and all connections for Fire Protection Systems Flow and Tamper Switches	Yes	Yes	Yes			
	aa. Connections to the fire pumps	Yes	Yes	Yes			
	bb. Connections to the temperature monitoring of the fire pump room.	Yes	Yes	Yes			
	cc. Connections to refrigerant monitoring system	Yes	Yes	Yes			
	dd. Connections to PIV	Yes	Yes	Yes			
	ee. Fire Alarm Control Modules for HVAC fan shutdown	Yes	Yes	Yes			
	ff. Fire Smoke Damper (FSD) and/or Smoke Damper (SD) monitoring and control.	Yes	Yes	Yes			
	gg. FACP dial out telephone lines	Yes	Yes	Yes			
	hh. Fire Alarm offsite monitoring	Yes	Yes	Yes			
			Yes	Yes			
164	Devices required to interface with other systems for complete Fire Alarm and Detection System operation as required by applicable codes, Arizona State Fire Marshall, and/or AHJ including, but not limited to the following:	Yes	Yes	Yes			
	a. Power monitoring provisions required for Smoke Control System.	Yes	Yes	Yes			
	b. Coordinate with the MECHANICAL SUBCONTRACTOR selection of FSD and SD Actuators (provided by the MECHANICAL SUBCONTRACTOR)	Yes	Yes	Yes			
	c. Furnish duct smoke detectors and turn over to mechanical contractor for installation. Wiring and tie into the fire alarm system is by this subcontractor	Yes	Yes	Yes			
	d. Coordinate with the elevator subcontractor to provide any required fire alarm speakers and firefighter's telephone jacks for the elevator cabs and notification wiring to the elevator controller to indicate activation of smoke and heat detection sensors. Coordinate with elevator subcontractor to provide modules and wiring for elevator shunt trip breaker activation.	Yes	Yes	Yes			
	e. Furnish and install 2-hour rated cable for areas outside of 2-hour rated walls and/or shafts.	Yes	Yes	Yes			
	f. All fire alarm testing shall occur on overtime at no additional cost to McCarthy	Yes	Yes	Yes			



Uptown Sedona Parking Garage - GMP

Work Category: 26A - Electrical

WC Lead: Jacob DeChellis

Bid Date: January 30, 2024

Uptown Sedona Parking Garage - GMP Description of Scope		Berg (electric) + Pur (PV) + Gear	Pur Solar (PV)	Berg Electric (Electrical)	Sun Valley Solar	Allied Electric	
		See Next Column	Tommy Leu	Nicholas Ratiu	Chris La Motte	Main Office	
		See Next Column	(928) 788-0285	480-650-6206	(480) 689-5004	928-277-4604	
		See Next Column	tommyle@pursolaraz.com	nickratiu@bergelectric.com	chris.lamotte@sunvalleysolar.com	info@callaliedelectric.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope	\$2,049,854	\$333,446	\$1,583,709	DECLINED	DECLINED
172	End of Scope (Add New Rows Above This Line)						
173	Bond/CDI Cost	\$26,149	\$4,254	\$20,202	\$0	\$0	
174	Textura Cost	\$4,500	\$732	\$3,477	\$0	\$0	
175	TOTAL WORK CATEGORY PACKAGE VALUE		\$2,049,854	\$333,446	\$1,583,709	\$0	\$0



Uptown Sedona Parking Garage - GMP

Work Category: Electrical Gear Purchase

WC Lead: Jacob DeChellis

Bid Date: January 30, 2024

COMPANY INFORMATION		ABB				
		Main Electric				
		Grant Braverman				
		grant.braverman@mainelectricsupply.com				
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$138,716			
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes			
3	Bid Bond Included with Bid	> \$250,000	No,Ok			
4	Surety Company	Yes	Market Insurance			
5	Surety AM Best Rating (Must be A- or Better)	Yes	A			
6	Bond/CDI Cost	Yes	0.000%			
7	Insurance Requirements Per Matrix	\$1M CGL	Yes			
8	GL Insurance Company Name	Yes	Travelers Property			
9	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A++			
10	E&O Insurance (If Required by Section 34 of the Front Ends)	Yes	No,Ok			
11	Pollution Insurance (If Required by Section 34 of the Front Ends)	Yes	No,Ok			
12	Tier 1 Approved	Yes	Approved			
13	Tier 2 Approved	No	TBD			
14	OSHA Recordable Incident Rate (Current)	Yes	No,Ok Vendor			
15	Includes Hoisting for Sub's Own Work Scope	Yes	No,Ok			
16	Acknowledges Soils Report	No	No,Ok			
17	Acknowledges Addenda 1-3	Yes	No,Ok			
18	Hold Bid for 120 Days	Yes	Yes			
Scope of Work:						
BASE BID:						
			\$84,105			
2	Per Plans & Specifications	Yes	Yes			
3	EXPEDITE FEE - to meet Mar 2025 date	Yes	\$42,000			
4	1200A SES, 800A Distribution Panel L1	Yes	Yes			
5	1 - 225 KVA transformer(s)	Yes	Yes			
6	1 - 200A 208V panel(s), 1 - 200A 480V panel(s)	Yes	Yes			
7	Per Applied Engineers Standard specifications.	Yes	Yes			
8	Includes SPDs, TVSS, & meters.	Yes	Yes			
9	Disconnects will be by EC.	Yes	Yes			
10	Aluminum windings for transformers. 150 degree rise C. Factory testing. Includes system bonding jumper.	Yes	Yes			
11	Includes NEMA ratings for enclosures per location type and drawings.	Yes	Yes			
12	Switchboard bussing to be plated copper. Use 75 degree C lugs. Minimum 65k AIC rating or per short circuit calcs.	Yes	Yes			
13	SES per APS Standards. SES requires NEMA 3R	Yes	Yes			
14	Copper bus for panelboards. Door in door trim. AIC ratings per drawings.	Yes	Yes			
15	Warranty - 2 years	Yes	Yes			
16	Electrical Studies, Startup, and acceptance testing.	Yes	Yes			
17	Upsize breakers, add Breakers, and engineer comments.	Yes	Yes			
18	Add low voltage panel with full breakers	Yes	Yes			
19	Elevator disconnect	Yes	Yes			
20	Submittals	Yes	Yes			
21	Vendor Administration = 105 hrs@ \$79.09 Per hour	Yes	\$8,323			
22	Off-Load/Inspect = 40 hrs @ \$108.54 Per hour	Yes	\$4,288			
23	End of Scope					
24	Bond/CDI Cost		\$0	\$0	\$0	\$0
25	TOTAL WORK CATEGORY PACKAGE VALUE		\$138,716	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 27A - Special Systems

WC Lead: Jacob DeChellis

Bid Date: January 26, 2024

Uptown Sedona Garage GMP Description of Scope		Kane / Cable Solutions	Aspen Technologies	Wired-Up Systems	Climatec	D.H. Pace Company, Inc.	
		Beth Rimmelsberger	Barbie Koskovich	Jeff Summers	Mustafa Sulemanjee	Estimating Dept	
		714-791-1412	480-315-1700	928-634-2364	602-214-0102	816-480-2600	
		Beth.Rimmelsberger@kane.com	bkoskovich@aspen-techaz.net	jeff@wired-upsystems.com	mustafas@climatec.com	estimating@dpace.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$43,707	\$58,078	DECLINED	DECLINED	DECLINED
			Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes			
3	Bid Bond Included with Bid	> \$500,000	No, Ok	No, Ok			
4	Surety Company	Name	United States Fire	Surety Placement			
5	Surety AM Best Rating (Must be A- or Better)	Yes	A	NA			
6	Bond/CDI Cost	Yes	3.000%	3.000%			
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%			
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes			
9	GL Insurance Company Name	Name	Amerisure Insur.	Farm Bureau			
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A	A			
11	E&O Insurance (If Required by the Front Ends)	Yes/No	No, Ok	No, Ok			
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	No, Ok	No, Ok			
13	Tier 1 Approved	Yes	Approved	Submitted			
14	Tier 2 Approved	Yes/No	Approved	TBD			
15	OSHA Recordable Incident Rate (Current)	Yes	0.75	4.50			
16	Includes Hoisting for Sub's Own Work Scope	Yes	Yes	Yes			
17	Acknowledges Soils Report	Yes/No	Yes	Yes			
18	Acknowledges Addenda	Yes/No	Yes	Yes			
19	Hold Bid for 120 Days	Yes	Yes	Yes			
20	Contingent on award of other Work Categories?	Yes/No	No, Ok	No, Ok			
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No, Ok	No, Ok			
Scope of Work:		Yes / No					
Base Bid			\$35,341	\$49,263	Not Bidding	Not Bidding	Not Bidding
22							
23	Per Plans & Specifications:	Yes	Yes	Yes			
24	Division 00 & 01 as applies	Yes	Yes	Yes			
25	Division(s) 02-33 as they apply to this scope of work.	Yes	Yes	Yes			
26	Division 27 complete.	Yes	Yes	Yes			
27	Spec Section Spec Section 50% CD	Yes	Yes	Yes			
28							
29	Front Ends						
30	Acknowledge the Construction Schedule	Yes	Yes	Yes			
31	Anticipated delivery dates	Yes	Yes	Yes			
32	Any Long Lead items	Yes	No, Ok	No, Ok			
33	Acknowledge the Logistics Plan	Yes	Yes	Yes			
34	Undefinable Damage Cost Included	Yes	Yes	Yes			
35							
36	Scope Items						
37	Per Plans & Specifications	Yes	\$1,800	\$1,800			
38	Provide data and connections to smartboards, computers, phones, Parking equipment, etc.	Yes	Yes	Yes			
39	Complete Cat 6 Cabling System - 2 cables per drop (structured cabling)	Yes	Yes	Yes			
40	(1) IDF Buildout - 3 Racks - Ladder rack complete	Yes	Yes	Yes			
41	Patch Cords	Yes	Yes	Yes			



Uptown Sedona Garage GMP

Work Category: 27A - Special Systems

WC Lead: Jacob DeChellis

Bid Date: January 26, 2024

Uptown Sedona Garage GMP Description of Scope		Kane / Cable Solutions	Aspen Technologies	Wired-Up Systems	Climatec	D.H. Pace Company, Inc.	
		Beth Rimmelsberger	Barbie Koskovich	Jeff Summers	Mustafa Sulemanjee	Estimating Dept	
		714-791-1412	480-315-1700	928-634-2364	602-214-0102	816-480-2600	
		Beth.Rimmelsberger@kane.com	bkoskovich@aspentechaz.net	jeff@wired-upsystems.com	mustafas@climatec.com	estimating@dhpac.com	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$43,707	\$58,078	DECLINED	DECLINED	DECLINED
42	Fire Alarm Fiber	Yes	\$1,200	\$1,200			
43	Travel	Yes	Yes	Yes			
44	Blue Phone - Case Emergency System	Yes	Yes	Yes			
45	Provide and install TGB and grounding complete.	Yes	Yes	Yes			
46	Includes Firestopping as required	Yes	Yes	Yes			
47	Raceway and sleeves by Div 26.	w/ WC26A	w/WC26A	w/WC26A			
48	All cables will be in conduit.	Yes	Yes	Yes			
49	Wall plates, labels, terminations, jacks, cable certification, and cable labels for each location.	Yes	Yes	Yes			
50	Warranty of the entire Cat6 Cable System.	Yes	Yes	Yes			
51	Project Management and project supervision.	Yes	Yes	Yes			
52	Attend daily safety meetings.	Yes	Yes	Yes			
53	Cat 6 cable testing with Fluke DTX 1800 Level IV (or equal).	Yes	Yes	Yes			
54	Project Documentation as required. Including submittals, shop drawings, IT coordination, Test results, As-Built documents, Training, etc.	Yes	Yes	Yes			
55	Fiber, SC Connectors, LIU, and other required components to be installed as a complete system. ODTR testing is not required, but the fiber reel must be light strength tested prior to acceptance.	Yes	Yes	Yes			
56	ANSI/EIA/TIA 568-B or similar standards for terminations.	Yes	Yes	Yes			
57	Parking Equipment System - assuming pay terminal at stairs on each level, entry terminals, exit terminals, and smart sign	Yes	\$3,000	\$3,000			
	MISC:						
60	Install data drops and connections not shown in the plans or specs to cover the following items: Elevators, Fire alarm, BMS, Security, etc.	Yes	\$1,000	\$1,000			
62	End of Scope						
63	Bond/CDI Cost		\$1,270	\$1,688	\$0	\$0	\$0
64	Textura Cost		\$96	\$127	\$0	\$0	\$0
65	TOTAL WORK CATEGORY PACKAGE VALUE		\$43,707	\$58,078	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 31A - Earthwork

WC Lead: A. Freitag

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Fann Contracting	Adams Contracting	WW Clyde	Buesing	Mountain High
		Brian Fuller	Ashley Hemdon	Win Wright	Ashley Camillucci	Joseph Dutson
		(928) 830-7677	(623) 512-6774	(928) 965-4905	(602) 845-3140	(928) 308-0523
		bfuller@fanncontracting.com	usablasing@aol.com	wwright@wwclyde.net	acamillucci@buesingcorp.com	josephdutson@yahoo.com
TOTAL WORK CATEGORY PACKAGE VALUE	Required Scope?	\$531,040	DECLINED	DECLINED	DECLINED	DECLINED
		Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Included			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Included			
3	Bid Bond Included with Bid	> \$500,000	Included			
4	Surety Company	Name	Liberty Mutual			
5	Surety AM Best Rating (Must be A- or Better)	Yes	A			
6	Bond/CDI Cost	Yes	1.295%			
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%			
8	Insurance Requirements Per Matrix	\$5M GL	Included			
9	GL Insurance Company Name	Name	Phoenix			
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A++			
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A			
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A			
13	Tier 1 Approved	Yes	Submitted			
14	Tier 2 Approved	Yes/No	N/A			
15	OSHA Recordable Incident Rate (Current)	Yes	4.06			
16	Includes Hoisting for Sub's Own Work Scope	Yes	Included			
17	Acknowledges Soils Report	Yes/No	Included			
18	Acknowledges Addenda	Yes/No	Included			
19	Hold Bid for 120 Days	Yes	Included			
20	Contingent on award of other Work Categories?	Yes/No	32C/33A			
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No			
Scope of Work:		Yes / No				
Base Bid			\$0	\$0	\$0	\$0
22						
23	Backfill around walls	Yes	\$510,000			
24	Backfill of 1/2 level concrete wall in center	Yes	Included			
25						
26	SWPPP costs (including Permits)	Yes	\$13,100			
27						
28						
29						
30						
31	End of Scope					
32	Bond/CDI Cost		\$6,774	\$0	\$0	\$0
33	Textura Cost		\$1,166	\$0	\$0	\$0
34	TOTAL WORK CATEGORY PACKAGE VALUE		\$531,040	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: WC 32A - Fencing & Gates

WC Lead: Brent Rauch

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Adams Fence	Diamond Iron LLC	American Fence Company	ALAMO FENCE CO	Yavapai Fence
		Kevin Grinde	Christopher Blauvelt	Cassie Wogoman	Joaquin Tapia	Brian Kerr
		928-310-7880	602-695-3044	602-734-2821	928-526-2602	928-634-4950
		kevin@adamsfence.net	chris@diamondiron.com	cassie.wogoman@americanfence.com	salesmgr@alamofencecoaz.com	brian@yavapafence.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$18,710	\$22,041	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	No		
3	Bid Bond Included with Bid	> \$500,000	N/A	Yes		
4	Surety Company	Name	Yes	Yes		
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
6	Bond/CDI Cost	Yes	1.500%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes		
9	GL Insurance Company Name	Name	Yes	Yes		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
13	Tier 1 Approved	Yes	Yes	Yes		
14	Tier 2 Approved	Yes/No	No	No		
15	OSHA Recordable Incident Rate (Current)	Yes	Yes	Yes		
16	Includes Hoisting for Sub's Own Work Scope	Yes	N/A	N/A		
17	Acknowledges Soils Report	Yes/No	N/A	N/A		
18	Acknowledges Addenda	Yes/No	Yes	Yes		
19	Hold Bid for 120 Days	Yes	Yes	No, 30 days		
20	Contingent on award of other Work Categories?	Yes/No	No	No		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No		
Scope of Work:		Yes / No				
Base Bid			\$0	\$19,711	\$0	\$0
22						
23	Per Plans & Specifications:	Yes	Yes	Yes		
30						
31	Front Ends	Yes	Yes	Yes		
38						
39	Scope Items					
40	Wire Mesh Fencing & Gates over steel tube framing	Yes	\$10,700	Yes		
41	Chain Link fence around Electrical Service Units	Yes	\$2,500	Yes		
42	13' x 7' Double Swing, wire mesh, lockable	Yes	\$4,200	Yes		
43	6' x 7' Galv Steel, Swing gate w/ wire mesh (004)	Yes	\$2,000	\$2,000		
44	Gate Hardware / Anchoring Hardware	Yes	Yes	Yes		
45	Textura Cost	Yes	Yes	Yes		
46	Exclude Tax	Yes	-\$1,007	N/A		
47						
48						
49	End of Scope					
50	Bond/CDI Cost		\$276	\$281	\$0	\$0
51	Textura Cost		\$41	\$48	\$0	\$0
52	TOTAL WORK CATEGORY PACKAGE VALUE		\$18,710	\$22,041	\$0	\$0



Uptown Sedona Garage GMP

Work Category:

WC 32B - Landscape & Irrigation

WC Lead:

Brent Rauch

Bid Date:

January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Morning Dew Landscaping	Warners Nursery	Arborists Standards Tree Care	Lopez Landscaping	DLN Landscaping	
		Chris Lloyd	Dan Andersen	Joshua Favrow	Tony Lopez	David Dobash	
		(928)779-3125	928-774-5911 ext. 26	928-592-3477	602-721-1697	602-320-4441	
		mekale@morningdewlandscaping.com	dandersen@warnerscompanies.com	arboriststandards@gmail.com	tony@lopezlanddesign.com	dinland@cox.net	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$266,691	\$285,952	DECLINED	DECLINED	DECLINED
			Recommended				
MCCARTHY SUBCONTRACT & FRONT END TERMS							
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Yes	Yes			
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Yes	Yes			
3	Bid Bond Included with Bid	> \$500,000	No, ok	No, ok			
4	Surety Company	Name	Yes	Yes			
5	Surety AM Best Rating (Must be A- or Better)	Yes	Yes	Yes			
6	Bond/CDI Cost	Yes	1.295%	1.295%			
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%			
8	Insurance Requirements Per Matrix	\$5M GL	Yes	Yes			
9	GL Insurance Company Name	Name	Yes	Yes			
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	Yes	Yes			
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A			
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A			
13	Tier 1 Approved	Yes	Submitted	Pending			
14	Tier 2 Approved	Yes/No	No, ok	No, ok			
15	OSHA Recordable Incident Rate (Current)	Yes	Yes	Yes			
16	Includes Hoisting for Sub's Own Work Scope	Yes	N/A	N/A			
17	Acknowledges Soils Report	Yes/No	N/A	N/A			
18	Acknowledges Addenda	Yes/No	Yes	Yes			
19	Hold Bid for 120 Days	Yes	Yes	Yes			
20	Contingent on award of other Work Categories?	Yes/No	No	No			
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No	No			
Scope of Work:		Yes / No					
Base Bid			\$0	\$0	\$0	\$0	\$0
22							
23	Per Plans & Specifications:	Yes	Yes	Yes			
30							
38							
39	Scope Items						
40	Tree Removal (2 trees)	Yes	\$1,205	No			
41	Existing Tree Protection or Replacement (N/W sides)	\$20,000	\$20,000	\$20,000			
42	Temporary Irrigation for existing trees	\$5,000	\$5,000	\$5,000			
43	Rock Mulch 1"-3", color TBD	14,178 sf	\$43,665	\$73,461			
44	Plant Material	Yes	\$49,435	\$44,873			
45	Gabion Walls (245 LF)	4146 CF	\$78,244	\$78,244			
46	Irrigation controller mount	Yes	Yes	Yes			
47	Irrigation System	Yes	\$41,980	\$35,497			
48	Drainage Note 13 (Install Rip Rap Drainage Swale)	95 sf	\$1,033	\$2,460			
49	Pre-emergent weed treatment	Yes	Yes	Yes			
50	Maintenance Period (2 years)	Yes	\$8,142	\$8,142			
51	Textura Cost	Yes	Yes	Yes			
52	Offsite rock sourcing for Gabion Walls / Backfill / Footings	Yes	\$14,000	\$14,000			
53							
54							



Uptown Sedona Garage GMP

Work Category: WC 32B - Landscape & Irrigation

WC Lead: Brent Rauch

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Morning Dew Landscaping	Warners Nursery	Arborists Standards Tree Care	Lopez Landscaping	DLN Landscaping	
		Chris Lloyd	Dan Andersen	Joshua Favrow	Tony Lopez	David Dobash	
		(928)779-3125	928-774-5911 ext. 26	928-592-3477	602-721-1697	602-320-4441	
		mekale@morningdewlandscaping.com	dandersen@warnersnursery.com	arboriststandards@gn.com	tony@lopezlandscaping.com	dinland@cox.net	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$266,691	\$285,952	DECLINED	DECLINED	DECLINED
55	End of Scope						
56	Bond/CDI Cost		\$3,402	\$3,648	\$0	\$0	\$0
57	Textura Cost		\$585	\$628	\$0	\$0	\$0
58	TOTAL WORK CATEGORY PACKAGE VALUE		\$266,691	\$285,952	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 32C - Paving, Striping, & Site Concrete
WC Lead: A. Freitag
Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Fann/Falcon	Cactus/Falcon	LB Contracting LLC	Specialty Paving and Grading	Summit Construction Company
		Brian Fuller	Jeffrey Price	Larry Bryant	Jessica Kaneaster	Michael Herlthy
		(928) 830-7677	(480) 298-3040	928-277-1634	928-777-8411	601-278-0492
		bfuller@fanncontracting.com	jprice@cactusasphalt.com	lbryant@lbcontractingqaz.com	office@specialtypaving.net	michael@summitcc.biz
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$195,335	\$213,939	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Included	Requested		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Included	Requested		
3	Bid Bond Included with Bid	> \$500,000	Included	Requested		
4	Surety Company	Name	Liburty Mutual	The Ohio Casualty		
5	Surety AM Best Rating (Must be A- or Better)	Yes	A	A		
6	Bond/CDI Cost	Yes	1.295%	1.500%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.22%		
8	Insurance Requirements Per Matrix	\$5M GL	Included	Included		
9	GL Insurance Company Name	Name	Phoenix	Amerisure		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A++	A		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	Approved		
13	Tier 1 Approved	Yes	Submitted	Approved w/Cond.		
14	Tier 2 Approved	Yes/No	N/A	N/A		
15	OSHA Recordable Incident Rate (Current)	Yes	4.06	0.00		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Included	Included		
17	Acknowledges Soils Report	Yes/No	Included	Included		
18	Acknowledges Addenda	Yes/No	Included	Included		
19	Hold Bid for 120 Days	Yes	No, 30 days	Requested		
20	Contingent on award of other Work Categories?	Yes/No	Yes	N/A		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	N/A	N/A		
Scope of Work:		Yes / No				
Base Bid			\$164,500	\$69,900	\$0	\$0
22						
Per Plans & Specifications:						
24	Division 00 & 01 as applies		Included	Included		
25	Section 03 10 00 Concrete Forming		Included	Excluded		
26	Section 03 20 00 Concrete Reinforcements		Included	Excluded		
27	Section 03 30 00 Cast-in-place Concrete		Included	Excluded		
28						
29						
30						
Front Ends						
32	Acknowledge the Construction Schedule		Included	Included		
33	Anticipated delivery dates		Included	Included		
34	Any Long Lead items		N/A	N/A		
35	Acknowledge the Logistics Plan		Included	Included		
36	Undefinable Damage Cost Included		N/A	N/A		
37	Attick Stock (if applicable)		N/A	N/A		
38						
Scope Items						
40	AC Paving at Garage Entry and Exit points		Included	Included		
41	Base aggregate at AC Paving		Included	Included		



Uptown Sedona Garage GMP

Work Category: 32C - Paving, Striping, & Site Concrete

WC Lead: A. Freitag

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Fann/Falcon	Cactus/Falcon	LB Contracting LLC	Specialty Paving and Grading	Summit Construction Company	
		Brian Fuller	Jeffrey Price	Larry Bryant	Jessica Kaneaster	Michael Herlihy	
		(928) 830-7677	(480) 298-3040	928-277-1634	928-777-8411	601-278-0492	
		bfuller@fanncontracting.com	jprice@cactusasphalt.com	lbryant@lbcontractingqaz.com	office@specialtypaving.net	michael@summitcc.biz	
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$195,335	\$213,939	DECLINED	DECLINED	DECLINED
42	Touch up work on Forest Road		\$5,000	\$7,500			
43	Painting of Directional Arrows at Entry/Exit Points		\$5,000	Included			
44							
45	Sidewalk outside of Garage		Included	\$60,000			
46	Curb & gutter outside of garage		Included	\$30,000			
47	ADA Ramps		Included	\$25,000			
48	Colored Concrete for Garage Entrance		\$5,000	\$5,000			
49	CIP Seat Walls		w/03A	w/03A			
50	Sidewalk inside parking garage		w/03A	w/03A			
51	Entry pads/islands		w/03A	w/03A			
52							
53	Striping Inside Garage - (Falcon)		\$12,915	\$12,915			
54	Stalls		Included	Included			
55	Hatch		Included	Included			
56	ADA Symbols and Signs		Included	Included			
57	EV Parking		Included	Included			
58	Arrows		Included	Included			
59							
60	End of Scope						
61	Bond/CDI Cost		\$2,492	\$3,155	\$0	\$0	\$0
62	Textura Cost		\$429	\$470	\$0	\$0	\$0
63	TOTAL WORK CATEGORY PACKAGE VALUE		\$195,335	\$213,939	\$0	\$0	\$0



Uptown Sedona Garage GMP

Work Category: 33A - Site Utilities
WC Lead: A. Freitag
Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope		Local Underground	Fann	Summit Construction Co	W.W. Clyde & Co.	Tiffany Construction
		Steven Price	Brian Fuller	Michael Herlihy	Win Wright	Tiffany
		(480) 604-7046	(928) 830-7677	601-278-0492	928-965-4905	N/A
		sprice@localundergroundaz.com	bfuller@fanncontracting.com	michael@summitcc.biz	wright@wwclyde.net	estimating@tiffanycost.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$923,716	\$1,087,236	DECLINED	DECLINED
			Recommended			
MCCARTHY SUBCONTRACT & FRONT END TERMS						
1	Compliant with McCarthy Front Ends (N/A if Hard Bid)	Yes	Included	Included		
2	Bid Submitted on McCarthy Bid Form (N/A if Hard Bid)	Yes	Included	Included		
3	Bid Bond Included with Bid	> \$500,000	Included	Included		
4	Surety Company	Name	Employers Mutual	Liberty Mutual		
5	Surety AM Best Rating (Must be A- or Better)	Yes	A	A		
6	Bond/CDI Cost	Yes	1.295%	1.295%		
7	Textura Cost: 0.22% cost to \$5,000 Maximum	Yes	0.220%	0.220%		
8	Insurance Requirements Per Matrix	\$5M GL	Included	Included		
9	GL Insurance Company Name	Name	United Specialty	Phoenix		
10	GL Insurance Carrier AM Best Rating (Must be A- or Better)	Yes	A	A++		
11	E&O Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
12	Pollution Insurance (If Required by the Front Ends)	Yes/No	N/A	N/A		
13	Tier 1 Approved	Yes	Approved	Submitted		
14	Tier 2 Approved	Yes/No	N/A	N/A		
15	OSHA Recordable Incident Rate (Current)	Yes	1.40	4.06		
16	Includes Hoisting for Sub's Own Work Scope	Yes	Included	Included		
17	Acknowledges Soils Report	Yes/No	Included	Included		
18	Acknowledges Addenda	Yes/No	Included	Included		
19	Hold Bid for 120 Days	Yes	Included	No, 30 days		
20	Contingent on award of other Work Categories?	Yes/No	N/A	Yes		
21	Diversity Certification (SBE/WBE/MBE/VBE/etc.)	Yes/No	No, OK	No, OK		
Scope of Work:		Yes / No				
Base Bid			\$792,155	\$660,480	\$0	\$0
22						
23	Per Plans & Specifications:	Yes				
30						
31	Front Ends					
32	Acknowledge the Construction Schedule	Yes	Included	Included		
33	Anticipated delivery dates	Yes	Included	Included		
34	Any Long Lead items	Yes	N/A	N/A		
35	Acknowledge the Logistics Plan	Yes	Included	Included		
36	Undefinable Damage Cost Included	Yes	N/A	N/A		
37	Attick Stock (if applicable)	Yes	N/A	N/A		
38						
39	Scope Items					
40	24" HDPE Storm drain pipe w/flared end	Yes	Included	Included		
41	Nyloplast manholes with grate inlet	1ea	Included	Included		
42	Nyloplast manhole with solid cover	4ea	Included	Included		
43	6" HDPE Storm drain line	Yes	Included	Included		
44	Sand oil separator	1ea	\$25,000	\$25,000		
45	12" HDPE Storm drain	Yes	Included	Included		
46	84" HDPE Storm drain	Yes	Contech Storm	Included		
47	Nyloplast manhole with weir structure	1ea	Included	Included		



Uptown Sedona Garage GMP

Work Category: 33A - Site Utilities

WC Lead: A. Freitag

Bid Date: January 24, 2024

Uptown Sedona Garage GMP Description of Scope			Local Underground	Fann	Summit Construction Co	W.W. Clyde & Co.	Tiffany Construction
			Steven Price	Brian Fuller	Michael Herlihy	Win Wright	Tiffany
			(480) 604-7046	(928) 830-7677	601-278-0492	928-965-4905	N/A
			sprice@localundergroundaz.com	bfuller@fanncontracting.com	michael@summitcc.biz	wright@wwclyde.net	estimating@tiffanycnst.com
TOTAL WORK CATEGORY PACKAGE VALUE		Required Scope?	\$923,716	\$1,087,236	DECLINED	DECLINED	DECLINED
48	18" HDPE Storm Drain	Yes	Included	Included			
49	Furnish and install drainage riprap	Yes	Included	Included			
50	Install manhole riser with lift gate	1ea	Included	Included			
51							
52	Connect to snaitary sewer per plumbing plans	Yes	Included	Included			
53	6" Valve box and cover	Yes	Included	Included			
54	6" Class 350 DIP Fire line	Yes	Included	Included			
55	1" Water service connection with Meter and box - Up to 2" to match plumbing	Yes	Included	Included			
56	Connection to water service	Yes	Included	Included			
57	Relocation of existing Fire Hydrant	Yes	Included	Included			
58	Irrigation Service	Yes	\$12,000	\$12,000			
59	Sidewalk Scupper	1ea	Included	Included			
60	Utility Mapping Costs	Yes	\$36,750	\$36,750			
61	Hard Dig for Utility Work	Yes	\$44,000	\$44,000			
62	Electrical Trenching	Yes	Included	\$160,000			
63	Hard dig for communication lines	Yes	Included	\$132,750			
64							
65	End of Scope						
66	Bond/CDI Cost		\$11,783	\$13,869	\$0	\$0	\$0
67	Textura Cost		\$2,028	\$2,387	\$0	\$0	\$0
68	TOTAL WORK CATEGORY PACKAGE VALUE		\$923,716	\$1,087,236	\$0	\$0	\$0

EXHIBIT C – TECHNICAL SPECIFICATIONS

See attached Exhibit C – Technical Specifications

ATTACHMENT 1 TO EXHIBIT C – SPECIAL CONDITIONS

General

Work shall be in accordance with Uniform Standard Specifications for Public Works Construction, distributed by Maricopa Association of Governments, 2020 edition, revised through 2023 (MAG), except to the extent that these specifications specify other procedures, processes, forms, materials, details, or other direction regarding the work, and as required to comply with local ordinances and regulations.

Whenever the term County is used it shall be held to mean the City of Sedona. Whenever the term County Engineer is used it shall be held to refer to the City Engineer.

Electrical work shall be subject to inspection by the City of Sedona Building Safety Division and/or Design Professional compliance with its requirements.

1. Dust Control

- a) Dust control shall be maintained at all times on the project. Spray nozzles shall be used as necessary on equipment to reduce dust. Mist shall be visible when standing adjacent to the equipment. Rock Trenchers shall be equipped with a mister system that runs the entire length of the boom. Spray nozzles shall provide an uninterrupted pattern over the entire boom plus 2 feet outside the boom and discharge belt area.
- b) A dust control plan shall be submitted prior to start of construction. The dust control plan shall address specific equipment and procedures the contractor shall follow to control dust during trenching, backfill, and hauling activities, and to control dust on streets and other surfaces affected by the construction.
- c) The equipment used to sweep streets shall be of a type or operated in such a manner and rate that it does not generate high amounts of dust in the opinion of the City Engineer or his authorized agents.

2. Work Hours

The contractor shall limit work hours from 7:00 A.M. to 5:30 P.M. Monday through Thursday, and from 7:00 A.M. to 5:30 P.M. on Friday. City Holidays, weekends, and work outside the aforementioned work hours periods shall be considered non-regular work hours. The active work hours shall be within the times indicated above and shall include clean up time and time for storage of equipment and material. The contractor shall provide the Engineer with a written work schedule projecting out at least two workweeks. Permission to work non-regular work hours shall be subject to approval of the Engineer.

3. Testing

Sewer mains (Force and Gravity), laterals, and storm drainage pipes placed under roadways or within the roadway's loading zone of influence shall be subject to the following testing frequency.

<u>Activity</u>	<u>Frequency</u>
------------------------	-------------------------

Bedding Material	1 each 100 ft per lift
AB Subgrade	1 each 100 ft per lift
Trench Backfill	1 each 100 ft per lift

4. Intentionally Left Blank:

5. Storage of Equipment and Material

Equipment and material shall not be stored in the right-of-way during non-work hours without the permission of the City Engineer. Such permission shall be subject to a finding that it is impractical to move the equipment or material because of size or that permission has been granted to close the right-of-way to all traffic, including local traffic. Lack of construction yard or other staging area shall not be considered as reason to grant permission. Such permission if granted shall be subject to conditions determined at the sole discretion of the City Engineer. The contractor shall be responsible for security of the site, equipment, work, and materials.

6. Intentionally Left Blank:

7. Property Inspections and Restoration:

a. Property Inspection

- i. For vegetation and exterior structures that will be removed or destroyed during construction, the report shall document existing conditions including those items that will be damaged or destroyed during the construction. In turn, the City and CMAR shall use this information to coordinate with property owners to reach an agreement as to what restoration efforts the CMAR shall be responsible for during the construction phase of the work. It is recognized that the CMAR will not need to restore some items to pre-construction condition, and that the CMAR may not be able to replace all items which may be damaged or destroyed. For example, the CMAR will not be required to replace in kind a 50-foot tall, 40-year old pine tree.
- ii. For affected structures that are to remain before, during and after the construction, the report shall consider and document the existing structural and architectural condition of those structures. The intent of this report is to document the condition of such structures before construction, obtain agreement with the property owner, and use for comparison purposes after construction is completed <mailto:>.

b. Landscape Restoration: The Contractor shall restore all landscaping encountered during the execution of the contract work. The work shall include, but not be limited to the following:

- i. Restore all structures, including fences within and adjacent to the work-site.
- ii. Protect existing trees, shrubs, bushes, cacti and other vegetation within and adjacent to the work-limits to a reasonable extent.
- iii. Replace all flowers, bushes, cacti and other vegetation outside of the ROW and permanent easements damaged during construction.
- iv. Replace to grade all landscaping materials and or decorations outside the ROW disturbed within and adjacent to the work-limits.

8. Traffic Control:

In addition to Item D, Section 18, of the General Conditions the following shall apply:

a) General

- i. All streets and traffic ways shall be kept continuously open for the passage of all traffic and pedestrians during the construction period, unless otherwise approved by the CITY, in writing, or authority having jurisdiction over same.
- ii. When required to cross, obstruct or temporarily close a street or traffic way, CONTRACTOR shall provide and maintain suitable bridges, detours or other approved temporary expedient for the accommodation of traffic. Closings shall be for the shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging.
- iii. CONTRACTOR shall give the advance notice to the fire and police departments of his proposed operations, involving closure of roads.
- iv. CONTRACTOR shall give notice to owners, tenants of private property and nearby residents who may be affected by his operations. Upon request, the CITY will furnish the CONTRACTOR with the names and addresses of the nearby residents.
- v. CONTRACTOR shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic and warn of hazards. All such work shall conform to requirements of CITY or authority having jurisdiction. Remove temporary equipment and facilities when no longer required, and restore grounds to original or to specified conditions.
- vi. CONTRACTOR shall conform to all applicable requirements of Section 401 of the Uniform Standard Specifications for Public Works Construction by the Maricopa Association of Governments (MAG), City of Sedona, Yavapai County and The City of Phoenix Traffic Control Manual.

b) Parking Control

- i. Control and monitor CONTRACTOR related vehicular parking within the limits of the Work to preclude interference with public traffic or parking, access by emergency vehicles, CITY'S operations, or construction operations. Contractor related parking includes, parking by Contractor, Contractor's employees, Subcontractor's equipment, employees and suppliers.
- ii. Monitor parking of all construction and private vehicles:
- iii. Private Vehicles shall park only in designated areas.
- iv. The Contractor shall identify parking areas in submittals at least one week prior to using the area. The City reserves the right for cause to disapprove a proposed parking area.

Failure to comply with the aforementioned Traffic Control provisions may result in reduction in the amount of contract compensation.

9. Easements

The Contractor shall remain within easement areas and rights-of-way obtained or owned by the City or easement areas the contractor has obtained. Disturbed areas shall be reasonably restored upon completion of installation of storm drainage facilities and related appurtenances

in the easement. The Contractor shall be responsible to adhere to easement provision whether the easement was obtained by Contractor or City.

A temporary 4-foot high orange fence shall be placed to define the work area for all easements encompassing all work that occurs outside the City right-of way. Clearing by manual means for the purpose of defining the area to be fenced shall be the only activity allowed on the easement before fence is placed. City shall provide the Contractor with a copy of the easement agreement with the property owner. Contractor shall be responsible for all restoration of the easement as described in the easement agreement. Trees and larger vegetation shall be preserved to the maximum extent practicable.

10. Survey Monumentation

Prior to construction the Contractor shall locate property corner monuments located within and adjacent to the Contract's easements. The Contractor shall be responsible for the preservation of all existing property pins. If disturbed or damaged the Contractor shall be responsible for all costs associated with the restoration of any property pins disturbed by the construction activities. Any property pins, which require resetting, shall be done under the direction of a licensed Surveyor by the State of Arizona. Compensation for this work shall be considered as included in the Cost Proposal Item "Construction Staking".

11. Permits

The City shall pay for permits required for the work, except stormwater pollution prevention permits for construction.

12. Project Sign

Project Signs as shown on Project Construction Sign Detail, shall be securely mounted and placed so that the bottom of the sign is does not impeded vehicular or pedestrian traffic flow or otherwise become a safety concern. The Contractor shall provide the project signs for the duration of the Contract. Payment of more than 75% of mobilization shall not be payable until the sign is in place. Failure to maintain the sign erect and in legible condition may result in up to a deduction from the contract payment equal to 0.25% for each time a written notice regarding improper sign maintenance is issued by the Engineer. Two project signs shall be prepared, installed and maintained.

The required Sign shall be mounted at locations within the project limits visible to the public as it enters or moves adjacent to the project area. The contractor shall place the project sign at a location mutually agreed upon with the Engineer and the contractor. The Contractor shall present the sign design as a project submittal. The Percent Complete Bar shall be filled in as the project progresses in accordance.

13. Public Convenience and Safety

Within the City of Sedona public convenience and safety are matters to which the Contractor is expected to devote attention to at all times during the project. The contractor shall minimize disruption of normal vehicular and pedestrian traffic patterns and routes, the disruption of normal property services such as, but not limited to, mail delivery and garbage pick-up. Failure to make provisions for these services when they are disrupted shall subject the contractor to deductions from payments due under the contract as determined by the City Engineer.

14. Access to Adjacent Properties

Care shall be taken not to block access into or out of properties adjacent to the work. Access may be limited to on 11-foot wide lane during working hours, provided proper traffic control is provided, as approved by the City Engineer.

15. Start of Construction

Construction shall not begin until the contractor has at a minimum provided the following:

- A traffic control plan that has been approved by the City Engineer
- A storm water pollution control plan complying with the project specifications
- A minimum of 2 working days written notice delivered to property owners and residents within and 300 feet adjacent to the work area. The notice shall state the contractor's anticipated start date.
- A complete project schedule as required by the project specifications.
- The Project Signs have been posted.
- Survey stakes and marks have been placed in the field to accommodate at least two weeks construction work and survey notes have been provided to the City as per the project specifications.

This provision does not operate to require that the City of Sedona refrain from issuing a notice to proceed or require an extension of time to accommodate Contractor compliance with it.

16. Project Control

The Contractor shall be responsible for all survey on the project.

17. Off Road Manhole Markers

Off road manhole markers shall be installed according to ADOT Detail C-21.10, SD-11, Elevation Reference Marker. The off-road manhole markers shall be installed for all MHs not located in pavement or travel way. The Markers shall be placed on the left of the MH facing upstream within 3 feet of the outside edge of the MH cover and the top of the marker shall be 2.5 to 3 feet above the center of the MH cover. Installation of the off-road manhole Markers is incidental to Manhole Installation Work. Compensation for provision and installation of off road manhole markers shall be considered as included in the price paid for manholes.

18. Stormwater Pollution Prevention Plan

The Stormwater Pollution Prevention Plan shall include measures to prevent debris generated by this project from proceeding down the existing channel crossed by this project. Measures such as trapping and removing debris and dirt generated, or other measures acceptable to the City Engineer, shall be taken. The Contractor shall provide the City with a copy of the plan. The Contractor shall adhere to State of Arizona requirements regarding stormwater pollution prevention. The City may require evidence of compliance with State requirements.

19. Sedona Red Concrete

All new sidewalks, driveways, exposed surfaces of concrete drainage structures, and other exposed concrete surfaces shall be integrally colored "Sedona Red". The amount of concrete color additive required is 3.05 lbs of Davis 160 liquid per sack of concrete. This is the Sedona

Red as manufactured by Hanson Concrete in Cottonwood Arizona. Variations in the additive to accomplish the "Sedona Red" shall be subject to City Engineer approval.

20. Intentionally Left Blank

21. Mobilization

Retention shall apply to mobilization payments. The first payment for mobilization shall be contingent on providing:

- A traffic control plan that has been approved by the City Engineer
- A storm water pollution control plan complying with the project specifications
- A complete project schedule as required by the project specifications.
- The Project Sign has been posted.

22. Videotape

Videotape all installed 6" diameter or larger gravity sanitary sewer main line. Work associated with obtaining the aforementioned sanitary sewer line video is incidental installation of the sewer lines. Sewer lines shall be clean and flushed prior to video taping the line. A written report of the video tape identifying conditions of the line between each manhole and or mainline clean out shall be provided prior to requests that the line be accepted as complete. Deficiencies identified during the videoing of a line shall be repaired and the line televised and a new report prepared. In order for a line to be accepted it must successfully pass the video inspection. Dips shall not exceed ½" in depth, pipe gaps shall not exceed manufacturer's tolerances or ½ " whichever is less. The pipe shall not appear to be more out of round than allowed in the manufacturer's generally issued written guides or 1" whichever is less.

23. Various items of Work

- a) The Contractor shall provide the City reasonable and timely notice in writing prior to exceeding quantities established in the GMP Cost Proposal. Failure to notify the City in a timely manner prior to using a contingency item identified in the GMP shall be sufficient reason for the City to deny such payment.
- b) Clearing and grubbing shall be subject to MAG specification section 201 and full compensation shall be considered as provided in the Clear and Grub cost proposal item. No separate payment shall be made for trees.
- c) The contractor shall be responsible to replace in kind any irrigation damaged during the course of the construction. To facilitate this the contractor shall take photographs and document in writing observed conditions. The contractor shall be responsible to obtain written evidence of satisfaction regarding any private landscape or irrigation replacement. Removed fences shall be replaced in kind and to a standard of new construction using new materials, unless approved otherwise in writing. There shall be no adjustment in compensation for the landscape item on account of the length of fence removed and properly replaced.
- d) The traffic control cost proposal item shall be considered as full compensation for preparation of traffic control plans, provision of traffic control devices and equipment, traffic control personnel, and maintenance of plans, devices, and equipment related to

traffic control. If traffic control is not properly provided or maintained the contract compensation may be reduced by either 1/20 of the Traffic Control item amount or one percent of the total GMP amount for the contract, which ever is greater. This provision is in addition to any other provisions regarding deductions for failing to provide traffic control as required by the specifications.

- e) The manhole work shall include pouring a collar conforming to MAG Detail 422, except that the top shall be at finish grade of the adjacent ground or asphalt. Manholes shall be vacuum tested to manufacturer or ADEQ requirements, whichever is greater. In absence of requirements the City Engineer may set requirements commensurate with those utilized for other City projects.
- f) Native crushed 3/8" minus rock material may be used in the pipe zone. The pipe zone extends to one foot above the outside of the pipe. Compaction shall be to a minimum of 95%.
- g) All sewer pipe acceptance tests required by Arizona Department of Environmental Quality shall be performed and written results provided. The written results shall identify the firm and the individual conducting the tests.

24. Local Drainage

CMAR shall reconstruct roadways, driveways, sidewalks, ditches and other surfaces at elevations that will ensure the drainage is improved or unchanged from the existing preconstruction conditions.

SPECIAL DETAILS

See attached Special Details

EXHIBIT D – CONSTRUCTION DRAWINGS

See attached construction drawings

**AMENDMENT # 4
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment to the Professional Services Agreement (“Agreement”) by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Gabor Lorant Architects, Inc (“CONSULTANT”) is made and entered into on this ____ day of _____, 20 ____ (“Effective Date”).

RECITALS

- A. WHEREAS, CITY and CONSULTANT previously entered into an Agreement for CONSULTANT to perform certain professional consulting and coordinating services for CITY, in connection with Sedona Uptown Parking Garage (the “Project”) on or about the 14th day of December, 2020; and
- B. WHEREAS, CITY and CONSULTANT now desire to amend that Agreement to support additional professional design services and costs related to re-engagement of the design on the Uptown Parking Garage.

AMENDMENT

The parties agree to amend the following section(s) of the Agreement as follows

1. SCOPE OF WORK.

A. Scope of Work.

The additional services are further defined in the attached EXHIBIT A, proposal letter from Gabor Lorant Architects, Inc dated February 9, 2024 (incl/ subconsultant attachments from Applied Engineering, Inc, and PK Associates)

A summary of the work items and corresponding fee defined in the attached EXHIBIT A are as follows:

Item Description	Fee (+/- \$X.XX)
Remobilization/Additional Meetings	\$82,450.00
Coordination w/Electrify America (EV Charging Stations)	\$13,936.00
Police Beat Office	\$14,094.00
Construction Administration	\$39,090.00
Printing/Travel	\$4,500.00

Total Fee, This Amendment	\$154,070.00
Prior Contract Value	\$1,660,018.00
New Contract Value	\$1,814,088.00

The new accumulative value of Contract Amendments represents 19.5% of the original contract amount.

2. COMPENSATION; BILLING.

A. Compensation.

The not to exceed amount of compensation the City agreed to pay the CONSULTANT is amended from \$1,660,018.00 to \$1,814,088.00

This amendment will be conducted according to the original contract on a Lump Sum, Not-To-Exceed Basis, as set forth in the original contract.

3. **TERM; TERMINATION.**

A. Term.

The original conditions and requirements of the contract pertaining to Termination shall apply to this amendment.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

GABOR LORANT ARCHITECTS, INC

By: _____

Title: _____

ATTEST:

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

EXHIBIT A

gabor lorant architects inc.

3326 n. 3rd ave, suite 200
phoenix, arizona 85013
tel. 602 667 9090
fax. 602 667 9133
www.gaborlorant.com



09 February 2024

Mr. Robert Welch, PE
Associate Engineer
Public Works Department
CITY of SEDONA
102 Roadrunner Drive
Sedona, Arizona 86336

Re: Sedona Uptown Parking Garage
Remobilization and revised scope
GLA Project No.: 20109

Dear Mr. Welch:

GLA has prepared this fee proposal to remobilize (and address additional meetings/increased costs), coordinate with Electrify America for electric vehicle charging, to include a 460 square foot Police Beat Office on the ground level, and to provide construction administration associated with these additional items for the City of Sedona's Uptown Parking Garage located at 430 and 460 Forest Road in Sedona, Arizona.

GLA and its engineering consultants will provide these services for the following lump sum totals:

Remobilization/Additional Meetings

GLA (Architecture and Project Management)	\$42,500.00
PKA (Structural)	16,500.00
Applied (MPE Engineering)	23,450.00
Total	<u>\$82,450.00</u>

Coordinate with Electrify America for EV Charging

GLA Project Manager: 20 hours @ \$198/hour	\$3,960.00
GLA Project Architect: 10 hours @ \$155/hour	1,550.00
GLA Drafting: 32 hours @ \$118/hour	3,776.00
Applied (MPE Engineering)	4,650.00
Total	<u>\$13,936.00</u>

Police Beat Office

GLA Project Manager: 8 hours @ \$198/hour	\$1,584.00
GLA Project Architect: 16 hours @ \$155/hour	2,480.00
GLA Drafting: 60 hours @ \$118/hour	7,080.00
Applied (MPE Engineering)	2,950.00
Total	<u>\$14,094.00</u>



**Sedona Uptown Parking Garage
Remobilization and Revised Scope
09 February 2024
GLA Project No.: 20109
Page 2 of 2**

Construction Admin for above items

GLA Project Manager: 16 hours @ \$198/hour	\$3,168.00
GLA Project Architect: 20 hours @ \$155/hour	3,100.00
GLA Constr. Admin: 124 hours @ \$128/hour	15,872.00
Applied (MPE Engineering)	16,950.00
Total	\$39,090.00
Printing/Travel Allowance	\$4,500.00
GRAND TOTAL	\$154,070.00

Reimbursable expenses will be charged at a travel rate of **\$0.625/mile** and \$0.10/square foot of printing or 1.15 x the cost of outside printing/publication costs charged to GLA.

Thank you for the opportunity to be of service. Please do not hesitate to contact me should you have any questions.

Sincerely,

Jan Lorant, AIA, NCARB, LEED AP
Principal

SEDONA PARKING STRUCTURE

**SOLAR PV ARRAY, MPE 2024 REMOBILIZATION, ELECTRIFY AMERICA EV COORDINATION, POLICE BEAT OFFICE
ENGINEERING DESIGN & CONSTRUCTION ADMINISTRATION - ADDITIONAL SERVICE AGREEMENT V1**

Between: Gabor Lorant Architects Inc 3100 N. 3 rd Avenue, Suite 200, Phoenix, AZ 85013	And: Applied Engineering Inc. 2800 S Rural Rd., Suite 101, Tempe, AZ 85282
Contact Person: Jan Lorant, AIA	Contact Person: Gregory Piraino, PE
Client Job #: 20109	Applied Job #: 21-020
	Date: 1/15/2024
Location: Sedona, AZ	Service: MPE Engineering Services

Scope of MPE Additional Engineering Services:

- ASA-2-V1: MPE Remobilization: 2020 fee adjustment for project to restart in 2024.
- ASA-3-V1: Electrify America EV Charging Coordination: Coordination with EV Charging and add elements of PV charging to E design.
- ASA-4-V1: Police Beat Office & Storage Room TI: Add HVAC, plumbing, and electrical provisions to a new office within the garage.
- ASA-5-V1: Construction Administration Fee Addition: Adds Solar PV Array, Electrify America, Police Beat, 2020 to 2024 rate increases.

Scope of Additional MPE Construction Administration Services:

Support construction phase to cover submittal and provide solar PV array, inverter, and related solar shop drawing reviews, clarification requests, reply to construction phase RFI's. Includes up to (12) months of construction support starting from initial submittal review request and ending at substantial completion.

Additional Engineering Fees (these are in addition to previously approved 2020 base fees): **Accept** **Decline**

ASA-2 MPE Remobilization:	\$ 23,450.	_____	_____
ASA-3 EV Charging Coordination:	\$ 4,650.	_____	_____
ASA-4 Police Beat Office & Storage Room:	\$ 2,950.	_____	_____
ASA-5 Construction Administration:	\$ 16,950.	_____	_____

Additional Services: At hourly rates \$195/hr Professional Engineer, \$175/hr Sr. Designers/EITs, \$85/hr Administrative to proceed with pre-approved changes and additions to scope.

Understandings/Exclusions/Not In Contract (NIC): This work and fees are in addition to previously approved work and service fees. Solar PV mounting system, detailed panel support mounting/brackets will be provided by others and sealed by an AZ Structural Engineer.

Terms: Invoiced upon basis of percentage completion. In event client puts project on hold, Applied Engineering's fees shall be due and payable for percentage of work completed to date of hold notice. Late payment fees of 1.5%/month plus reasonable collection fees and costs due and payable by Client to Applied in the event of default.

Accepted by: Gabor Lorant Architects Inc	Offered by: Applied Engineering Inc
Signature:	
By: Jan Lorant, AIA	By: Gregory Piraino, PE
Title:	Title: President
Date:	Date: 1/15/2024

February 1, 2024

GABOR LORANT ARCHITECTS

3326 N. 3rd Avenue, Suite 200
 Phoenix, AZ 85013-4302
 Attn: Jan Lorant
 P: 602-667-9090
janl@gaborlorant.com

Re: Additional Services Contract
Project: Uptown Sedona Parking Garage - Sedona, AZ
PKA Project No. 21026.92

Per your request, we have reviewed the costs associated with restarting structural engineering services for the above-referenced project. The project design was placed on hold in October of 2022. The following restart costs are in addition to our original proposal dated November 4, 2020, in order to re-engage the team, introduce new team members, incorporate project updates, and reconcile increased wages/overhead.

This work will be billed as a lump sum as follows:

Structural Engineering Restart Fee: \$ 16,500.00 (lump sum)

HOURLY RATES

Principal	\$170/hr	Structural Inspector (Peak)	\$ 70/hr
Associate/Senior Structural Engineer	\$120/hr	Structural Inspector (Off Peak)	\$105/hr
Project Manager/Structural Engineer	\$110/hr	Drafting	\$ 80/hr.
Structural Designer	\$ 90/hr	Construction Administration	\$ 80/hr
		Clerical	\$ 50/hr

Reimbursable Expenses – Cost X 1.0

REIMBURSEABLE EXPENSES will be charged at Cost x 1.0 for the expenses incurred by the Engineer and Engineer’s employees on behalf of this project.

PAYMENT PROVISIONS All invoices are due upon presentation. Unless specifically noted, all monies received will be applied to the oldest invoice on account. Interest will begin after thirty (30) days and accrue at a rate of 1 ½% per month compounded monthly. The client is responsible for the full amount whether collected or not. Client requested modifications to our invoices, will be charged on an hourly basis. If PKA Standard Hourly Rates have changed in the time from formation and execution of this proposal to project start-up, the current PKA rates will be applicable to all service fees and expenses. If the Client fails to make payments to our firm, such failure shall be considered substantial nonperformance and cause for suspension, or at our firm’s option, termination of services under this Agreement. In the event of suspension or termination, our firm shall have no liability to the Client for the delay or damage caused by the Client because of such suspension of services. Before resuming services, payment shall be received in full for all sums due prior to the suspension and any expenses incurred in the interruption and resumption of our services. Our fees for the remaining services and the time schedules shall be equitably adjusted.

If a client requires a Purchase Order number on our invoice, it must be provided along with this signed Proposal. If a Purchase Order is not provided, we are not responsible for its presentation on our invoices.

Client requests use of this P.O. Number on all invoices regarding this job: _____

SPECIAL STRUCTURAL INSPECTIONS ARE NOT INCLUDED IN THIS CONTRACT.

Special Inspections, Structural Observations and Engineer Site Visits are not part of our design or C.A. services or fees and will be billed separately. Non-conformance issues which require a site visit(s) and/or design will be part of an Additional Service Contract. Our liability is limited to the Special Inspection / Structural Observation fees.

Liability of PKA, its agents and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of PKA, its agents and/or employees is limited to the terms of PKA's liability insurance. This liability clause supersedes all other contracts, including, but not limited to, standard AIA contracts. PKA's liability insurance policies pertain only to structural engineering services. Therefore, any and all services performed by any other third party, is not covered by our insurance policies and therefore PKA shall be indemnified against any and all claims or loss pertaining to the services provided by any other third party.

Sincerely,
PK ASSOCIATES, LLC



Steven C. Slonaker, P.E., S.E.
Partner/Director of Engineering

ACCEPTED FOR: GABOR LORANT ARCHITECTS

By: _____

Title: _____

Date: _____



**CITY COUNCIL
AGENDA BILL**

**AB 3046
May 14, 2024
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible direction regarding the Parking Garage Financing Plan.

Department	Financial Services
Time to Present	15 minutes
Total Time for Item	35 minutes
Other Council Meetings	FY 25 Capital Improvement Budget April 17, 2024; Long Range Forecast April 18, 2024
Exhibits	A. PowerPoint Presentation

Finance Approval	Reviewed RMS 5/8/24		
City Attorney Approval	Reviewed 5/6/24 KWC	Expenditure Required	
		\$	Detail to be included and discussed in presentation
City Manager's Recommendation	Direct staff to bring a Resolution for approving the sale and execution and delivery of Excise Tax Revenue Obligations, Series 2024, in an amount not to exceed \$18 million, to the June 11, 2024 Council meeting. ABS	Amount Budgeted	
		\$	Detail to be included and discussed in presentation
		Account No. (Description)	10-5255-15-6904/6906 (FY25 debt service payments for Series 2024 bonds)

SUMMARY STATEMENT

Background:

Mark Reader of Stifel Public Finance, the city's financial advisor, will present information on a revenue bond sale package to finance a \$23 Million parking garage construction project with repayment pledged by the city's excise tax revenues. The presentation is attached for the council's reference. Stifel prepared the public policy objectives at the end of this agenda bill with staff input to inform the debt financing structure for the parking garage project.

At the request of staff, Stifel has prepared two debt scenarios that meet the public policy objectives. The first is structured to pay for 100% of the parking garage project by issuing \$23.425 Million in bonds to be repaid over 30 years using parking fee revenue as the repayment source. Interest cost is estimated to be \$21 Million.

The second scenario is to revisit the use of the proceeds from the 2022 Series Bonds. Council will recall that the \$25 Million in 2022 Series Bonds were originally sold to pay for the parking garage project along with other Sedona In Motion (SIM) projects. When the Council determined on October 12, 2022, that it was in the city's best interest to delay the parking garage project, those bond proceeds were reallocated: \$18 Million to the Forest Road project and \$6 Million to other SIM/CIP projects. The available cash balance today from these proceeds is \$18 Million which is currently allocated as \$12 Million for Forest Road and \$6 Million for other SIM/CIP projects. The drawdowns for those projects are anticipated to be complete in March 2025 meeting the IRS three-year spending requirement.

The second scenario for funding the parking garage proposes to split the cost of the garage between the 2022 Series Bonds and the new 2024 Series Bonds. Two-thirds of the funding for the project would be paid from the remaining cash-on-hand from the 2022 Series Bonds (\$18 Million). The Forest Road project cost (\$12 Million) would be funded by the 2024 Series Bonds along with the remaining one-third of the parking garage cost (\$6 Million). This results in a lower amount needed for the 2024 Series Bonds, \$18 Million instead of \$23.435 Million, and could be paid over a term of 20 years instead of 30 years. The repayment source for the 2024 Bond will be General Fund for Forest Road portion and parking revenue for the parking garage portion. Interest cost is estimated to be \$12.1 Million.

The benefits of going with the second scenario are: saving \$8.9 Million in interest expense; paying the debt off faster; converting the \$6 Million for other SIM/CIP projects from debt financing to pay-as-you-go financing; saving the General Fund \$340,000 per year by switching the Forest Road project from the 2022 to the 2024 Bond; and a larger portion of the 2022 debt will be paid from user rates instead of General Funds. Additionally, by structuring the term of the 2024 debt at 20 years instead of 30 years it will be aligned with the repayment schedule of the 2022 series and results in an even debt service payment overall for the city's budget. The issues identified by staff with the second scenario are: we will be cutting it close to meet the IRS three-year drawdown requirement of the 2022 bond proceeds with the construction schedule of the garage; the Council will need to be comfortable with raising parking rates to \$3.00/hour upon the opening of the garage to break-even during the term of the debt service; and the average life of the debt is shorter than the life of the garage. Council could lengthen the term of the debt to 30 years in order to break-even at a \$2.50/hour rate and to match the life of the debt with the life of the garage, but the amount of interest expense will be higher.

The Finance department prepared a parking fee revenue forecast to estimate annual repayment capacity for the debt in either scenario. The forecast was reviewed by the Project Manager, Finance staff, Deputy City Manager, City Manager and Stifel. The forecast included in the Stifel presentation assumes a \$2.50/hour rate is in place when the parking garage opens in 2025. At the current rate of \$2.00/hour the forecast showed that while the debt service payments in scenario one would be covered for the life of the debt, the ongoing operating costs of the garage would require a subsidy contrary to Council direction that the parking garage be self-sufficient.

In the second scenario the annual debt service payment is higher due to the shorter term of the bond and the forecast shows that at a \$2.50/hour rate a subsidy would be needed. At a rate of \$3.00/hour the forecast shows the project would be self-sufficient beginning in the first year of operation.

Based upon the Council's discussion during the April 17 and 18, 2024, budget work sessions, staff also considered whether to use a "pay as you go" approach to the parking garage by using the city's available cash in order to sell a smaller bond issue. Finance staff reviewed the city's available cash based on our adopted financial policies and determined that if the Council wished to apply more than \$1 Million cash towards the parking garage project cost, two things would

occur. First, the Council would need to quickly revisit the recommended Capital Improvement Project (CIP) budget and cancel or substantially delay other CIP projects to free up enough money to reduce the bond issue by a large amount, or the Council would need to authorize staff to borrow internally from reserves and establish a plan for repayment over 20 to 30 years with interest given the parking revenue forecast. The Council would then need to consider the effect of trying to place a smaller bond issue in the market. The issuance costs will become a larger percentage of the overall debt, the underwriter would likely use a negotiated sale instead of a competitive sale and the interest rate demanded by the purchasers will likely be higher. Depending on how much the Council would want to borrow from reserves for the project, the city's reserves in the near term will be well below the amount determined to be prudent per our adopted financial policies which puts the city at risk of not having the resources available to respond to unforeseen/unexpected emergencies, natural disasters, or recessions. The reserves would be slowly repaid over time from parking revenues each year and would eventually get back to a fully funded status at the end of the repayment period.

City of Sedona, Uptown Parking Garage Public Policy Objectives:

1. Establish a parking garage enterprise system with parking revenues utilized to pay debt service on the bonds and operating expenses – with Users paying a majority of the parking revenues.
2. Maintain a conservative 5-year forecast of parking revenues/expenses to determine parking rates and update each year during the budget process.
3. The parking garage is to be a self-supported operation paid for by the Users.
4. Structure debt service to match projected net user fee revenues – amortization based on conservative net revenue collections with coverage of approximately 1.2x revenue.
5. Secure the lowest tax-exempt interest rate possible at time of sale and position the City to refinance in approximately 9 years – markets and savings threshold permitting.
6. Determine potential benefits of direct pay tax credits (grants) under the Inflation Reduction Act – to be determined.
7. Close the transaction with funds available for construction draws and reimbursements in July 2024.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

1. Finance the garage construction project using 2024 revenue bonds for the full construction project cost of \$23,000,000, amortized over 30 years.
2. Finance the garage construction project, 100% on a pay-as-you-go basis, by reallocating \$23,000,000 from future SIM and CIP projects that have not commenced. This will result in those projects being significantly delayed or cancelled. This alternative would place the parking garage as the highest priority of the city over other SIM and CIP projects which were previously vetted and approved. Future surpluses that would have gone into funding the annual CIP would instead be dedicated to the parking garage project.
3. Finance the garage construction project by borrowing up to \$23,000,000 from existing city reserves with a plan to repay the reserves each year with interest over 20 - 30 years. This

alternative results in underfunded reserves which could put the city at risk of not being able to adequately respond to a major recession, disaster, or other unforeseen event.

5. Cancel the garage construction project and forgo the investment in design and land to date. (\$1,089,053).

MOTION

I move to: direct staff to bring a Resolution for approving the sale and execution and delivery of Excise Tax Revenue Obligations, Series 2024, in an amount not-to-exceed \$18 million, to the June 11, 2024 Council meeting.



Parking Garage Financing Overview and Municipal Bond Market Update

Presented by,
Mark Reader, Managing Director

May 14, 2024



City of Sedona

Scott Jablow, Mayor

Holli Ploog, Vice Mayor

Melissa Dunn, Councilor

Brian Fultz, Councilor

Pete Furman, Councilor

Kathy Kinsella, Councilor

Jessica Williamson, Councilor

Anette Spickard, City Manager

J. Andy Dickey, Deputy City Manager

Jean McGann, Interim Finance Director

Renée Stanley, Accounting Manager

Sterling West, Budget & Financial Analyst

Kurt Harris, Public Works Director

Bob Welch, Project Manager

- 01** Downtown Parking Garage – Public Policy Objectives
- 02** City of Sedona Debt Profile
- 03** Est. Parking Garage Construction Cost / Sources and Uses of Funds
- 04** Debt Service Structure and Coverage
- 05** Financing Calendar
- 06** Appendix

Disclosure

Stifel, Nicolaus & Company, Incorporated (“Stifel”) has prepared the attached materials. Such material consists of factual or general information (as defined in the SEC’s Municipal Advisor Rule). Stifel is not hereby providing a municipal entity or obligated person with any advice or making any recommendation as to action concerning the structure, timing or terms of any issuance of municipal securities or municipal financial products. To the extent that Stifel provides any alternatives, options, calculations or examples in the attached information, such information is not intended to express any view that the municipal entity or obligated person could achieve particular results in any municipal securities transaction, and those alternatives, options, calculations or examples do not constitute a recommendation that any municipal issuer or obligated person should effect any municipal securities transaction. Stifel is acting in its own interests, is not acting as your municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the municipal entity or obligated party with respect to the information and materials contained in this communication.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

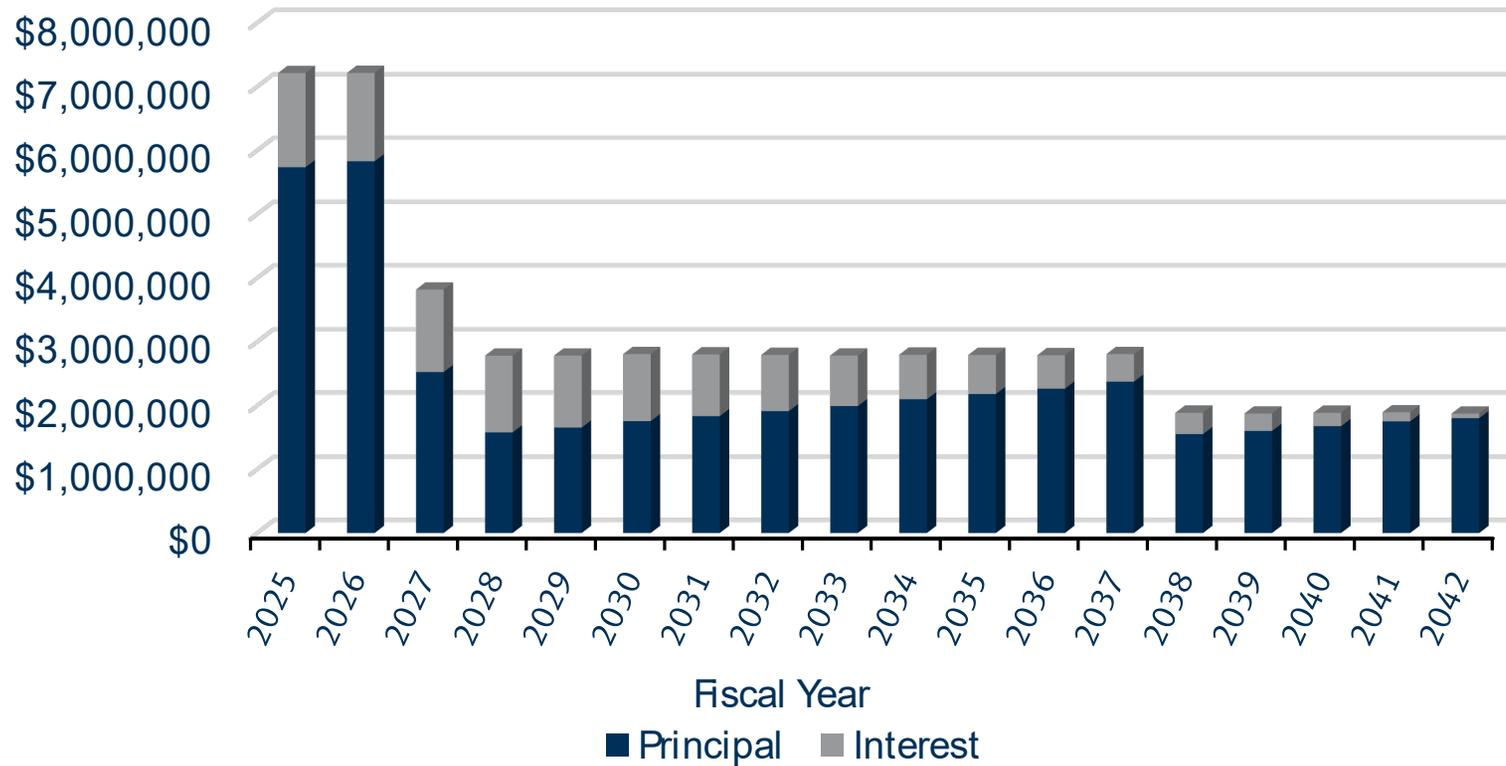
Downtown Parking Garage – Public Policy Objectives

Downtown Parking Garage – Public Policy Objectives

1. Establish a parking garage enterprise system with parking revenues utilized to pay debt service and operating expenses – with customers paying the parking revenues
2. Maintain a conservative 5-year forecast of parking revenues/expenses to determine parking rates and update each year during the budget process
3. Structure debt service to match projected net user fee revenues – amortization based on conservative net revenue collections
4. Secure the lowest tax-exempt interest rate possible at time of sale and position the City to refinance in approximately 9 years – markets and savings threshold permitting
5. Determine potential benefits of direct pay tax credits (grants) under the Inflation Reduction Act – to be determined
6. Close the transaction with funds available for construction draws and reimbursements in July

C City of Sedona Debt Profile

Aggregate Debt Service



Est. Parking Garage Construction Cost / Sources and Uses of Funds

SOURCES AND USES OF FUNDS

SOURCES	
Principal Amount	\$23,425,000
City Contributions	1,987,933
Total:	\$25,412,933
USES	
Construction Cost Estimate	\$23,000,000
Cost of Issuance	190,750
Underwriter's Discount	234,250
Land Acquisition and Related Costs	898,880
Architectural and Design Costs	1,089,053
Total:	\$25,412,933

D Debt Service Structure and Coverage

RATE DATA				
	TODAY	WEEK PRIOR	MONTH PRIOR	YEAR PRIOR
AAA GO				
2 YEAR	3.22	3.15	2.84	2.69
5 YEAR	2.85	2.78	2.47	2.38
10 YEAR	2.81	2.74	2.47	2.35
15 YEAR	3.26	3.19	2.94	2.95
20 YEAR	3.64	3.57	3.33	3.17
30 YEAR	3.96	3.90	3.65	3.39
US TREASURY				
2 YEAR	4.97	4.99	4.63	4.08
5 YEAR	4.65	4.67	4.23	3.54
10 YEAR	4.62	4.62	4.24	3.47
30 YEAR	4.74	4.71	4.41	3.71

Preliminary Interest Rates

Maturity (July 1)	Principal Amount	4-29-24 Jul-Interp MMD	AA Insured			Underlying Only		
			Coupon	Spread	Yield	Coupon	Spread	Yield
2024								
2025		3.36	5.00	28	3.64	5.00	38	3.74
2026		3.21	5.00	30	3.51	5.00	40	3.61
2027	\$170,000	3.02	5.00	35	3.37	5.00	45	3.47
2028	180,000	2.90	5.00	40	3.30	5.00	52	3.42
2029	445,000	2.85	5.00	43	3.28	5.00	55	3.40
2030	465,000	2.82	5.00	45	3.27	5.00	58	3.40
2031	490,000	2.79	5.00	47	3.26	5.00	60	3.39
2032	515,000	2.80	5.00	50	3.30	5.00	65	3.45
2033	540,000	2.81	5.00	53	3.34	5.00	68	3.49
2034	565,000	2.83	5.00	55	3.38	5.00	70	3.53
2035	595,000	2.91	5.00	55	3.46	5.00	72	3.63
2036	625,000	2.98	5.00	55	3.53	5.00	73	3.71
2037	655,000	3.12	5.00	55	3.67	5.00	75	3.87
2038	690,000	3.18	5.00	55	3.73	5.00	75	3.93
2039	720,000	3.26	5.00	58	3.84	5.00	78	4.04
2040	760,000	3.37						
2041	795,000	3.47						
2042	835,000	3.52						
2043	880,000	3.58						
2044	920,000	3.64	5.00	60	4.24	5.00	80	4.44
2045	965,000	3.69						
2046	1,010,000	3.74						
2047	1,055,000	3.79						
2048	1,105,000	3.84						
2049	1,155,000	3.88						
2050	1,205,000	3.90						
2051	1,260,000	3.91						
2052	1,315,000	3.91						
2053	1,375,000	3.91						
2054	1,440,000	3.91	4.50	85	4.76	4.75	105	4.96
	\$22,730,000							

Pledged Excise Tax Revenues

Source	Actual					Projected 2023/ 24 (c)	Budgeted 2024/ 25 (c)
	2018/ 19	2019/ 20	2020/ 21	2021/ 22	2022/ 23		
Qty Sales Tax (a)	\$ 18,419,630	\$ 17,315,576	\$ 23,972,811	\$ 28,156,541	\$ 27,307,204	\$ 28,566,384	\$ 28,852,048
Bed Tax (b)	4,104,205	3,565,872	6,129,428	7,665,228	7,361,133	7,929,209	8,008,501
Franchise Fees	810,915	809,673	883,456	883,545	913,690	906,500	848,000
License & Permit Fees	380,721	311,569	385,953	469,115	598,810	644,580	579,420
State Shared Sales Tax	1,039,635	1,067,529	1,199,926	1,374,160	1,443,176	1,454,000	1,505,000
State Shared Income Tax	1,251,688	1,336,465	1,477,587	1,289,131	1,852,056	2,618,000	1,946,000
Vehicle License Tax	662,935	664,581	795,420	772,588	730,999	677,000	748,000
Charges for Services	933,927	671,405	667,179	991,851	924,988	926,190	858,730
Total	\$ 27,603,656	\$ 25,742,670	\$ 35,511,760	\$ 41,602,159	\$ 41,132,056	\$ 43,721,863	\$ 43,345,699

(a) Less portion dedicated to transportation projects related to the special 0.50% Transportation Sales Tax.

(b) Less portion legally required to be used for the promotion of tourism (0.50% of the Additional 3.5% Bed Tax).

(c) Projected and budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

Preliminary Debt Service Structure and Coverage

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Fiscal Year	Revenues from Excise Tax Revenues and State Shared Excise Taxes	Pledged Debt Service Revenue Outstanding	Principal	Est. Interest @ 4.65%	Total Debt Service	Total Annual Debt Service Requirements	Projected Maximum Annual Debt Service Coverage
2022/ 23	\$ 41,132,056						
2023/ 24	43,721,863						
2024/ 25		\$ 7,210,859		\$ 1,089,263	\$ 1,089,263	\$ 8,300,122	
2025/ 26		7,213,541		1,089,263	1,089,263	8,302,804	5.27x
2026/ 27		3,816,287	\$ 425,000	1,089,263	1,514,263	5,330,550	
2027/ 28		2,779,456	445,000	1,069,500	1,514,500	4,293,956	
2028/ 29		2,781,362	465,000	1,048,808	1,513,808	4,295,170	
2029/ 30		2,804,673	485,000	1,027,185	1,512,185	4,316,858	
2030/ 31		2,800,140	510,000	1,004,633	1,514,633	4,314,772	
2031/ 32		2,791,928	530,000	980,918	1,510,918	4,302,845	
2032/ 33		2,782,037	555,000	956,273	1,511,273	4,293,309	
2033/ 34		2,795,383	585,000	930,465	1,515,465	4,310,848	
2034/ 35		2,791,882	610,000	903,263	1,513,263	4,305,144	
2035/ 36		2,787,033	640,000	874,898	1,514,898	4,301,931	
2036/ 37		2,804,753	670,000	845,138	1,515,138	4,319,891	
2037/ 38		1,885,000	700,000	813,983	1,513,983	3,398,983	
2038/ 39		1,873,000	730,000	781,433	1,511,433	3,384,433	
2039/ 40		1,884,000	765,000	747,488	1,512,488	3,396,488	
2040/ 41		1,892,000	800,000	711,915	1,511,915	3,403,915	
2041/ 42		1,872,000	840,000	674,715	1,514,715	3,386,715	
2042/ 43			875,000	635,655	1,510,655	1,510,655	
2043/ 44			920,000	594,968	1,514,968	1,514,968	
2044/ 45			960,000	552,188	1,512,188	1,512,188	
2045/ 46			1,005,000	507,548	1,512,548	1,512,548	
2046/ 47			1,050,000	460,815	1,510,815	1,510,815	
2047/ 48			1,100,000	411,990	1,511,990	1,511,990	
2048/ 49			1,150,000	360,840	1,510,840	1,510,840	
2049/ 50			1,205,000	307,365	1,512,365	1,512,365	
2050/ 51			1,260,000	251,333	1,511,333	1,511,333	
2051/ 52			1,320,000	192,743	1,512,743	1,512,743	
2052/ 53			1,380,000	131,363	1,511,363	1,511,363	
2053/ 54			1,445,000	67,193	1,512,193	1,512,193	
		<u>\$ 55,565,335</u>	<u>\$23,425,000</u>	<u>\$21,112,395</u>	<u>\$ 44,537,395</u>	<u>\$ 100,102,730</u>	

Parking Garage Project Revenues / Expenses

(1)	(2)	(3)	(4)	(5)	(6)
Fiscal Year	Est. Parking Revenues (a)	Expenses	Net Revenues	Bond Debt Service	\$ Coverage
2024/ 25				\$ 1,089,263	\$ (1,089,263)
2025/ 26	\$ 1,440,000(b)	\$ (120,000)	\$ 1,320,000	1,089,263	230,738
2026/ 27	1,780,000	(120,000)	1,660,000	1,514,263	145,738
2027/ 28	1,780,000	(120,000)	1,660,000	1,514,500	145,500
2028/ 29	1,780,000	(120,000)	1,660,000	1,513,808	146,193
2029/ 30	1,780,000	(120,000)	1,660,000	1,512,185	147,815
2030/ 31	1,780,000	(120,000)	1,660,000	1,514,633	145,368
2031/ 32	1,780,000	(120,000)	1,660,000	1,510,918	149,083
2032/ 33	1,780,000	(120,000)	1,660,000	1,511,273	148,728
2033/ 34	1,780,000	(120,000)	1,660,000	1,515,465	144,535
2034/ 35	1,780,000	(120,000)	1,660,000	1,513,263	146,738
2035/ 36	1,780,000	(120,000)	1,660,000	1,514,898	145,103
2036/ 37	1,780,000	(120,000)	1,660,000	1,515,138	144,863
2037/ 38	1,780,000	(120,000)	1,660,000	1,513,983	146,018
2038/ 39	1,780,000	(120,000)	1,660,000	1,511,433	148,568
2039/ 40	1,780,000	(120,000)	1,660,000	1,512,488	147,513
2040/ 41	1,780,000	(120,000)	1,660,000	1,511,915	148,085
2041/ 42	1,780,000	(120,000)	1,660,000	1,514,715	145,285
2042/ 43	1,780,000	(120,000)	1,660,000	1,510,655	149,345
2043/ 44	1,780,000	(120,000)	1,660,000	1,514,968	145,033
2044/ 45	1,780,000	(120,000)	1,660,000	1,512,188	147,813
2045/ 46	1,780,000	(120,000)	1,660,000	1,512,548	147,453
2046/ 47	1,780,000	(120,000)	1,660,000	1,510,815	149,185
2047/ 48	1,780,000	(120,000)	1,660,000	1,511,990	148,010
2048/ 49	1,780,000	(120,000)	1,660,000	1,510,840	149,160
2049/ 50	1,780,000	(120,000)	1,660,000	1,512,365	147,635
2050/ 51	1,780,000	(120,000)	1,660,000	1,511,333	148,668
2051/ 52	1,780,000	(120,000)	1,660,000	1,512,743	147,258
2052/ 53	1,780,000	(120,000)	1,660,000	1,511,363	148,638
2053/ 54	1,780,000	(120,000)	1,660,000	1,512,193	147,808

(a) Assumes a \$2.50 per hour parking rate. Subject to adjustment to provide sufficient revenues to cover bond debt service net of expenses.

(b) Assumes 9 months of revenue collections for fiscal year 2026.

Alternative Structure No. 1: \$24.0 million (est), Project, Series 2024:

1. Parking Revenues pay for debt service and operating expenses – amortization to match revenues
2. Estimated amortization 30-years – subject to change
3. Average life of financing: 19-years
4. Estimated life of Parking Garage: 30 Years +
5. Estimated interest cost: \$21 million
6. Limited or no general fund support (estimated) – subject to annual budget requirements

Consideration / Discussion of Alternative Structure No. 2: \$18 million Series 2024

1. \$18 million of 2022 bond funds (repurposed) to fund the Parking Garage – shift \$1.350 million to the enterprise
2. \$6 million of 2024 bond funds for Parking Garage – payable from the enterprise
3. \$12 million of 2024 bond money to fund Forest Road Project
4. 2022 bonds sold at lower interest rates (2.8%) and amortized over 20-years (shorter amortization)
5. Higher debt service of \$1.35 million on 2022 bonds allocated to parking garage enterprise
6. Amortization of Forest Road improvements results in general fund savings of approximately \$340,000 per year
7. Estimated interest cost of approximately \$12.4 million

Alternative 2 - Parking Garage Project Revenues / Expenses

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Fiscal Year	Est. Parking Revenues (a)	Expenses	Net Revenues	\$6MM Bond Debt Service 33.33% of 2024 Bonds (Parking Garage)	\$18MM from 2022 Bond Debt Service 72% of 2022 Bonds (Parking Garage)	Parking Garage Net Revenue \$ Coverage	\$12MM Bond Debt Service Forest Road (General Fund) 66.67% of 2024 Bonds	General Fund Savings from Repurposing	Total 2024 Bond Debt Service
2024/ 25				\$ 268,305		\$ (268,305)	\$ 568,695		\$ 837,000
2025/ 26	\$ 1,440,000(b)	\$ (120,000)	\$ 1,320,000	268,305		1,051,695	568,695		837,000
2026/ 27	1,780,000	(120,000)	1,660,000	373,305	\$ 1,355,040	(68,345)	1,018,695	\$ 336,345	1,392,000
2027/ 28	1,780,000	(120,000)	1,660,000	373,423	1,346,400	(59,823)	1,017,770	328,630	1,391,193
2028/ 29	1,780,000	(120,000)	1,660,000	373,308	1,347,300	(60,608)	1,015,915	331,385	1,389,223
2029/ 30	1,780,000	(120,000)	1,660,000	372,960	1,364,400	(77,360)	1,018,130	346,270	1,391,090
2030/ 31	1,780,000	(120,000)	1,660,000	372,380	1,360,800	(73,180)	1,019,183	341,618	1,391,563
2031/ 32	1,780,000	(120,000)	1,660,000	371,568	1,355,400	(66,968)	1,019,073	336,328	1,390,640
2032/ 33	1,780,000	(120,000)	1,660,000	375,523	1,348,200	(63,723)	1,017,800	330,400	1,393,323
2033/ 34	1,780,000	(120,000)	1,660,000	374,013	1,357,200	(71,213)	1,015,365	341,835	1,389,378
2034/ 35	1,780,000	(120,000)	1,660,000	372,270	1,355,040	(67,310)	1,016,768	338,273	1,389,038
2035/ 36	1,780,000	(120,000)	1,660,000	375,295	1,351,440	(66,735)	1,016,775	334,665	1,392,070
2036/ 37	1,780,000	(120,000)	1,660,000	372,855	1,364,400	(77,255)	1,015,388	349,013	1,388,243
2037/ 38	1,780,000	(120,000)	1,660,000	370,183	1,357,200	(67,383)	1,017,605	339,595	1,387,788
2038/ 39	1,780,000	(120,000)	1,660,000	372,278	1,348,560	(60,838)	1,018,195	330,365	1,390,473
2039/ 40	1,780,000	(120,000)	1,660,000	373,908	1,356,480	(70,388)	1,017,158	339,323	1,391,065
2040/ 41	1,780,000	(120,000)	1,660,000	375,073	1,362,240	(77,313)	1,019,493	342,748	1,394,565
2041/ 42	1,780,000	(120,000)	1,660,000	370,773	1,347,840	(58,613)	1,019,968	327,873	1,390,740
2042/ 43	1,780,000	(120,000)	1,660,000	371,240	-	1,288,760	1,018,583		1,389,823
2043/ 44	1,780,000	(120,000)	1,660,000	371,243	-	1,288,758	1,020,338		1,391,580
2044/ 45	1,780,000	(120,000)	1,660,000	370,780	-	1,289,220			370,780
2045/ 46	1,780,000	(120,000)	1,660,000	369,853	-	1,290,148			369,853
2046/ 47	1,780,000	(120,000)	1,660,000	373,460	-	1,286,540			373,460
2047/ 48	1,780,000	(120,000)	1,660,000	371,370	-	1,288,630			371,370
2048/ 49	1,780,000	(120,000)	1,660,000	373,815	-	1,286,185			373,815
2049/ 50	1,780,000	(120,000)	1,660,000	370,563	-	1,289,438			370,563
2050/ 51	1,780,000	(120,000)	1,660,000	371,845	-	1,288,155			371,845
2051/ 52	1,780,000	(120,000)	1,660,000	372,430	-	1,287,570			372,430
2052/ 53	1,780,000	(120,000)	1,660,000	372,318	-	1,287,683			372,318
2053/ 54	1,780,000	(120,000)	1,660,000	371,508	-	1,288,493			371,508
							Total Savings: \$	5,394,663	

(a) Assumes a \$2.50 per hour parking rate. Subject to adjustment to provide sufficient revenues to cover bond debt service net of expenses.

(b) Assumes 9 months of revenue collections for fiscal year 2026.

F Financing Calendar

Financing Calendar

Date	Event	Responsibility
May 14th	City Council considers approval of CMAR Contract Discussion of Financing Plan and related direction to proceed	City, Stifel
May 15th	Draft Resolution and legal documents submitted to financing team for review and comments. DRAFT Preliminary Official Statement (“POS”) distributed	All Parties
Starting May 15th	Credit rating agency and insurance applications submitted	Stifel
In Process - TBD	Draft Rating Agency Power Point Presentation review	Stifel, City
May 21st	POS Due Diligence conference call	All Parties
Week of May 21st	S&P credit rating meeting	City, Stifel
Week of May 27th	S&P Credit Rating received	Stifel, City
May 30th	All documents due to the City in connection with the June 11th City Council meeting to adopt the Resolution	All Parties
June 11th	City Council approves Resolution (including Reimbursement) authorizing the issuance of the Obligations, with emergency clause	All Parties
June 12th (on or around)	Post POS to prospective investors. Construction draw schedule updated	City, Stifel
June 20th / Week of June 24th	Underwriting of Revenue Obligations	All Parties
Week of July 8th/15th	Closing. Funds wired to Trustee	All Parties

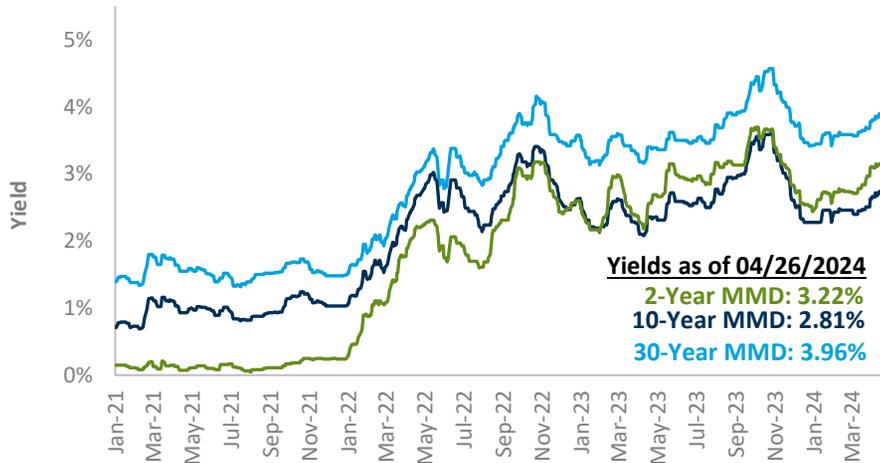
A Appendix

Tax-Exempt Interest Rate Movement

AAA MMD yields have risen from recent December 2023 lows.

AAA MMD Yields Since 2021

Comparing 2-, 10- and 30-Year AAA MMD

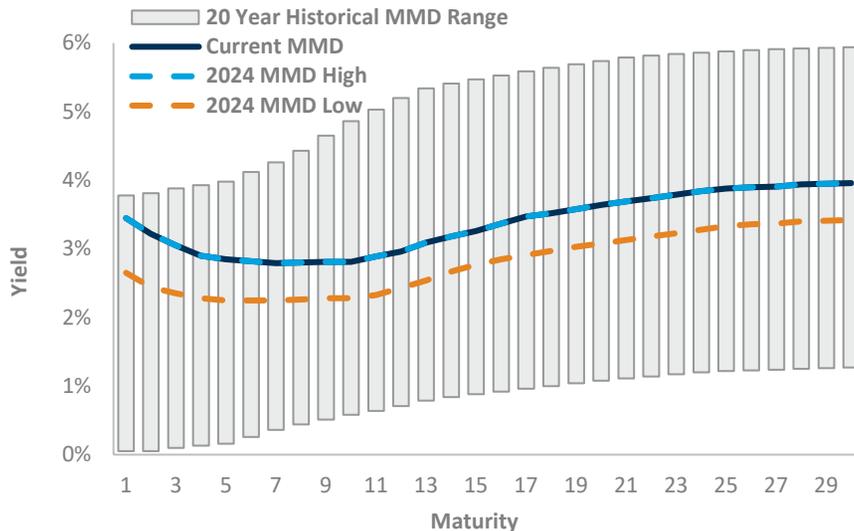


10-Year and 30-Year Muni to Treasury Ratios Since 2021



Current MMD Yields and Historic Context

20-Year Historical AAA MMD Range vs. Current AAA MMD



AAA MMD Summary Statistics

	5-Year	10-Year	30-Year
Current	2.85%	2.81%	3.96%
Weekly Change	+7 bps	+7 bps	+6 bps

2024 Year-to-Date

YTD Change	+57 bps	+53 bps	+54 bps
High	2.85%	2.81%	3.96%
Low	2.25%	2.28%	3.42%
Average	2.48%	2.48%	3.63%
Beginning of 2024	2.28%	2.28%	3.42%

AAA BVAL Summary Statistics

	5-Year	10-Year	30-Year
Current	2.79%	2.78%	3.96%
Weekly Change	+7 bps	+6 bps	+5 bps

2024 Year-to-Date

YTD Change	+60 bps	+53 bps	+62 bps
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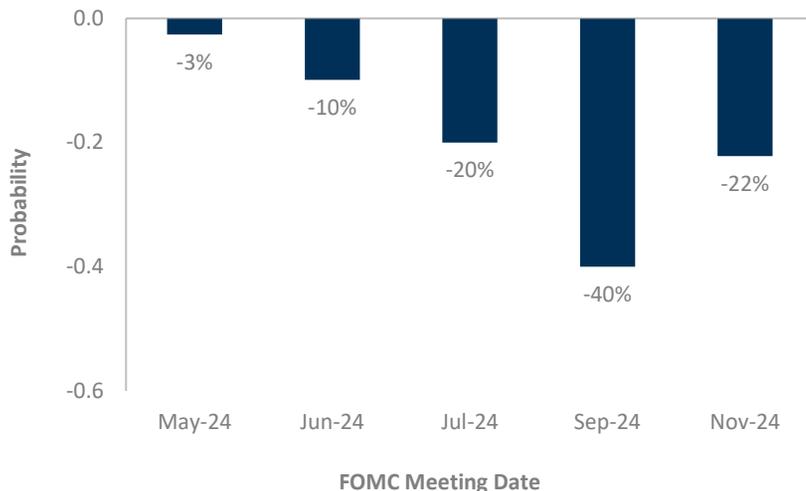
Interest Rate Forecast

- It's Fed Week! This week, the economic calendar is centered on the Fed's FOMC meeting with a rate announcement this Wednesday. The Fed is widely expected to keep rates unchanged for the sixth consecutive meeting. There will be no updated Summary of Economic Projections (SEP), so market participants – and us included – will be closely parsing through the updated statement and listening in on Chair Powell's press conference for any updated commentary on the recent inflation reports and what they mean for Fed policy going forward
- The Fed has been clear there is no end to how long it will remain on the sideline waiting for further evidence inflation is once again receding to the Committee's 2% target. However, what if, for example, inflation reverses course in a meaningful and sustained manner, meaning 6+ months, at what point is the Committee willing to not just delay rate cuts, but also actually reengage in additional rate hikes? At what point will the Committee concede it likely stopped short of the needed level of rates to meaningfully slow the consumer and the broader economy in order to quell price pressures

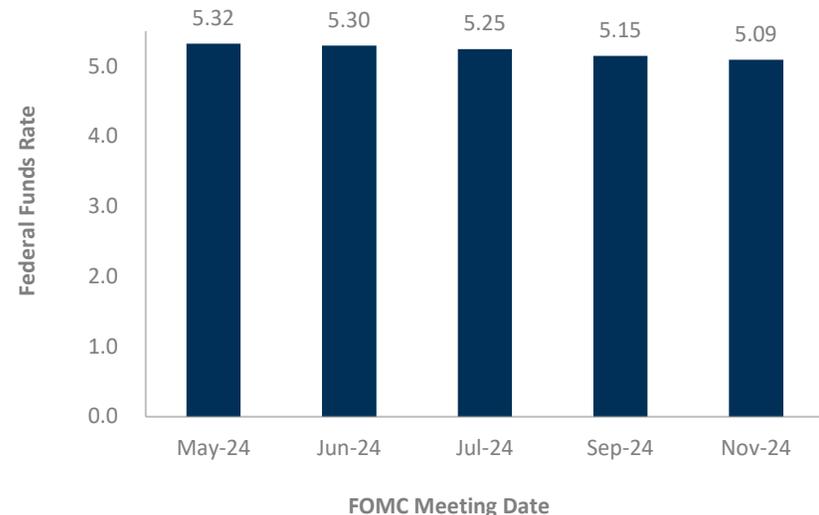
Bloomberg Consensus Yield Curve Projections (%)

Market Consensus Yield Curve Projections (%)					
	Current	Q2 2024	Q3 2024	Q4 2024	Q1 2025
Fed Funds	5.50	5.45	5.20	4.90	4.55
2-Yr UST	4.96	4.62	4.35	4.06	3.88
10-Yr UST	4.67	4.36	4.19	4.04	3.99
30-Yr UST	4.78	4.55	4.40	4.27	4.21

Market Consensus Probability of a Rate Hike at Upcoming Fed Meetings Calculated Using Fed Funds Futures. (Values > 100% indicate a greater than 25 bp hike)



Market Consensus Implied Overnight Effective Rate After Each Fed Meeting



PARK CENTRAL COMMUNITY FACILITIES DISTRICT, PHOENIX, ARIZONA
\$30,000,000 Special Assessment Revenue Bonds, Taxable Series 2019

Issuer and Project	<ul style="list-style-type: none"> The District was formed by the City of Phoenix to provide a vehicle for financing certain public infrastructure necessary for redevelopment of the land within the boundaries of the District The District is located on the former 40-acre Park Central Mall property which was being redeveloped to include new class A office space, retail, hotel, apartments and a new medical school for Creighton University As part of the Development Agreement, the City agreed to form the CFD and issue Special Assessment Revenue Bonds to fund a new 2,100 space parking garage. This was the first parking garage CFD financing completed in the State
Security and Rating	<ul style="list-style-type: none"> Special Assessment Revenue Bonds of the District, payable from assessments on any land in the District based on the benefit determined by the District's Board of Directors The Bonds were not rated
Structuring Features	<ul style="list-style-type: none"> The Bonds were structured as term bonds maturing from 2024 to 2044

Taxable Series 2019	
Pricing Date	June 6, 2019
True Interest Cost	5.488%
Par Amount	\$30,000,000

Term Bonds		
Maturity (July 1)	Par (\$000's)	Yield
2024	\$2,840	4.38%
2027	2,480	4.75%
2029	1,855	4.88%
2034	5,655	5.10%
2038	5,850	5.40%
2044	11,320	5.50%



FARALLON WATER CAMPUS PROJECT, BUCKEYE, ARIZONA
\$45,230,000 Excise Tax Revenue Obligations, Series 2024A

Issuer and Project	<ul style="list-style-type: none"> ▪ The Obligations financed the development of the Farallon Water Campus (FWC) ▪ The FWC project includes installation of three miles of raw water transmission lines and the construction of the first phase of a 20-acre water campus ▪ The Farallon Water Service Area covers nearly 4,900 acres and the project will provide potable water infrastructure to allow for residential, commercial and industrial development in an area that is currently mostly used for agriculture
Security and Rating	<ul style="list-style-type: none"> ▪ Excise Tax Revenue Obligations of the City, payable from and secured by revenues from Excise Taxes and State Shared Revenues ▪ S&P and Fitch assigned ratings of “AA+” and “AA,” respectively to the Obligations
Structuring Features	<ul style="list-style-type: none"> ▪ The Obligations were structured as serial bonds, maturing from 2025 to 2044, and were issued with an optional redemption feature beginning in 2033

Series 2024A	
Pricing Date	March 5, 2024
True Interest Cost	3.627%
Par Amount	\$45,230,000

Serial Obligations		
Maturity (July 1)	Par (\$000's)	Yield
2025	\$790	3.05%
2026	1,455	2.82%
2027	1,530	2.66%
2028	1,605	2.63%
2029	1,685	2.61%
2030	1,770	2.63%
2031	1,855	2.65%
2032	1,950	2.68%
2033	2,050	2.66%
2034	2,150	2.69%
2035	2,255	2.80%
2036	2,370	2.87%
2037	2,490	2.97%
2038	2,615	3.02%
2039	2,745	3.12%
2040	2,880	3.26%
2041	3,025	3.35%
2042	3,175	3.45%
2043	3,335	3.50%
2044	3,500	3.55%



COMMUNITY AND AQUATIC CENTER PROJECT, MARANA, ARIZONA
\$49,500,000 Pledged Excise Tax Revenue Obligations, Series 2024

Issuer and Project	<ul style="list-style-type: none"> ▪ The Obligations were issued to fund the construction of a multi-generational facility consisting of a 60,000 square foot community center and a 48,000 square foot outdoor aquatic center located near the Marana Municipal Complex ▪ The community center will include three full-size courts, an indoor 3-lane elevated track, fitness studios, community rooms, child watch, gaming room, lounge areas, locker rooms, and administration and support spaces ▪ The aquatic center will include a 25-yard competition pool with ten swim lanes and a diving well, a recreation pool, pool slides, sun deck, rentable cabanas and lawn space ▪ The location of the community center and aquatic center is expected to drive traffic to the developing downtown area
Security and Rating	<ul style="list-style-type: none"> ▪ Excise Tax Revenue Obligations of the Town, payable from and secured by revenues from Excise Taxes and State Shared Revenues ▪ S&P assigned rating of “AA” to the Obligations



Series 2024	
Pricing Date	January 25, 2024
True Interest Cost	4.075%
Par Amount	\$49,500,000

Serial Obligations		
Maturity (July 1)	Par (\$000's)	Yield
2024	\$2,725	3.25%
2025	1,445	3.12%
2026	1,520	2.89%
2027	1,595	2.80%
2028	1,675	2.75%
2029	1,760	2.71%
2030	1,810	2.87%
2031	1,905	2.94%
2032	2,000	2.97%
2033	2,100	3.06%
2034	2,205	3.07%
2035	2,315	3.15%
2036	2,430	3.24%
2037	2,550	3.36%
2038	2,675	3.48%
2039	2,810	3.56%

Term Obligations		
Maturity (July 1)	Par (\$000's)	Yield
2044	\$15,980	4.10%

S&P Global
Ratings

RatingsDirect®

Summary:

Sedona, Arizona; Miscellaneous Tax

Primary Credit Analyst:

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Rationale

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Summary:

Sedona, Arizona; Miscellaneous Tax

Credit Profile

Sedona excise tax (AGM)

Unenhanced Rating

AA-(SPUR)/Stable

Upgraded

Many issues are enhanced by bond insurance.

Rationale

S&P Global Ratings raised its underlying rating (SPUR) to 'AA-' from 'A' on Sedona, Ariz.'s existing excise tax revenue refunding bonds. The outlook is stable.

The raised rating reflects the application of our priority-lien tax revenue debt criteria, published Oct. 22, 2018, on RatingsDirect, which factors in both the strength and stability of the pledged revenue, as well as the general credit quality of the city, where taxes are distributed and collected (the obligor's creditworthiness, or OC). In our opinion, the priority-lien rating reflects the strength of the pledged revenue and is not constrained by our view of the city's underlying creditworthiness. The raised rating is further reflective of the continued growth in pledged revenue and the strengthened coverage on the bonds, which we expect will be maintained at a very strong level.

Security

The bonds are secured by lease rental payments from Sedona as lessee to U.S. Bank National Assn. as lessor, which are in turn secured by a first lien and pledge of the city's excise taxes and bed tax revenue, including city- and state-collected sales taxes, state revenue sharing, and fines and licensing fees. Lease payments are not subject to abatement or appropriation. The series 1998 and series 2012 bonds are on parity with the city's first series 2015 and second series 2015 excise tax bonds, both of which were privately placed.

Credit fundamentals

Key credit considerations include:

- A stable local tax base with an estimated population of 10,336 that is located within the Prescott metropolitan statistical area (MSA) and the Flagstaff MSA, coupled with very strong per capita income levels;
- Our view that nationwide sales taxes have historically demonstrated low volatility, in addition to our view of moderate volatility at the local level; and
- The city's maintenance of very strong coverage maximum annual debt service (MADS) of 4.5x, based on actual fiscal 2018 pledged revenue.

While the local economy is concentrated in the inherently volatile tourism industry, recent trends have been positive since the recession, as reflected in the double-digit growth in pledged sales and bed tax revenue since 2014. Current projections forecast a slowdown in revenue growth, but coverage on the lien is expected to remain very strong, further supported by a lack of additional debt plans and a declining debt service schedule.

Economic fundamentals: Adequate to weak

We consider the city's economy adequate, with some exposure to cyclicity and seasonality. Sedona, with an estimated population of 10,336, is in central Arizona, approximately 27 miles south of Flagstaff. The majority of the city is located in Yavapai County and benefits from the Prescott MSA, which we consider broad and diverse, although the MSA's population is relatively small at approximately 228,970. The remainder of the county is located within Coconino County and benefits from the Flagstaff MSA, which we do not consider broad and diverse. The city serves as a premier tourist, resort, retirement, and art center for the area, and thus, the city's local economy is largely anchored in tourism. Management estimates that the city hosts roughly 16,000 to 17,000 visitors daily during peak season. Historically, the city has been a wealthy retirement community, though in recent years there has been growth in short-term rentals and second homes. A recently hired economic development director has focused the city's economic development plans on improving economic diversity, stimulating local small business growth. In our opinion, median household effective buying income (EBI) is good at 108% of the national level, and per capita EBI is very strong at 163%, although we note that these figures may somewhat understate the wealth of the retiree population.

The Mountain region of the U.S. continues to lead the country in net migration from other states, and we expect most of these new residents to find work, with nonfarm employment growth expanding through 2021. As many of these new residents come with coastal-level buying power, we anticipate that median home price growth will give developers incentive to build in a region with plenty of land. However, projections for demand are not being reflected in housing starts and projections show that in 2019 every state but Arizona--which we anticipate will squeak in with 0.2% growth--will see declines. Further, we see the region's diverse portfolio of leading industries--professional services, natural resources and mining, and leisure and hospitality--and attractiveness to interstate migrants for its quality of life as helping it capture a portion of the growth that would otherwise flow to high-paying but even higher-costing metropolitan areas in the Pacific states. For more information, please see our report "U.S. State And Local Governments Will Need To Keep Their Hands On The Wheel," published July 31, 2019.

Volatility: Moderately low

We assess the volatility of revenue in order to determine the likelihood of the availability of revenue during different economic cycles. We have two levels of volatility assessment: macro and micro.

On a macro level, we consider sales and use tax revenue to have a low historical volatility assessment, based on total retail food and service sales data from the U.S. Census Bureau over the past two decades. Our macro volatility assessment begins with an assessment of the historical volatility of the economic activity being taxed, and includes an analysis of societal, demographic, political, and other factors that could affect these activities. Nationwide retail and food service sales have historically fluctuated moderately throughout severe economic downturns and price fluctuations, as sales of nonessential goods are relatively cyclical. However, we expect overall collections will remain relatively stable nationwide, given the relative inelasticity of demand for certain taxable goods and services.

On a micro level, local sales taxes, representing 67% of pledged revenue, demonstrated a more significant recessionary decline relative to national peers. The city's combined pledged revenue declined by about 21.4% between 2009 and 2012, and by 21.3% in fiscal 2010 alone. We note, however, that the city's pledged revenue recovered relatively quickly compared with peers' recovery, with total revenue fully rebounding by fiscal 2014, just two years after its nadir.

Over the past six years, the total pledged revenue trend has been strong, growing by an average annual rate of 10.9% between fiscals 2013 and 2018. We understand that the city's projections include flat growth in sales and bed tax revenue in coming years, reflective of a leveling off from the rapid growth following the recession.

The inclusion of state-shared sales and income taxes, which together account for 8.8% of overall pledged revenue, provides some additional revenue diversity and stability. The state-shared revenue is collected by the state and distributed to cities and towns monthly based on a statutory formula. The allocation of revenue to each city and town is based on their population relative to the aggregate population of all cities and towns as shown by the latest census. The city has seen consistent growth in state-shared revenue in recent years, benefitting from its growing population.

Coverage and liquidity: Very strong

Based on fiscal 2018 collections, the city's pledged revenue of \$26.1 million provides MADS coverage on the lien of 4.5x, which we consider very strong. The city's fiscal 2019 estimated actuals project a 4% increase in pledged revenue. The fiscal 2020 budget reflects a small decline in pledged revenue to account for a slowdown in sales and bed tax revenue growth, although we note that the city's projections have historically proven conservative. We expect coverage will remain at least very strong throughout the near-term horizon, given the expected pledged revenue growth, lack of additional debt plans, and strong reliance on pledged revenues for operations.

The additional bonds test (ABT) requires 1.5x MADS coverage by pledged excise taxes, which we consider adequate. While there is no debt service reserve fund, the city covenants to maintain rates such that pledged revenues cover MADS by 1.5x. We understand the city has no plans to issue additional debt at this time. Additionally, pledged revenue accounts for approximately 83% of total governmental funds' revenue, which we believe is a deterring factor for the city to issue debt to the fullest extent allowed under the ABT.

With very strong coverage and a moderately low volatility assessment based on our view of the dependability of sales and use taxes (the largest revenue stream), there is no downward adjustment to the strong coverage score that would indicate potential liquidity pressures.

Obligor linkage: Close

We believe the priority lien of pledged revenue provides some protection from operating risk; however, because taxes are collected monthly by the city, which then transfers to the trustee, we consider the flow of pledged revenue to be within the city's direct control. Under our criteria, this narrows the linkage between the priority-lien pledge and the OC, as we believe pledged revenue has some degree of exposure to operating risk. We assess the city's general operations, because we view overall creditworthiness as a key determinant of an obligor's ability to pay all of its obligations, including bonds secured by a special tax.

Rating linkage to Sedona

We consider the city's local economy to be very strong, based on wealth and income indicators, albeit somewhat limited due to its reliance on tourism. The city has historically maintained a very strong reserve position of about 50% of expenditures, per its internal policy, which was recently revised to a 30% minimum level. As a result, the city has intentionally reduced its reserve position to be more in line with its new reserve minimum, transferring excess reserves and recent general fund surpluses to its capital improvement fund. After accounting for these one-time transfers, the city's budgetary performance is what we consider strong, with operating surpluses in each of the last three audited fiscal years. The city's performance is further supported by what we consider strong financial management policies and practices and minimal pressure from long-term liabilities. We anticipate these credit factors will remain stable throughout the near term.

Outlook

The stable outlook reflects our view of the city's stable tax base, which has generated strong growth in pledged revenues in recent years as the tourism industry has recovered from the recession, supporting very strong coverage on the bonds. The outlook further reflects our expectation that coverage will remain very strong throughout the two year outlook horizon given the lack of additional debt plans and growing pledged revenue. Finally, the stable outlook reflects our view of the city's overall creditworthiness. We do not anticipate changing the rating within the outlook period.

Upside scenario

Should ongoing economic expansion diversify the tax base away from tourism and further strengthen the city's economic indicators to a level we consider strong, we could raise the rating. Additionally, we could raise the rating if coverage on the bonds is maintained at above 4.0x and we believe this will be sustained for multiple years.

Downside scenario

If pledged revenue declines considerably, or if the city issues a significant amount of additional parity debt, causing coverage to fall to levels that we would no longer consider strong, we could lower the rating. A downgrade is also possible if our opinion of the city's OC were to deteriorate by multiple notches.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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AGGREGATE DEBT SERVICE

City of Sedona, Arizona
Excise Tax Revenue Obligations Outstanding as of April 2024

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
07/01/2024	2,713,000	3,938,589	6,651,589	6,651,589
01/01/2025		737,930	737,930	
07/01/2025	5,735,000	737,930	6,472,930	7,210,859
01/01/2026		692,771	692,771	
07/01/2026	5,828,000	692,771	6,520,771	7,213,541
01/01/2027		646,644	646,644	
07/01/2027	2,523,000	646,644	3,169,644	3,816,287
01/01/2028		601,228	601,228	
07/01/2028	1,577,000	601,228	2,178,228	2,779,456
01/01/2029		564,181	564,181	
07/01/2029	1,653,000	564,181	2,217,181	2,781,362
01/01/2030		525,337	525,337	
07/01/2030	1,754,000	525,337	2,279,337	2,804,673
01/01/2031		484,070	484,070	
07/01/2031	1,832,000	484,070	2,316,070	2,800,140
01/01/2032		440,964	440,964	
07/01/2032	1,910,000	440,964	2,350,964	2,791,928
01/01/2033		396,018	396,018	
07/01/2033	1,990,000	396,018	2,386,018	2,782,037
01/01/2034		349,191	349,191	
07/01/2034	2,097,000	349,191	2,446,191	2,795,383
01/01/2035		306,441	306,441	
07/01/2035	2,179,000	306,441	2,485,441	2,791,882
01/01/2036		262,017	262,017	
07/01/2036	2,263,000	262,017	2,525,017	2,787,033
01/01/2037		215,877	215,877	
07/01/2037	2,373,000	215,877	2,588,877	2,804,753
01/01/2038		167,500	167,500	
07/01/2038	1,550,000	167,500	1,717,500	1,885,000
01/01/2039		136,500	136,500	
07/01/2039	1,600,000	136,500	1,736,500	1,873,000
01/01/2040		104,500	104,500	
07/01/2040	1,675,000	104,500	1,779,500	1,884,000
01/01/2041		71,000	71,000	
07/01/2041	1,750,000	71,000	1,821,000	1,892,000
01/01/2042		36,000	36,000	
07/01/2042	1,800,000	36,000	1,836,000	1,872,000
	44,802,000	17,414,924	62,216,924	62,216,924



**CITY COUNCIL
AGENDA BILL**

**AB 3052
April 23, 2024
Regular Business**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding ideas for possible resolutions for consideration by League of Arizona Cities and Towns’ Policy Committees as part of the League’s legislative agenda for 2025.

Department	City Manager’s Office
Time to Present	10 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	N/A
Exhibits	N/A

Finance Approval	Reviewed RMS 5/6/24		
City Attorney Approval	Reviewed 5/6/24 KWC		Expenditure Required
		\$	0
City Manager’s Recommendation	Discussion and direction to staff on preparing submittal(s) to the League. ABS 5/6/24		Amount Budgeted
		\$	0
		Account No. (Description)	N/A

SUMMARY STATEMENT

Background: Each year, the League of Arizona Cities and Towns (League) seeks suggestions from municipalities for legislative proposals for the forthcoming legislative session. Councilors have been asked to provide ideas for items they feel the League should consider. These will be forwarded to the appropriate League Policy Committee for review and consideration.

The five (5) Policy Committees are: 1) Budget, Finance and Economic Development (BFED); 2) General Administration, Human Resources and Elections (GAHRE); 3) Transportation Infrastructure and Public Works (TIPW); 4) Public Safety, Military Affairs and the Courts (PSMAC); and 5) Neighborhoods, Sustainability and Quality of Life (NSQL). Each Policy Committee meets on an as-needed basis when there are issues brought forward by Committee members for discussion. The Policy Committees ultimately vote on whether to move any proposal forward for consideration at the Annual Conference.

The purpose of this item is to discuss items suggested by City of Sedona Councilors to determine if they should be sent on to the League for further consideration. Suggested item:

Consider an amendment to A.R.S. 28-627(E)(1) (shown below) or related statute to create a program to allow police aides or other municipal employee to direct traffic and moving vehicles. This issue was raised by Vice Mayor Ploog. Councilor Furman offered to present the proposed

resolution to the League if approved by Council. League Staff recommended submitting the proposal to the Public Safety, Military Affairs and Courts Committee. If approved by Council and the relevant League Committee, League Legal Counsel will review the proposal and possibly suggest amendments.

Proposed Amendment:

A.R.S. 28-627. Powers of local authorities

...

E. In addition to the appointment of peace officers, a local authority may provide by ordinance for the appointment of:

1. Unarmed police aides or municipally approved private contractors who are employed or contracted by the police department and who are empowered to commence an action or proceeding before a court or judge for a violation of the local authority's ordinances regulating the standing or parking of vehicles. A municipally approved private contractor shall not include a relative of an employee or of an elected official of the municipality. The authority of the unarmed police aide or municipally approved private contractor as authorized in this section is limited to the enforcement of the ordinances of local authorities regulating the standing or parking of vehicles. Pursuant to rules established by the supreme court, an unarmed police aide appointed pursuant to this paragraph may serve any process originating out of a municipal court in the municipality in which the unarmed police aide is employed. Service of process under this paragraph shall only be made during the hours the municipal court is open for the transaction of business and only on court premises. This paragraph does not grant to unarmed police aides or municipally approved private contractors other powers or benefits to which peace officers of this state are entitled.

2. In cities or towns of less than 25,000, unarmed police aides or municipally approved private contractors may direct traffic at an intersection controlled by a traffic light if under the direct supervision of a peace officer on scene, and unarmed police aides or municipally approved private contractors may direct traffic at intersections not controlled by a traffic light without peace officer supervision. Unarmed police aides or municipally approved private contractors must attend a traffic flagger education course and receive traffic control certification prior to directing moving traffic.

23. Traffic investigators who may:

(a) Investigate traffic accidents within the jurisdiction of the local authority.

(b) Commence an action or proceeding before a court or judge for any violation of a state statute or local ordinance relating to traffic if the violation is related to a traffic accident within the jurisdiction of the local authority.

(c) Pursuant to rules established by the supreme court, serve any process originating out of a municipal court in the municipality in which the traffic investigator is employed. Service of process under paragraph 1 of this subsection shall only be made during the hours the municipal court is open for the transaction of business and only on court premises.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: submit the proposed amendment to A.R.S. 28-627(E) regarding unarmed Police Aides to the League of Arizona Cities and Town for further consideration as part of the League's 2025 legislative policy agenda.



CITY COUNCIL
AGENDA BILL

AB 3027
May 14, 2024
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

Department: City Manager
Time to Present: 15 Minutes
Total Time for Item: 30 Minutes
Other Council Meetings: Jan. 23, 2024; Feb. 13, 2024; Feb. 28, 2024; Mar. 12, 2024; Mar. 26, 2024; April 9, 2024; April 28, 2024
Exhibits: None

Table with 2 columns: Approval/Recommendation and Status/Date. Includes rows for Finance Approval, City Attorney Approval, and City Manager's Recommendation. To the right, a summary table shows Expenditure Required and Amount Budgeted, both as N/A.

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

Climate Action Plan/Sustainability Consistent: [] Yes - [] No - [X] Not Applicable

Board/Commission Recommendation: [] Applicable - [X] Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction purposes only.