AGENDA 4:30 P.M.

CITY COUNCIL MEETING Tuesday, November 10, 2026

SNOTES:

· 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 and translation services are available upon request. Please phone 928-862-3220 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 "Public Comment Card" and place it in the comment tray.
*When recognized, use the podium/microphone and state your name and city of residence
*Limit comments to 3 MINUTES.

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 a quorum of members of these other City

1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ MOMENT OF SILENCE
2. ROLL CALL/ MOMENT OF ART
3. CONSENT ITEMS - APPROVE
   a. Minutes - October 27, 2026 City Council Special Meeting.
   b. Minutes - October 27, 2026 City Council Regular Meeting.
   c. Minutes - October 28, 2026 City Council Special Meeting - Executive Session 1:30 p.m.
   d. Minutes - October 28, 2026 City Council Special Meeting - Executive Session 3:00 p.m.
   e. Minutes - October 28, 2026 City Council Special Meeting.
   f. Approval of Sedona Kindness Day Proclamation, November 13, 2026.
   g. Approval of Navy Week in Sedona Proclamation, November 9-16, 2026.
   h. AB 3420 Approval for award of a three-year contract with Pratt Brothers Entermazemen for holiday decorating in the City of Sedona, not-to-exceed $240,000.
   i. AB 3422 Approval to purchase a 2026 John Deere 710P Backhoe with Werk-Brau Main Pin Hydraulic Thumb from RDO Equipment, pursuant to Sourcewell Contract No. #011723-JDC in an amount not-to-exceed $256,533.
   j. AB 3427 Approval of a third-party plan review contract with Building Code Solutions for up to 5-years of service in an amount not-to-exceed $850,000.
   k. AB 3421 Approval of award for a Linking Agreement for the PR-03C Ranger Station Park Improvements – Restroom Facilities to Public Restroom Company (PRC) in the amount of $447,606.00.
4. APPOINTMENTS - None.
5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER & COUNCIL ASSIGNMENTS
6. EXECUTIVE SESSION REPORT
7. 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.)
8. PROCLAMATIONS, RECOGNITIONS & AWARDS
   a. Recognition of Arizona State Legislative District 1 Representatives.
   b. Sedona Kindness Day Proclamation, November 13, 2026.
   c. Navy Week in Sedona Proclamation, November 9-16, 2026.
9. REGULAR BUSINESS
   a. Discussion/**possible action** regarding items pulled off 3. Consent Items.
   b. AB 3402 **Discussion/possible action** on the Parking Work Group's recommendations for the Uptown Employee Parking Strategy.

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.

c. AB 3390 **Presentation/discussion** regarding quarter one of Fiscal Year 2027 budget to actual results for the general fund, capital improvement projects fund, and wastewater fund.

d. AB 3066 **Discussion/possible action** regarding future meeting/agenda items.

10. 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.

11. ADJOURNMENT

Posted: 11/06/2026
By: DJ

_____
JoAnne Cook, CMC, City Clerk

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 27, 2026, 11:00 a.m.

1. Call to Order

Mayor Ploog called the meeting to order at 11:00 a.m.

2. Roll Call

Roll Call: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Melissa Dunn, Councilor Kathy Kinsella, Councilor Pete Furman, Councilor Derek Pfaff and Councilor Charlotte Hosseini.

The Planning and Zoning Commission's Chair Sarah Wiehl was in attendance and provided feedback to City Council.

Staff in attendance: Interim City Attorney Monique Coady and Deputy City Clerk Marcy Garner.

3. Special Business

a. Discussion/consideration and possible action regarding the employment, assignment, and appointment of a Planning & Zoning applicants including interview of the following applicants.

I. Jonathon Kerchner, 11:00 a.m.

II. Mary Quin, 11:45 a.m.

III. Rebecca Seidenkranz, 1:00 p.m.

IV. Lynda Ring-Erickson 1:45 p.m.

Jonathon Kerchner started his interview at 11:03 a.m. and answered questions by Council, ending at 11:33 a.m.

Break from 11:33 a.m. to 11:40 a.m.

Mary Quin started her interview at 11:40 a.m. and answered questions by Council, ending at 12:04 p.m.

Break from 12:04 p.m. to 1:00 p.m.

Rebecca Seidenkranz started her interview at 1:00 p.m. and answered questions by Council, ending at 1:38 p.m.

Lynda Ring-Erickson started her interview at 1:44 p.m. and answered questions by Council, ending at 2:15 p.m.

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) and A.R.S § 38-431.03(A)(1).

b. Return to open session. Discussion/possible action on executive session items.

Motion: Councilor Kinsella moved to go into Executive Session at 2:16 p.m. Seconded by Vice Mayor Fultz. Motion carried with seven (7) in favor (Ploog, Fultz Hosseini, Kinsella, Dunn, Furman and Pfaff).

Reconvened in open session at 3:06 p.m.

Motion: Councilor Kinsella moved to reappoint Jo Martin to a seat on the Planning & Zoning Commission for a term that will begin on November 1, 2026, and end October 31, 2029, or until a successor is appointed, whichever is later. Seconded by Councilor Pfaff. Motion carried with seven (7) in favor (Ploog, Dunn, Hosseini, Kinsella, Furman, Fultz and Pfaff) and zero (0) opposed.

By a show of hands, Council selected their top choice for the remaining seat. Jonathon Kerchner received five (5) of the votes and Mary Quin received the other two (2) votes.

Motion: Councilor Kinsella moved to appoint Jonathon Kerchner to a seat on the Planning & Zoning Commission for a term that will begin on November 1, 2026, and end October 31, 2029, or until a successor is appointed, whichever is later. Seconded by Councilor Pfaff. Motion carried with seven (7) in favor (Ploog, Dunn, Hosseini, Kinsella, Furman, Fultz and Pfaff) and zero (0) opposed.

5. Adjournment

Mayor Ploog adjourned the meeting at 3:09 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 27, 2026.

_____ _____

Marcy Garner, Deputy City Clerk Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 27, 2026, 4:30 p.m.

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

Mayor Ploog called the meeting to order at 4:37 p.m.

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Melissa Dunn, Councilor Pete Furman, Councilor Kathy Kinsella, Councilor Derek Pfaff, and Councilor Charlotte Hosseini.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Deputy, City Manager Barbara Whitehorn, Deputy City Manager Lauren Browne, Interim City Attorney Monique Coady, Police Chief Stephanie Foley, Patrol Commander Jason Young, Communications & Public Affairs Manager Julie Graham, Public Relations Analyst Kegan Hall, Director of Public Works Roxanne Holland, Trails Coordinator Phillip Yates Multi-Modal Coordinator, GIS Manager Aaron Seifert, Transit Administrator Guillermo Gonzalez, Financial Services Coordinator Jordan Corneliusen, and City Clerk JoAnne Cook.

2. Roll Call

The roll call was conducted by JoAnne Cook.

3. Consent Items

a. Minutes - October 13, 2026 City Council Special Meeting - Executive Session.

b. Minutes - October 13, 2026 City Council Regular Meeting.

c. Minutes - October 14, 2026 City Council Special Meeting - Executive Session.

d. Minutes - October 14, 2026 City Council Special Meeting.

e. AB 3406 Approval of a recommendation regarding a new Series 12 Restaurant, Liquor License for La Casa Del Mezcal, located at 269 N SR 89A, (also known as 273 N SR 89A) Sedona, AZ (Job/Application #414251).

f. AB 3411 Approval of a Resolution for the Arizona State Park's Off-Highway Vehicle grant application sponsored by the Sedona Police Department.

g. AB 3412 Approval for authorization to submit a Section 5305(e) grant application through the Northern Arizona Council of Governments (NACOG) which, if awarded, would be used to expand the scope of the upcoming Transit Master Plan refresh.

h. AB 3370 Approval of an Agreement between the City of Sedona and Arizona Water Company related to water-system improvements in Uptown Sedona.

Item 3h AB #3370 was pulled off Consent Items by local resident Jen Farnsworth. See Regular Business item 9a for details.

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

4. Appointments

a. AB 3408 Discussion/possible action for approval of appointment of Steve Henry as an Associate Magistrate for the Sedona Magistrate Court.

Motion: Councilor Fultz moved to approve the appointment of Steve Henry as an Associate Judge Magistrate in the Sedona Magistrate Court for a two-year term, effective immediately. Seconded by Councilor Dunn. Vote: 7-0 Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

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

6. Executive Session Report

Monique Coady advised that Council appointed Johnathan Kerchner to the Planning and Zoning Commission.

7. Public Forum

Opened to the public at 4:40 p.m.

Tim Perry, Sedona, spoke against the Planning and Zoning (P&Z) Commission interviews, conducted at the earlier Special Meeting, and zoning in Sedona. He spoke in favor of the appointment.

Carl Jackson, Sedona, requested the City change the definition of single family residential housing in the Sedona Land Development Code to mirror the City of Scottsdale's definition of family to be "no more than 6 adults with dependent children".

Jon Thompson, Sedona, spoke regarding 4th Installment of the Moment of Moo and. Email Jon at sedonajon@me.com with questions and comments.

The following voiced concerns with concrete testing and results at the parking garage and requested the reports and the completed concrete remediations be discussed during a Council meeting: Robert Koster, Sedona, Jim Murphy, Sedona, Henry Silbiger, Sedona, Sandra B, Sedona.

Mayor asked Interim City Manager, Kevin Phelps to address these concerns and bring forward to City Council in a manner that he determines best.

Brought back to City Council at 5:01 p.m.

8. Proclamations, Recognitions & Awards - None.

Mayor Ploog announced item 3c AB 3339 would be heard prior to item 3b 3398.

9. Regular Business

a. Discussion/possible action regarding items pulled off "3. Consent Items".

Consent Item 3h AB 3370 was pulled from Consent Items by local resident Jen

Farnsworth.

Opened to the public at 5:02 p.m.

Jen Farnsworth, Sedona, spoke on an unrelated topic and was directed by Mayor Ploog that she must speak directly to the Agreement order to continue speaking on the pulled item. Ms. Farnsworth had nothing further to say.

Brought back to City Council at 5:03 p.m.

Motion: Vice Mayor Fultz moved to approve Consent Item 3h AB 3370. Seconded by Councilor Dunn. Vote: 7-0. Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

Break at 7:03 p.m. Reconvened at 7:23 p.m.

b. AB 3398 Report from the City Council Performance Audit Committee, and direction from City Council regarding performance auditing.

Presentation by Barbara Whitehorn and Kevin Saionzkowski, CPA, CFE, Vice Chair - ALGA Advocacy Committee. Performance Audit Committee members Councilor Melissa Dunn, Vice Mayor Fultz, and Councilor Furman provided feedback.

Questions and comments from City Council.

Opened to the public at 8:42 p.m.

Tim Perry, spoke in opposition to this item.

Brought back to City Council at 8:44 p.m.

Comments and questions from City Council.

Staff will bring more information regarding performance audits for discussion during the Council Retreat in December.

c. AB 3339 Presentation/discussion by United States Forest Service Red Rock Ranger District, Red Rock Trail Fund, Verde Valley Cyclist Coalition and Friends of the Forest regarding Sedona area trail system projects and partnerships.

Mayor Ploog read a letter of thanks to Council and residents from U.S. Forest Service State Forester and Director Arizona Department of Forestry and Fire Management, Thomas Torres for the banners and for their generosity and support.

Presentation by Alex Schlueter, U.S. Forest Service District Ranger.

Questions and comments from City Council.

Presentation by Friends of the Forest members Melissa Pontikes, Tracy Randall, and Dick Williams.

Questions and comments from City Council.

Opened the public comment at 6:36 p.m.

Curtis Kommer, Sedona, spoke against any new trail construction on an already stressed trail system and community.

Lars Romig, Sedona, spoke in favor of Red Rock Trail Fund project.

Brought back to City Council at 6:41 p.m.

Comments and questions from City Council.

No action taken, for presentation and discussion only.

d. AB 3066 Discussion/possible action regarding future meeting/agenda items.

10. 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.

11. Adjournment

Mayor Ploog adjourned the meeting at 9:09 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on October 27, 2026.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
Sedona City Hall, Vultee Conference Room
106 Roadrunner Drive, Sedona, Arizona
Wednesday, October 28, 2026, 1:30 p.m.

1. Call to Order

Mayor Ploog called the meeting to order at 1:30 p.m.

2. Roll Call

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Pete Furman, Councilor Melissa Dunn, Councilor, Councilor Charlotte Hosseini, Councilor Kathy Kinsella, and Councilor Derek Pfaff.

Staff Present: Human Resources Manager Russ Martin, Deputy City Managers Barbara Whitehorn, and City Clerk JoAnne Cook.

Motion: Councilor Kinsella moved to go into Executive Session at 1:31 p.m. Seconded by Vice Mayor Fultz. Motion carried with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, and Pfaff) and zero (0) opposed.

3. Executive Session

JoAnne Cook gave the admonition.

a. **Discussion and consultation regarding personnel matters, specifically to discuss the recruitment for employment, and/or appointment of a person to fill the City Attorney position and for legal advice with the City Attorney. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1&3).**

Council discussed recruitment and appointment of City Attorney position with the Mosaic recruiting firm and the Human Resources Manager.

Council began the interview with the candidate at 1:41 p.m. and ended at 2:29 p.m.

b. Return to open session. Discussion/possible action regarding executive session items.

Reconvened in open session at 3:00 p.m.

No motion taken.

4. Adjournment

Mayor Ploog adjourned the meeting at 3:02 p.m. with no objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 28, 2026.

_____ _____
JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
Sedona City Hall, City Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Wednesday, October 28, 2026, 3:00 p.m.

1. Call to Order

Mayor Ploog called the meeting to order at 3:02 p.m.

2. Roll Call

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Pete Furman, Councilor Melissa Dunn, Councilor, Councilor Charlotte Hosseini, Councilor Kathy Kinsella, and Councilor Derek Pfaff.

Staff Present: Human Resources Manager Russ Martin, Deputy City Managers Barbara Whitehorn, and City Clerk JoAnne Cook.

Motion: Councilor Kinsella moved to go into Executive Session at 3:02 p.m. Seconded by Vice Mayor Fultz. Motion carried with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, and Pfaff) and zero (0) opposed.

3. Executive Session

JoAnne Cook gave the admonition.

a. Discussion and consultation of the city manager evaluation policy of Interim City Manager Kevin Phelps including expectations and goal setting. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

JoAnne Cook left the closed session portion of the meeting at 3:06 p.m.

b. Return to open session. Discussion/possible action regarding executive session items.

Reconvened in open session at 4:27 p.m.

No action taken.

4. Adjournment

Mayor Ploog adjourned the meeting at 4:27 p.m. with no objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 28, 2026.

_____ _____
JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, October 28, 2026, 4:30 p.m.

1. Call to Order

Mayor Ploog called the meeting to order at 4:30 p.m.

2. Roll Call/Introductions

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Kathy Kinsella, Councilor Melissa Dunn, Councilor Charlotte Hosseini, Councilor Pete Furman and Councilor Derek Pfaff.

Staff Present: City Manager Anette Spickard, Interim City Manager Kevin Phelps, Deputy City Manager Lauren Browne, Interim City Attorney Monique Coady, Community Development Director Tony Allender, Tourism Manager Andrew Grossmann and Deputy City Clerk Marcy Garner.

Tourism Advisory Board Members Present:

Vice Chair Althea Johnson, Alisha Hansen, Brett Labit, Gregory Stein, Julie Richard, Lars Romig, Lindsay Hammersmith and Robert Pifke.

Mayor Ploog and Council recognized that this would be City Manager Anette Spickard's final City Council meeting. Council thanked Anette for her dedicated service to the City of Sedona and presented her with a gift on behalf of the City Council in appreciation.

Break from 4:45 p.m. to 5:00 p.m.

3. Special Business

a. AB 3391 Discussion/possible action regarding an update from City Staff and the Sedona Tourism Advisory Board about the results of the Future of Tourism and the Sedona Experience Community Input Sessions and presentation and approval of the 2026 Sedona Tourism Plan.

Presentation by Tourism Manager Andrew Grossmann including input from members of the Tourism Advisory Board Members in attendance.

Questions and comments from Council and Staff during the presentation.

Council unanimously supported staff's recommendations for the 2026 Sedona Tourism Plan.

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

4. Adjournment

Mayor Ploog adjourned the meeting at 6:40 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 14, 2026.

_____ _____

Marcy Garner, CMC, Deputy City Clerk Date

Office of the Mayor
City of Sedona, Arizona

Proclamation
Sedona Kindness Day
November 13, 2026

WHEREAS, "Kindness gives birth to kindness"- Sophocles; and

WHEREAS, "Kindness is the language the deaf can hear and the blind can see"- Mark Twain; and

WHEREAS, “Deeds of kindness are equal in weight to all the commandments"- The Talmud; and

WHEREAS, kindness is a fundamental part of the human condition which bridges the divides of race, religion, politics, and gender; and

WHEREAS, in 1998, World Kindness Day was introduced by the World Kindness Movement, to highlight good deeds in all communities, focusing on the positive power and the common thread of kindness that binds us; and

WHEREAS, a group of Sedona citizens formed SedonaKind to help spread kindness and encourage acts of kindness locally and around the world, and to urge all citizens to create their own acts of kindness, to pay it forward, and to match the magic and transformative powers of our Red Rocks with the kindness of all the citizens who live here.

NOW, THEREFORE, I, BRIAN FULTZ, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, in recognition of the historical value and the international commitment to observing a day to celebrate kindness, do hereby proclaim Friday, November 13, 2026 as Sedona Kindness Day and encourage all citizens of Sedona to acknowledge and take to heart the statement by Seneca "Wherever there is a human being, there is an opportunity to be kind".

Issued this 10th day of November, 2026.

_____
Brian Fultz, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

RECEIVED
SEP 09 2026
Sedona City Clerk

City of Sedona Proclamation Request Form

Full Name of Contact Person	Julie Lilly
Contact Phone Number	[redacted]
Contact Mailing Address	[redacted]
Contact Email Address	Juliclilly 11@ gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Sedona Kindness Day
Website Address (if applicable)	SedonaKind.org
Name of the sponsor(s) of the Proclamation (3 Council members or the City Manager)	Councilors Hosseini, Kinsella, and Pfaff.
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	Nov 13, 2026
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 ☐ Pick up Proclamation
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.	Ellie Debo 541-441-7631 elliedebo13@gmail.com Julie Lilly 2144551198 Juliclilly11@gmail

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

Sedona Kind began as a project of Cornucopia Community avocates in November 2015 and in 2020 became its own non profit. Our mission statement has always been to encourage kindness large and small, Locally and around the world.
We have partnered with non profits and organization to create Kindness events.
We read Kindness and gratitude stories to West Sedona and Oak creek schools. We continue to sew dresses for "Dress a girl around the World", knit blankets for veterans, and hats for school children. We host a veterans breakfast in May. We are looking at maybe participating in "get loud" at the library.
We continue to pass kindness charms in town and around the world.

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?

We would be honored to have City of Sedona once again proclaim November 13th as "Sedona Kindness Day" as we continue to move forward bring and encouraging Kindness in our city.
We are planning on partnering with SIFF on November 13th to show a kindness movie as a fund raiser.
our favorite quote " Be Kind whenever possible, It is always possible."
As a tourist town we encourage everyone to be Kind to each other.

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

Office of the Mayor
City of Sedona, Arizona

Proclamation
Navy Week in Sedona
November 9th - 16th, 2026

WHEREAS, the United States is a maritime nation, and the United States Navy protects America at sea, defends our freedom of navigation, and safeguards the prosperity that flows from a secure global economy; and

WHEREAS, the United States Navy plays a vital role in ensuring the safety and security of critical resources and goods, including more than $44.4 billion in annual exports from the State of Arizona; and

WHEREAS, the Navy's global mission is supported by more than 4,900 active-duty Sailors, more than 2,000 Navy Reservists, and 8,370 active-duty and Reserve retirees who call Arizona home; and

WHEREAS, the citizens of Arizona take great pride in supporting the future Virginia-class guided-missile submarine, the PCU Arizona (SSN 803), which carries forward the legacy of the battleship USS Arizona and the 1,177 Sailors and Marines lost at Pearl Harbor; and

WHEREAS, as the Nation celebrates its 250th anniversary in 2026, Navy Weeks across the country serve as symbolic stops on a celebratory "Road Trip to 250" across the United States to highlight the Navy's history, heritage, and continued commitment to defending freedom and supporting American communities; and

WHEREAS, Flagstaff and its neighboring communities, including Sedona, have been selected to host Flagstaff Navy Week, one of only 12 cities nationwide to celebrate a Navy Week in 2026 and one of eight first-time Navy Week host communities, bringing Sailors, equipment, and interactive exhibits to Northern Arizona for a series of performances, educational activities, community events, and service projects designed to give residents a firsthand look at the Navy's mission and the men and women who serve our nation around the world.

NOW, THEREFORE, I, BRIAN FULTZ, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim November 9th -16th as Navy Week in Sedona.

Issued this 10th day of November, 2026.

_____
Brian Fultz, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

City of Sedona Proclamation Request Form

Full Name of Contact Person	Skip Daum
Contact Phone Number	[redacted]
Contact Mailing Address	[redacted]
Contact Email Address	skipdaum@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	United States Navy's "Navy Week in Sedona" program is to be delivered on Veterans Day at the Sedona Heritage Museum. The event honors those sailors who perished at Pearl Harbor and for whom the Navy's new submarine is being named "Arizona".
Website Address (if applicable)	**n/a**
Name of the sponsor(s) of the Proclamation (3 Council members or the City Manager)	City Council
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	Nov. 11, 2026. 11-1:00
Would you like to attend a Council meeting for the formal presentation of the Proclamation, or would you like to pick it up?	Presentation
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.	Skip Daum

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

The mission of the US Navy Office of Community Outreach is to reach out to all citizens across America and has chosen Sedona as one of only eight first time host communities bringing Sailors, equipment, and interactive exhibits and educational events to honor all veterans and to update communities about the Navy's current and future activities. There are more than 14,000 service members in Arizona.

As the nation celebrates its 250th anniversary this year, "Navy Week in Sedona" serves as symbolic stops on a celebratory "Road Trip to 250" across America to highlight the Navy's history, heritage, and continued commitment to defending freedom and supporting American communities.

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?

Sedona's residents include hundreds of Veterans and hundreds more family members. Most are retired yet very active in community events and issues that Council addresses. They have served the country and continue to serve our community on boards, commissions, committees, and various not-for-profit charitable and service-oriented organizations.

Our military park commemorates the fallen heroes and all branches of service, including the United States Navy. The Navy is constructing its newest submarine it has chosen to name it the USS Arizona.

168 members attended last year's Veterans Day at the Heritage Museum, and we expect more this year given the program planned by the Navy, including sailors presenting the colors, a keynote speaker and music.

The event will be promoted in newspapers, online, and in various emails reaching throughout the Verde Valley Community. Press will be attending and the event will be videotaped.

CITY COUNCIL AGENDA BILL

AB 3420
October 21, 2026
Consent Items

Agenda Item: 3h
Proposed Action & Subject: Approval for award of a three-year contract with Pratt Brothers Entermazement for holiday decorating in the City of Sedona, not-to-exceed $240,000.

Department	Parks & Recreation / Josh Frewin
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	None
Exhibits:	A. Contract B. Proposal and Scoring

Finance Approval	JMC Reviewed 10/27/26
City Attorney Approval	MKC 10/30/2026
City Manager's Recommendation	Recommend approval BW for KP 11/3/2026

Expenditure Required

$ 80,000 per year and $240,000 over 3 years.

Amount Budgeted

$ $90,000 annually as part of 10-5242-24-6405 (Special Events Professional Services)

Account No. (Description)

SUMMARY STATEMENT

Background: Every year, the City contracts for the installation, maintenance and removal of holiday decorations throughout Sedona. The goal this year was to enter into a three-year contract to ensure consistent and predictable pricing as well as to avoid seeking a new vendor and contract or linking agreement annually, as done in previous years.

Request for Proposal (RFP) 27-02 was issued September 16, 2026, solicitating proposals for Holiday Lighting Decor Installation, Maintenance, & Removal; the submission deadline was October 7, 2026. 453 vendors were notified, and 34 viewed the City's RFP.

Four responses were received from the following vendors:

- Christmas Light Decorators
- Custom Holiday Lights
- Pratt Brothers Entermazement
- XIEagle

The four proposals were evaluated by the Parks & Recreation department using the following criteria:

- Experience & Qualifications: 30 Points
- Project Understanding & Approach: 40 Points
- Cost: 30 Points

Among the four vendors, the proposal from Pratt Brothers Entermazement scored the highest, with 86.67 out of a possible 100 points. The proposal is attached, Exhibit B. With Council approval, this vendor will be awarded a three-year contract in an amount not to exceed $240,000.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No – X Not Applicable**

Board/Commission Recommendation: ☐**Applicable -X Not Applicable**

Alternative(s): Council can choose not to approve the contract.

MOTION

I move to: approve the award of a three-year contract with Pratt Brothers Entermazement for holiday decorating in the City of Sedona, not-to-exceed $80,000 per year over the three-year period, not-to-exceed $240,000, subject to final approval of the written agreement by the City Attorney's Office.

CITY OF SEDONA
CONTRACT FOR GOODS AND/OR SERVICES

This Contract for Goods and/or Services ("Agreement") is entered into as of _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City") and Pratt Brothers Entermazement, LLC, an Arizona limited liability company ("Contractor").

RECITALS

A. The City intends to purchase goods and/or services as defined by the Sedona City Code, Section 3.050.010, for the benefit of the public and with public funds as more fully set forth in the Scope of Work, **Exhibit A**, attached and incorporated herein by this reference.

B. The City desires to contract with Contractor to purchase the goods and/or services set forth in **Exhibit A** and Contractor desires to enter into this Agreement to provide the goods and/or services in accordance with terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. Term/Termination.

   A. Term. The term of this Agreement begins on the Effective Date and terminates on **February 28, 2029**, or at such time as the work in the Scope of Work, **Exhibit A**, is completed, whichever occurs first.

   B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.

   C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) invoicing the Contractor; (3) collection against the Performance Bond if applicable, or (4) a combination of the aforementioned remedies or any other remedies as provided by law.

D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the City all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge is owed by City to Contractor in the event of termination.

E. Appropriation of Funds. 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.

F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

G. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, at the City's discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement processes to select a contractor to provide goods and/or services similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

2. Scope of Work.

A. Contractor shall provide City the goods and/or services identified in the Scope of Work attached as **Exhibit A** for **Holiday Lighting Decor Installation, Maintenance, & Removal** (the "Project"). No terms or conditions set forth or referenced in **Exhibit A** will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement.

B. Contractor shall furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the Scope of Work. The City has no obligation to provide Contractor with any equipment, business registrations, licenses, tools, or materials. The Contractor shall work closely with the City and its designated employees. The Contractor shall perform the work required by and outlined in **Exhibit A** to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment that is ordinarily exercised under similar circumstances by reputable members of its trade in conformity with the best standards in the industry at the time and locality where the services are provided.

C. Contractor Qualifications. The Contractor hereby warrants that it is qualified by experience, work force and materials to assume the responsibilities and complete the Scope of Work and has all requisite corporate authority and professional licenses in good standing that are required by law. As applicable, Contractor shall maintain a

valid license through the Arizona Register of Contractors for any types of work or services provided for the Project required by A.R.S. §32-1122 and related provisions and obtain a business license from the City if applicable.

D. Ownership of Documents. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of the City and are to be delivered to the City before the final payment is made to the Contractor. Contractor hereby grants to the City an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data and documents (including electronic documents and files prepared or furnished by Contractor pursuant to this Agreement. Any modifications made by the City to any of Contractor's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

E. Compliance with Law. It is required that the work and services to be performed by Contractor pursuant to this Agreement shall be done in compliance with all applicable laws, ordinances, rules and regulations.

F. Inspection; Acceptance. All goods provided and/or services performed by Contractor are subject to inspection and acceptance by the City at reasonable times during Contractor's performance.

G. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in **Exhibit A**.

H. Corrections. Contractor shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the goods provided and/or services performed as applicable to the Scope of Work.

I. Key Personnel. Contractor shall utilize the key personnel, if any, listed in Exhibit A. Contractor shall not change the listed key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the City. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

J. Notice to Proceed. Unless otherwise noted by City, complete execution of this Agreement by both parties constitutes official notice to proceed with the work.

3. Compensation; Billing.

A. City shall compensate Contractor as provided in the Scope of Work, **Exhibit A**.

B. The total purchase price for the goods and/or services purchased under this

Agreement shall not exceed **$240,000**.

C. Payment. Unless otherwise agreed to by the City in writing, Contractor will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of goods and/or services and a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City. Payment may be subject to or conditioned upon City's receipt of unconditional waivers and releases on final payment from all subcontractors. If a dispute over payment arises, Contractor shall continue to render services in a timely manner. Payment by the City does not constitute a waiver of any rights or claims by the City. Unless approved in advance by the City in writing, payment will be made via the Automated Clearing House (ACH) network.

D. Invoices. No terms or conditions set forth or referenced in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:

1. Contractor name, address, and contact information;
2. City PO Number;
3. Project name;
4. Date of service or delivery;
5. Description of goods or services provided;
6. If goods provided, the quantity delivered and pricing of each unit and if services are provided, the quantity of services and pricing of each service;
7. If applicable, mileage or travel costs; and
8. Total amount due.

E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless included in the Scope of Work, **Exhibit A**, or expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

F. Taxes. The price included in Scope of Work, **Exhibit A**, shall include all applicable sales taxes pursuant to Sedona City Code, Section 3.05.030. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor other than applicable sales tax specifically included in **Exhibit A**.

G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge not in accordance with this Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity

to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement require a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract.

5. Indemnification. To the fullest extent permitted by law, Contractor will indemnify, defend and hold harmless 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 Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's performance of this Agreement. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the performance of the Scope of Work by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification provision shall survive the expiration of the Agreement.

6. Insurance.

A. General. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City. **The Contractor shall submit certificate(s) of insurance from the Contractor's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City.** The Certificate shall specifically identify this Agreement/Project and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.

1. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000.00 each accident
Bodily Injury by disease	$1,000,000.00 policy limit
Bodily Injury by disease	$1,000,000.00 each employee

2. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general

aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, for each of the Contractor's owned, hired, scheduled, or non-owned automobiles assigned to or used in the performance of the Scope of Work.

B. All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. Blanket endorsements are acceptable.

C. The following policies shall include **Additional Insured endorsements** with the City of Sedona as the additional insured: Automobile Liability Insurance and Commercial General Liability. Blanket endorsements are acceptable.

D. All required insurance coverages shall be procured and maintained with forms and insurers acceptable to City, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

E. 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.

F. Failure on the part of Contractor 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 Agreement, 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 Contractor to City upon demand, or City may offset the cost of the premiums against any monies due to Contractor from City.

G. City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. Contractor agrees to execute any and all documents necessary to allow City access to any and all insurance policies and endorsements pertaining to this Agreement.

H. 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.

7. Licenses and Permits. Contractor and any subcontractors shall maintain and keep current

any Federal, State, and local licenses and permits required as applicable to this Agreement.

8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement 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 Agreement or the subject matter thereof and consent to a trial to the court.

10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is an employee of City for any purpose.

11. Non-discrimination. Contractor, its agents, employees, contractors 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. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/ subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A); ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsutant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. 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.

14. Notices. Any notice or communication between Contractor and City that may be required,

or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Josh Frewin, Parks & Recreation Director
102 Roadrunner Drive
Sedona, AZ 86336

Via email: JFrewin@SedonaAZ.gov

CONTRACTOR: Pratt Brothers Entermazement, LLC
Attn: Sammy Pratt
11330 N. Sundown Drive
Scottsdale, AZ 85260

Via email: sammy@prattbrotherschristmas.com

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

16. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, 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 agree that in the event of litigation arising from this agreement, 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.

17. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

18. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor 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.

19. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.

20. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

21. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF SEDONA, ARIZONA

_____
Kevin Phelps, Interim City Manager

ATTEST:

_____
Joanne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Monique Coady, Interim City Attorney

PRATT BROTHERS ENTERMAZEMENT LLC

By:_____

Printed Name: _____

Title:_____

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

EXHIBIT A

SCOPE OF WORK AND COSTS
(including all applicable sales tax)

SECTION 5 - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: Pratt Brothers Entermazement, LLC

List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. **If there are no exceptions, state "NONE."**

Exceptions:

NONE

If additional space is needed, include additional copies of this page.

SECTION 6 - SUBMITTAL FORM

In response to the Request for Proposals, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, services, permits, supervision, equipment and equipment rental, and its capability to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for:

HOLIDAY LIGHTING DÉCOR INSTALLATION, MAINTENANCE, & REMOVAL

Respondent certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addendum thereto; that they are submitting a proposal in strict accordance with the Instructions in this document; and that they have carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that they have examined the proposal documents thoroughly, studied and carefully correlated respondent's observations with the proposal documents and all other matters which can in any way affect the work.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

Pratt Brothers Entermazement, LLC	
Offeror (Entity Name)	Signature
3637 N 34th Ave	Sammy Pratt
Street & Mailing Address	Print Name of Signator
Phoenix, AZ 85017	Owner / Authorized Representative
City, State and Zip	Title of Signator
480-440-1340	480-440-1340
Telephone No.	Mobile No.
sammy@prattbrotherschristmas.com	10/6/26
E-mail Address	Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

Same as above - Phoenix, Arizona

Acknowledgment of Addenda (if any):

Addendum 1 Acknowledged Date Received 10/6/26
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

ADDENDUM NO. 1

For

HOLIDAY LIGHTING DÉCOR SERVICES INSTALLATION, MAINTENANCE & REMOVAL

RFP No. 27-02

ISSUED

October 1, 2026

CITY OF SEDONA CONTACT

Ian Coubrough, CPPB
Procurement Officer
106 Roadrunner Drive
Sedona, AZ, 86336
icoubrough@sedonaaz.gov

The City of Sedona exclusively uses its website https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

RECEIPT OF ADDENDUM NO. 1 MUST BE ACKNOWLEDGED IN SUBMITTAL

ADDENDUM NO. 1

Holiday Lighting Décor Installation, Maintenance & Removal

RFP NO. 27-02

This Addendum is hereby made a part of the Request for Proposals documents to the same extent as if it were originally included therein. The following clarifications shall be made to the Request for Proposals and shall become a part of, and attached to, the Request for Proposals documents.

Prospective respondents are hereby notified of the following:

Questions & Answers

Question 1: Does the City currently own any holiday lighting or décor that will be available for the awarded contractor to use, or should proposers assume all materials will be provided by the contractor?

> **Answer:** The City does not have holiday lighting or décor available for the contractor's use. Proposers shall assume that all lighting, décor, hardware, and related materials will be furnished by the contractor.

Question 2: For new lighting and décor provided under the contract, is the expectation that those materials remain the property of the contractor or become property of the City?

> **Answer:** All lighting and décor furnished under the contract will remain the property of the contractor and will be provided to the City on a leased/rented basis each season. Proposers should account for the storage, transportation, and upkeep of these materials between seasons in their pricing.

Question 3: Can the City provide any additional information regarding available electrical power at the listed locations, or should proposers make assumptions based on the site information provided?

> **Answer:** Outlet power is available and sufficient at Uptown Sedona, Uptown Chapel, Military Service Park, and City Hall. Proposed designs requiring power beyond what has been identified should describe the proposer's alternative approach (e.g., battery- or solar-powered elements or daytime décor).

Question 4: Is there a specific date by which all locations must be fully installed and operational each season?

> **Answer:** The City has not established a fixed installation completion date. Displays are expected to be in place for a minimum of one month, with installation typically beginning as early as the day after Thanksgiving. Proposers shall include their proposed installation date(s) in their proposal, which will be considered along with the other elements of the proposal during evaluation.

Question 5: Should proposers design toward the full estimated $75,000–$100,000 annual budget, or is the City expecting a base design with optional enhancements/add alternates?

> **Answer:** The City's estimated annual budget for these services is $75,000–$100,000. Proposers should consider this budget and submit their best proposal accordingly. The total proposed annual cost shall not exceed $100,000.

Question 6: If installed lighting or décor is damaged by vandalism, vehicles, severe weather, or other causes outside of the contractor's control, is replacement expected to be included in the contractor's base annual price?

Answer: Yes. The contractor is responsible for the repair or replacement of damaged lighting and décor throughout the display period, consistent with the maintenance requirements of the RFP. The contractor is expected to carry insurance coverage adequate to address such losses, and proposers should take the potential associated costs into consideration in their pricing.

Question 7: Are there any anticipated permits, traffic-control requirements, lane closures, or other City-required costs associated with installation at the listed locations that proposers should include in their pricing?

Answer: In general, temporary right-of-way permissions (e.g., temporary access to certain no-parking zones) can be granted by City officials during installation and removal, coordinated through the City's project manager. Any anticipated need for significant traffic interruption, lane closure, or road closure, along with any associated traffic-control costs, shall be identified in the proposal and will be reviewed by the City for viability.

END OF ADDENDUM NO. 1



CITY OF SEDONA

HOLIDAY LIGHTING DECOR

Installation, Maintenance & Removal

RFP No. 27 - 02

A HOLIDAY EXPERIENCE THAT IS UNIQUELY SEDONA

SUBMITTED BY

PRATT BROTHERS CHRISTMAS

DESIGN CUSTOMIZATION INSTALLATION MAINTENANCE REMOVAL

SUBMITTED TO:
City of Sedona, Arizona

SUBMITTED BY:
Pratt Brothers Christmas
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2026

CREATING MEMORABLE HOLIDAY EXPERIENCES THROUGH IMMERSERIVE LIGHTING, CUSTOM DECOR, AND DISTINCTLY SEDONA DESIGN.

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A. Letter of Transmittal
Re: RFP No. 27-02 — Holiday Lighting Décor Installation, Maintenance & Removal

Dear City of Sedona Evaluation Committee,

Pratt Brothers Christmas, operated by Pratt Brothers Entermazement, LLC, is pleased to submit this proposal for the City of Sedona's Holiday Lighting Décor Installation, Maintenance & removal program.

We understand that the City is seeking a qualified contractor to provide the complete design, installation, seasonal maintenance, and removal of holiday lighting and décor at designated parks, facilities, and public locations throughout Sedona over a three-year term. We also understand the importance of creating displays that are visually attractive during both daytime and evening hours, appropriate for each individual location, durable for outdoor public use, and supported by a reliable installation and maintenance program.

Pratt Brothers Christmas is confident in our ability to professionally and expertly perform this work. Our experience includes the design, fabrication, installation, operation, maintenance, and removal of large-scale commercial holiday lighting displays at sports complexes, event venues, parks, outdoor entertainment complexes, and other public-facing destinations throughout Arizona.

In addition to our commercial installation work, Pratt Brothers produces and operates our own signature holiday events featuring more than 6 million lights, large-scale attractions, immersive décor, custom scenic elements, and attendance reaching approximately 100,000 guests annually. Our team has extensive experience working with commercial-grade holiday lighting, large Christmas trees, custom décor, photo opportunities, garland, wreaths, specialty lighting effects, and complex seasonal installations.

Our approach to this project is centered on creating a cohesive holiday experience that feels uniquely Sedona. Rather than relying on generic holiday décor, our proposed designs incorporate a consistent Sedona-inspired palette of warm white, red rock, turquoise, gold, and natural tones while allowing each location to maintain its own character and purpose. We are prepared to provide the labor, equipment, materials, supervision, maintenance response, and removal services necessary to successfully complete the project in accordance with the City's requirements and schedule.

Thank you for the opportunity to submit our proposal. We appreciate the City's consideration and would be honored to help create a holiday program that is elegant, memorable, cohesive, and distinctly Sedona.

Sincerely,
The Pratt Brothers
Sammy & Kyle Pratt

Pratt Brothers Christmas
Pratt Brothers Entermazement, LLC

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Signature:

B. General Profile of the Firm

Company / Brand Name: Pratt Brothers Christmas
Legal Entity: Pratt Brothers Entermazement, LLC
Business Address: 3637 North 34th Avenue, Phoenix, Arizona 85017
Years in Business: Approximately 4.5 years

Pratt Brothers Christmas is an Arizona-based holiday lighting, décor, and entertainment company operated by Pratt Brothers Entermazement, LLC. While the company was formally established approximately 4.5 years ago, our story began in 2015 at our family home in Scottsdale, Arizona.

What started as two brothers decorating our parents' home grew into one of Arizona's most recognized residential Christmas displays, eventually drawing thousands of visitors each season. In 2020, the display was featured live on ABC's Good Morning America and was named Best Holiday Light Display by Phoenix New Times.

In 2021, Pratt Brothers Christmas competed on ABC's The Great Christmas Light Fight, where we introduced a custom ride-through attraction called Sweet Street and were ultimately crowned champions. That achievement marked the final chapter of our residential display and the beginning of our transition into large-scale commercial holiday experiences.

In 2022, we launched our first commercial Christmas event in Mesa, Arizona. Beginning in 2023, Pratt Brothers Christmas expanded to Rawhide Western Town in Chandler, where the event grew into one of Arizona's largest holiday attractions. The experience featured more than 8 million lights, large-scale scenic environments, a life-sized Gingerbread House with synchronized pyrotechnics and specialty effects, a nightly Christmas parade, a mile-long train ride, stunt shows, live entertainment, and extensive holiday décor.

Today, Pratt Brothers Christmas specializes in the design, fabrication, installation, maintenance, and removal of large-scale commercial holiday lighting and décor. Our experience includes sports complexes, event venues, parks, outdoor entertainment properties, and high-traffic public destinations.

What separates Pratt Brothers Christmas from a traditional lighting contractor is our ability to combine nationally recognized creativity with hands-on experience designing and operating complete holiday environments. For the City of Sedona, we would bring that same approach to creating a holiday program that is distinctive, memorable, cohesive, and uniquely Sedona.





C. Explanation of Work to Be Performed

1) Relevant Experience & Previous Work

BELL BANK PARK (MESA, ARIZONA)

Pratt Brothers Christmas designed, installed, maintained, and operated a large-scale immersive holiday experience throughout Bell Bank Park in Mesa, Arizona.

The project featured approximately 6.5 million lights installed across buildings, columns, rooflines, trees, walkways, and major guest areas throughout the property. Our team also installed large-scale garland across streets and gathering areas, a 60-foot commercial Christmas tree, projection mapping, synchronized music and audio, specialty lighting effects, train ride and pyrotechnic elements.

Pratt Brothers Christmas was responsible for coordinating the installation, seasonal maintenance, show operation, guest flow, crowd control, and ongoing event support throughout the season. This project demonstrated our ability to manage millions of lights, large decorative elements, specialty effects, attractions, and public operations across a major commercial property.







RAWHIDE WESTERN TOWN (CHANDLER, ARIZONA)

The multi-acre installation featured more than 7 million holiday lights across historic-style buildings, rooflines, trees, streets, themed areas, attractions, and public gathering spaces. The centerpiece of the experience was a life-sized Gingerbread House featuring a synchronized show combining lighting, music, pyrotechnics, lasers, bubbles, fog cannons, and other specialty effects.

The event also included a large-scale Christmas train traveling through multiple illuminated themed lands, nightly Christmas parades, holiday stunt shows, live entertainment, Christmas trees, shopping areas, photo opportunities, garland, wreaths, and extensive custom scenic décor. Pratt Brothers Christmas managed the creative development, fabrication, installation, seasonal maintenance, troubleshooting, show operation, and removal of the entire holiday environment across multiple seasons.







SCAN FOR VIDEO

C. Explanation of Work to Be Performed

1) Relevant Experience & Previous Work

EXCEED AV - COMMERCIAL HOLIDAY INSTALLATION

In 2025, Pratt Brothers Christmas completed a commercial holiday lighting and décor installation for Exceed AV, showcasing our ability to bring the same attention to detail used in major holiday attractions to a refined commercial property. The installation included professional holiday lighting across numerous mature trees, installation and decoration of a commercial Christmas tree, ornaments, specialty decorative elements, and upscale Christmas décor throughout the property.

Unlike our large-scale event installations, this project called for a more sophisticated and polished design approach. The goal was to create an elevated holiday appearance that complemented the property while maintaining clean installation practices, balanced lighting, and a cohesive visual presentation during both daytime and nighttime hours.

The Exceed AV project demonstrates the versatility of Pratt Brothers Christmas and our ability to scale our work appropriately, from millions of lights across major public attractions to detailed commercial installations where quality, presentation, and finish are the priority.







RESIDENTIAL LIGHTING

Over the past two years, Pratt Brothers has brought custom holiday lighting and décor to more than 100 homes throughout Scottsdale and Paradise Valley.

These projects have ranged from extensive roofline lighting and coordinated holiday décor to dynamic light shows, with each installation tailored to the home's architecture, landscape, and the homeowner's vision.

Our approach combines thoughtful design, attention to detail, and creative customization to create a cohesive holiday presentation that complements each property's character. This residential experience demonstrates our ability to manage numerous installations while delivering the individual care and distinctive design that make every home feel special.





SCAN FOR VIDEO

C. Explanation of Work to Be Performed

2) References

BRETT MILLER (480-332-2215)



Brett Miller, who served as president of Bell Bank Park in Mesa at the time, played a pivotal role in bringing Pratt Brothers Christmas to the venue. As the park's president and the person who signed off on hosting the event, Brett helped turn an ambitious holiday vision into a reality. His support opened the door for our team to transform the park into a festive destination where families and friends could gather, celebrate, and create lasting memories. His approval marked an important milestone for Pratt Brothers Christmas and helped set the stage for this exciting chapter in our story.

KERRY DUNNE (602-330-5682)



Kerry Dunne, one of the two principals at R Entertainment, played an important role in supporting Pratt Brothers, helping operate the events and contributing food and beverage. R Entertainment is a full-service entertainment and event production company with extensive experience in live events, talent booking, marketing, and sponsorships. Kerry and the R Entertainment team brought valuable industry knowledge and operational support to the partnership, helping our team bring an ambitious holiday vision to life. Their contributions helped create opportunities for families and friends to come together and experience the magic of Pratt Brothers Christmas.

AMANDA RONINGER (573-247-8001)



Amanda Roninger, who served as General Manager of Wild Horse Pass, the district under Gila River that includes Rawhide Western Town, played a pivotal role in bringing Pratt Brothers Christmas to Rawhide. In that position when our agreement was signed, Amanda was instrumental in making the partnership possible and helping our holiday vision find its new home. Her support opened the door for Rawhide's Western charm to come together with the magic of Pratt Brothers Christmas, creating a setting where families and friends could gather and make lasting holiday memories. Amanda holds an important place in our story, helping lay the foundation for an exciting new chapter at Rawhide Western Town.

JON LEHMBERG (602-799-3311)



Jon Lehmberg, owner of Exceed AV, an audio and visual company in Scottsdale, Arizona, has been a valued client of Pratt Brothers Christmas, trusting our team to bring festive lighting to his complexes and clients. Our work with Jon gives us the opportunity to transform his properties into warm, welcoming spaces that capture the spirit of the holiday season. His continued trust means a great deal to our team, and we take pride in delivering thoughtful designs and careful installation at each property. We appreciate the relationship we have built with Jon and the opportunity to bring a little extra Christmas magic to his communities.

C. Explanation of Work to Be Performed

3) Overall Design Vision

A HOLIDAY EXPERIENCE THAT IS UNIQUELY SEDONA

Sedona's beauty is its own signature. Its red rock landscape, distinctive architecture, artistic spirit, and connection to the natural environment create a sense of place that deserves to be celebrated and preserved. Our vision for holiday décor begins with respect for that identity. We want the season to feel like a natural extension of Sedona's charm, with thoughtful enhancements that complement the city's surroundings and invite residents and visitors to experience familiar places in a new, festive light.

Pratt Brothers Christmas proposes a fully customized approach, with each element developed specifically for Sedona. We envision a cohesive collection of lighting, ornaments, decorative props, and custom photo opportunities connected by a shared palette and design language. Colors would draw inspiration from the surrounding landscape, pairing warm seasonal accents with tones that complement Sedona's red rocks and built environment. Materials, textures, and decorative details would be selected with equal care, creating a holiday presentation that feels intentional, distinctive, and at home in the city.

Lighting would bring warmth and definition to the places that already make Sedona beautiful. Carefully placed illumination could accent trees, architectural features, gathering spaces, and pedestrian areas, allowing those features to remain the focus. We would consider brightness, placement, and operating hours alongside visual impact, respecting the nighttime setting and keeping the overall experience inviting and balanced. Larger decorative moments would be thoughtfully positioned to preserve views and complement the scale of their surroundings.

Custom photo opportunities would serve as memorable expressions of Sedona's identity. Designed specifically for their locations, these installations would give families, friends, and visitors places to pause, connect, and capture a holiday memory that is unmistakably tied to the city. Coordinating ornaments, props, and lighting would carry that same visual story throughout the decorated areas, creating continuity while allowing each location to have its own character.

Above all, our vision is to create an experience that belongs to Sedona and the people who call it home. The décor should offer residents a sense of warmth, celebration, and community pride while giving visitors another reason to explore, spend time in local gathering places, and return during the holiday season. Success means creating an atmosphere where the beauty of Sedona remains at the heart of every view, and where the holiday details make that beauty feel even more welcoming.

Our goal is to honor the character of the city while bringing the warmth of the season to life.

Every detail is inspired by Sedona, and every moment is designed to bring people together.

C. Explanation of Work to Be Performed

4) Location by Location Designs

SUNSET PARK

A welcoming holiday experience that celebrates Sedona's character and complements the broader citywide décor program.

Our concept enhances the Sunset Park entry sign with garland accented by ornaments in Sedona red rock color, turquoise, and gold. This Sedona inspired palette creates a festive arrival while complementing the park's natural surroundings.

Inside the park, a dedicated holiday photo opportunity invites residents and visitors to capture seasonal memories. The display pairs a decorated tree with a cheerful snowman, decorative gift boxes, and a snow inspired base. Coordinating ornaments and accents connect the photo display to the entry décor, creating a cohesive experience throughout the space. The overall design is simple, tasteful, and family-friendly, bringing holiday cheer to Sunset Park while preserving its natural character.

Site-Specific Considerations: The photo display will be positioned in coordination with City staff to maintain accessible routes, clear sightlines, and access to park amenities. Décor will be securely installed using methods appropriate for the site, with care taken to protect existing landscaping and park surfaces.

Deliverables:
- Garland on the Sunset Park entry sign
- Coordinating ornaments in burnt orange, teal, and gold
- A holiday photo display featuring a decorated tree, snowman, decorative gift boxes, and a snow inspired base
- Coordinating Sedona themed ornaments on the display tree.

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

SUNSET PARK





C. Explanation of Work to Be Performed

4) Location by Location Designs

POSSE GROUNDS HUB

The Hub is treated as one of the primary architectural statements of the installation. Posse Grounds has grown into an important location for community events, recreation and performances, and The Hub itself is an established community facility within the park. The building will be outlined in warm-white roofline lighting, emphasizing its distinctive architecture after dark. Large illuminated garland swags will follow the buillding, with a prominent oversized Christmas wreath centered above the main entrance.

At ground level, two decorated Christmas trees and traditional nutcrackers create a symmetrical arrival moment and visually frame the doors. This gives The Hub a strong Christmas identity without covering or fundamentally changing the architecture.

The result is intended to make the building feel like Sedona's holiday community house, welcoming, festive and immediately recognizable.

Site-Specific Considerations: All décor will be installed using temporary, reversible attachment methods that protect existing building finishes and avoid permanent damage. No cutting, drilling, welding, or permanent structural modifications will be used on the buildings. Electrical cabling will be safely routed away from pedestrian and vehicle circulation.

Deliverables:

- Three strands of lit warm garland along the roof line with Sedona red rock color, turquoise, gold ornaments.
- Two warm white lit Christmas trees with Sedona red rock color, turquoise, gold ornaments.
- One center wreath in the same color scheme of Sedona red rock color, turquoise, gold ornaments with a Sedona red rock color bow.
- Two Sedona custom colored nutcrackers that are Sedona red rock color, turquoise, gold.
- Warm white lit garland on both entry signs with Sedona red rock color, turquoise, gold ornaments.

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

POSSE GROUNDS HUB





C. Explanation of Work to Be Performed

4) Location by Location Designs

POSSE GROUNDS PARK

PARK SIGN ENTRANCES

Both prominent Posse Grounds Park entrance signs will be framed with garland, warm white lighting and ornaments in Sedona red rock color, turquoise and gold. The colors draw directly from Sedona: Sedona red rock color reflects the red rock landscape, turquoiseprovides a Southwestern influence, and gold introduces the warmth and elegance associated with the holidays. These treatments establish a consistent visual identity from the moment guests arrive while still allowing the existing Parks & Recreation signage and natural landscaping to remain recognizable.

Site-Specific Considerations: Installation around the sign will use temporary, non-damaging attachment methods designed to protect existing surfaces and infrastructure. Electrical connections and cable runs will be secured and positioned to avoid pedestrian pathways, trip hazards, and public-use areas.

ENTRANCE SIGNS (EACH):

- One strand of garland with Sedona red rock color, turquoise, and gold ornaments.

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

POSSE GROUNDS PARK ENTRANCE SIGNS





C. Explanation of Work to Be Performed

4) Location by Location Designs

UPTOWN SEDONA

Uptown Sedona is the bustling heart of the city and one of the most visible areas to both residents and visitors. For that reason, we believe Uptown should serve as the centerpiece of Sedona's holiday lighting program. Our concept begins with a 25-foot signature Christmas tree illuminated in warm white lights and decorated in a custom Sedona-inspired color palette featuring red rock, turquoise, gold, and warm neutral accents. Ornaments, bows, and decorative elements would be selected to complement Sedona's natural surroundings and distinctive architectural character.

As visitors make their way through Uptown, approximately 50 of the most prominent trees would be illuminated in warm white lighting, creating a consistent and elegant glow throughout the district. Within the Uptown shopping area, guests would encounter several custom Sedona-themed photo opportunities, including a holiday sleigh, a giant Sedona snow globe, a snowman photo op, and additional scenic elements designed specifically for this location.

Photo opportunities have become an important part of modern holiday displays, but our goal would be to make these installations unmistakably Sedona. Each photo op would incorporate recognizable Sedona colors, desert imagery, red rock elements, and location-specific details so that when guests share their photos online, the setting is immediately recognizable.

This creates a unique marketing opportunity for the city. Each guest photo shared online becomes organic promotion for Sedona, helping showcase the destination during the holiday season while encouraging additional visitation and driving more guests into local shops, restaurants, galleries, hotels, and surrounding businesses.

Our goal is for Uptown Sedona to continue being the signature holiday statement of the overall program elegant, immersive, memorable, and distinctly Sedona during both the daytime and evening hours. More than simply decorating Uptown, the goal is to create a recognizable holiday destination that gives visitors another reason to come to Sedona, stay longer, explore more of the area, and support the local economy throughout the holiday season.

Site-Specific Considerations: Installation will account for heavy pedestrian and vehicle activity while protecting mature trees and buildings through non-invasive attachment methods. Work will be scheduled during lower-traffic periods whenever practical, and all electrical cabling will be securely routed away from sidewalks, storefront access, and pedestrian travel paths.

Delieverables:
- One 25-foot signature Christmas tree with Sedona red cock color, turquoise and gold ornaments.
- Sedona Sign Photo-Op
- Warm white lighting on approximately 50 prominent trees
- Custom holiday sleigh photo opportunity
- Giant Sedona snow globe photo opportunity
- Snowman photo opportunity
- Additional coordinated holiday accents throughout Uptown

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

UPTOWN SEDONA







C. Explanation of Work to Be Performed

4) Location by Location Designs

UPTOWN SEDONA







C. Explanation of Work to Be Performed

4) Location by Location Designs

UPTOWN CHAPEL

Wayside Bible Chapel has long been a recognizable landmark in Uptown Sedona. Our goal is to enhance this historic location without taking away from its architectural character or peaceful atmosphere. Rather than overwhelming the structure with excessive decorations, the design emphasizes warmth, simplicity, and timeless elegance.

The combination of warm white lighting, natural evergreen textures, and carefully placed ornaments creates a festive environment that feels both traditional and uniquely connected to Sedona. As evening falls, the illuminated walkway and Christmas trees will create a beautiful holiday focal point, welcoming visitors while preserving the chapel's inviting and natural atmosphere. Our design transforms the elevator tower and elevated walkway at Wayside Bible Chapel into a beautifully illuminated holiday feature, combining traditional elegance with subtle touches inspired by Sedona's natural beauty and distinctive color palette. The elevated walkway serves as the centerpiece of this installation. Warm white mini lights will trace the architectural framework and railings, highlighting the structure's unique shape while creating a welcoming glow visible from the surrounding streets and pedestrian areas.

Garland will follow the upper railings of the walkway, accented with warm-white lighting and a carefully selected assortment of Sedona red rock color, turquoise, and gold ornaments. These colors complement Sedona's iconic red rock landscape while maintaining a sophisticated, traditional holiday appearance. Ornaments will be used sparingly to create subtle pops of color without overwhelming the greenery or architecture. At the elevated viewing platform, two 8 foot Christmas trees illuminated with warm white mini lights will provide prominent focal points. Positioned near the front corners of the platform, these trees will add height, balance, and festive character while complementing the surrounding architectural elements.

At ground level, the elevator entrance will be framed with illuminated garland, incorporating the same Sedona red rock color, turquoise, and gold ornament accents. This treatment will create a welcoming entrance while visually connecting the lower level with the decorations above. The adjacent staircase will receive matching illuminated garland along its upper handrails, guiding visitors toward the elevated walkway and creating a continuous holiday experience from the ground level to the viewing platform.

Site-Specific Considerations: All holiday decorations will be installed using temporary, reversible attachment methods that respect the chapel's existing architecture. Garland and lighting will be securely fastened to appropriate structural elements without permanently altering the building. Electrical cabling will be carefully routed and secured to maintain safe pedestrian access throughout the staircase, elevator entrance, and elevated walkway. Christmas trees will be properly secured to withstand outdoor conditions, with placement carefully considered to maintain required walkway clearances and unobstructed access.

Deliverables:

- Warm-white mini lights outlining the upper railings/architectural framework.
- Garland with warm-white mini lights installed along the elevated walkway's upper railings.
- Sedona red rock color, turquoise, and gold ornaments incorporated throughout the garland.
- Two 8-foot artificial Christmas trees illuminated with warm-white mini lights, positioned inside the elevated platform near its front corners.
- Warm white illuminated garland framing the elevator doorway, accented with Sedona red rock color, turquoise, and gold ornaments.
- Illuminated garland installed along the upper stair railings, incorporating matching ornament accents.

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

UPTOWN CHAPEL



C. Explanation of Work to Be Performed

4) Location by Location Designs

SEDONA CITY HALL

Sedona City Hall may not be one of the City's primary tourist destinations, but it is still an important and highly visible civic location. Our goal is to give City Hall a polished, elegant holiday presence that feels festive and welcoming while remaining distinctly Sedona.

The design would feature illuminated wreaths and garland decorated in a custom Sedona-inspired palette of red rock, turquoise, gold, and warm neutral accents. Rather than using traditional off-the-shelf holiday décor, the color scheme and decorative details would be coordinated with the broader Sedona holiday program so City Hall feels connected to the overall experience

Two custom nutcrackers would also be placed at City Hall, designed specifically in the same Sedona-inspired red rock, turquoise, and gold color palette used for the custom nutcrackers in the Uptown shopping district. This creates visual continuity between locations and helps establish a recognizable holiday identity throughout the City.

While City Hall is not expected to generate the same level of visitor traffic as Uptown or Tlaquepaque, we believe it is important that the City Hall reflects the same level of care and attention as the City's more heavily visited areas. It is the workplace of the people responsible for guiding and representing Sedona, and it is a location seen by residents, visitors, employees, officials, and community partners throughout the season. The décor should therefore feel refined, intentional, and representative of the quality of the overall holiday program.

Our goal is for City Hall to feel elegant, festive, and uniquely Sedona, not overdone but thoughtfully designed so it contributes to a cohesive citywide holiday experience.

Site-Specific Considerations: Installation will use temporary, non-damaging attachment methods designed to protect City Hall's building finishes and architectural elements. Work will be coordinated to minimize disruption to City operations, with electrical cabling securely positioned away from entrances, sidewalks, and pedestrian circulation.

Deliverables:
- 10 illuminated wreaths
- Sedona-inspired ornaments and bows in Sedona red rock color, turquoise, gold, and coordinating accents
- Illuminated garland
- Coordinated Sedona-inspired ornaments and bows throughout the garland
- 2 custom Sedona-themed nutcrackers
- Nutcrackers designed to match the custom Uptown shopping district nutcrackers

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

SEDONA CITY HALL





C. Explanation of Work to Be Performed

4) Location by Location Designs

SEDONA CITY HALL







C. Explanation of Work to Be Performed

4) Location by Location Designs

LONG WALKWAY GARLAND

Running along 101 N State Route 89A, this extended railing provides an opportunity to create one of the most visible and memorable elements of the holiday décor program. Rather than treating the railing simply as infrastructure, this design gives a continuous holiday feature that complements one of Sedona's most recognizable scenic corridors.

The railing will be dressed with lush, sweeping garland, accented with warm-white lighting and ornaments in our custom Sedona red rock red, turquoise, and gold Sedona palette. Burnt orange draws inspiration from the surrounding red-rock formations, teal introduces a distinctly Southwestern character, and gold brings traditional holiday warmth and elegance.

Because of the length and location of the installation, the repeating garland swags create a strong visual rhythm that can be appreciated both by pedestrians and by motorists traveling along State Route 89A. During the day, the greenery and ornaments provide a sophisticated holiday treatment without interfering with the spectacular views beyond the railing. At night, the warm-white lights create a continuous ribbon of light along the roadway, giving visitors an immediate sense that they have entered a community celebrating the holiday season.

The design intentionally remains below the primary sightline so that Sedona's landscape remains the star of the show. Rather than covering or competing with the red rocks, the décor acts almost as a frame for them.

The result is a holiday installation that feels uniquely appropriate for its location: The holidays woven into the scenic character of Sedona, creating a beautiful first impression along one of the community's most recognizable roadways.

Site-Specific Considerations: Because this area experiences significant pedestrian and roadway activity, installation will be scheduled during low-traffic periods whenever practical. Crews will maintain clear pedestrian access, remain mindful of traffic exposure, and securely route all electrical cabling away from walking paths and potential trip hazards. Installation methods will be temporary but secure. All lighting, connections, and electrical distribution in this exposed roadway environment will utilize outdoor-rated components and weather-resistant/waterproof devices as appropriate for rain, snow, and seasonal weather conditions.

Deliverables:

• One continuous strand of lit warm white garland on the fence of 101 N State Route 89A with Sedona red rock color, turquoise, and gold ornaments.

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

LONG WALKWAY GARLAND





C. Explanation of Work to Be Performed

4) Location by Location Designs

MILITARY SERVICE PARK

The Sedona Military Service Park calls for a different approach than the other locations in the holiday program. This is first and foremost a place of honor, remembrance and gratitude, dedicated to recognizing local veterans who have served our country. The park officially opened in 2014, and Sedona continues to add inscriptions honoring qualifying local veterans. For that reason, our holiday design is intentionally elegant and restrained. The objective is not to turn the memorial into a holiday attraction, but to introduce the warmth of the season while preserving the dignity and purpose of the space.

The existing architecture and memorial elements remain the focus. Warm-white lighting will illuminate several of the park's most prominent trees, creating a soft canopy of light around the memorial rather than placing decorations directly on its most significant monuments. The effect at night is designed to be peaceful. The illuminated trees provide warmth throughout the pathways and seating areas while drawing attention inward toward the sculptures, inscriptions and memorials.

Within the central memorial plaza, the existing walls will receive a refined line of holiday greenery accented with warm-white lights and our Sedona red rock color, teal and gold ornaments. The flagpoles and flags themselves remain visually dominant. Subtle architectural illumination emphasizes the poles after dark, allowing the American flag, Arizona flag and military service flags to remain the heart of the composition.

This is an important distinction in our design: The holiday spirit surrounds the memorial, it does not overpower it. Along the street-facing entrance, garland continues across the architecture surrounding the Sedona Military Service Park identification. This creates a clear connection to the larger citywide holiday program while maintaining the park's individual character.

During the day, the greenery and Sedona-inspired ornament palette complement the surrounding desert landscaping. At night, warm-white illumination carries visitors from the entrance into the memorial garden. The holiday season is centered on family, home, gratitude and togetherness. At Sedona Military Service Park, those ideas provide an opportunity to recognize the men and women whose service and sacrifice helped protect those very traditions.

The finished installation is therefore intentionally quieter than some of our other locations. There are no oversized characters or theatrical elements. Instead, light becomes the primary decoration, surrounding the memorial with warmth while allowing its purpose to remain unmistakable. Our goal is simple: honor the service, respect the memorial, and use the warmth of holiday light as a symbol of Sedona's gratitude.

Site-Specific Considerations: Installation will be completed with particular care around memorial elements, flagpoles, landscaping, and mature trees. Non-invasive attachment methods will be used to protect tree health and existing site features, while electrical cabling will be secured away from pathways and public gathering areas.

Deliverables:

- Strands of lit warm garland along the memorial walls with Sedona red rock color, turquoise, and gold ornaments.
- Warm white lighting on 15 of the most prominent trees.

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

MILITARY SERVICE PARK





C. Explanation of Work to Be Performed

4) Location by Location Designs

MILITARY SERVICE PARK







C. Explanation of Work to Be Performed

4) Location by Location Designs

SR179/TLAQUEPAQUE UNDERPASS

The Tlaquepaque underpass is an important pedestrian connection within one of Sedona's most active visitor areas, particularly during the holiday season when Tlaquepaque becomes a major destination for shopping, dining, seasonal events, and holiday activity.

Our goal is to transform the underpass from a simple pass-through walkway into a small immersive holiday experience of its own. Rather than overwhelming the space, the design would build on the natural character already present and use lighting to create a beautiful Sedona-inspired nature scene.

A flowing animated blue-light river would move through the existing rock landscape, accented by illuminated deer, subtle moving firefly effects, warm holiday trees, green uplighting, and coordinated garland along the rails. A custom "'Tis the Season Sedona" photo opportunity would give visitors an additional reason to stop, interact with the space, and share the experience.

The result would be a location that still functions naturally as a pedestrian connection, but now becomes part of the holiday experience itself , visually interesting, highly photographable, and distinctly Sedona. By creating another memorable moment along the visitor journey, the underpass can help encourage guests to spend more time exploring Tlaquepaque, visiting its shops, galleries, restaurants, and surrounding businesses. Increased visitation and longer dwell time create additional opportunities for local spending, supporting Sedona's tourism economy during the holiday season.

The experience also extends beyond the guests physically walking through the space. A unique, highly shareable installation creates organic exposure through social media, helping showcase Sedona as a holiday destination and potentially inspiring additional visitors to experience Tlaquepaque and Sedona during the season.

Site-Specific Considerations: Installation will be carefully coordinated around the high volume of pedestrian traffic and existing architectural features within the underpass. Work will be performed during lower-traffic periods whenever practical, with all wiring and electrical connections securely positioned to maintain clear, safe pedestrian travel. Because this location may be exposed to rain, snow, runoff, and flash-flood conditions, exterior-rated and waterproof electrical devices, connections, and lighting components will be utilized as appropriate. Electrical distribution will be positioned and secured to minimize exposure to standing or moving water.

Deliverables:
- 10 LED flood lights
- Garland accented with Sedona-inspired ornaments
- 4 six-foot Christmas lit trees with Sedona-inspired ornaments
- 4 eight-foot Christmas lit trees with Sedona-inspired ornaments
- "'Tis the Season Sedona" photo opportunity
- Complete Sedona-inspired nature scene
- Animated (motion) blue-light river
- 4 illuminated deer accenting the river
- Animated firefly (motion) lighting effects

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

SR179/TLAQUEPAQUE UNDERPASS





C. Explanation of Work to Be Performed

4) Location by Location Designs

SR179/TLAQUEPAQUE UNDERPASS





C. Explanation of Work to Be Performed

4) Location by Location Designs

GREYBACK PARK

Our design for Greyback Park creates a welcoming holiday presence inspired by Sedona's red rock landscape and Southwestern character.

The entrance sign serves as the focal point, framed with lush holiday garland accented by ornaments in Sedona red rock color, turquoise, and gold. The coordinated palette complements the surrounding landscape and connects Greyback Park to the broader citywide holiday décor program.

Four oversized decorative presents bring a playful seasonal touch to the park. Finished in Sedona red rock color, turquoise, and gold, with contrasting ribbons and oversized bows, the presents create memorable accents for residents and visitors to enjoy as they explore the space.

Together, the decorated sign and giant presents create a festive, cohesive installation that respects the park's intimate scale and natural surroundings.

Site-Specific Considerations: Placement of the presents will be coordinated with City staff to maintain clear pathways, accessible routes, and visibility of the entrance sign. All décor will be securely installed using methods appropriate for the site, with care taken to protect existing landscaping and park surfaces.

Deliverables:
- Holiday garland framing the Greyback Park entrance sign
- Coordinating sign ornaments in Sedona red rock color, turquoise, and gold
- Four oversized decorative presents in Sedona red rock color, turquoise, and gold, with coordinating ribbons and bows

CONCEPT RENDERINGS ON FOLLOWING PAGE

C. Explanation of Work to Be Performed

4) Location by Location Designs

GREYBACK PARK







C. Explanation of Work to Be Performed

5) Installation Plan

INSTALLATION PLAN

Pratt Brothers Christmas anticipates utilizing a dedicated 6-10 person installation crew, with additional personnel available as needed, to complete the City of Sedona holiday décor installation immediately following Thanksgiving. Installation will be sequenced by location, equipment requirements, traffic impact, and complexity to ensure an efficient and safe rollout across the City.

INSTALLATION APPROACH

Pratt Brothers Christmas anticipates utilizing a dedicated **6–10 person installation crew**, with additional personnel available as needed based on site conditions, workload, and schedule requirements. Installation will be completed using appropriate ladders, lifts, hand tools, electrical testing equipment, and material-handling equipment required for each location.

When permitted by the City, our preferred installation window would be approximately **8:00 PM to 6:00 AM**. Working during overnight hours would allow our crews to minimize disruption to City operations, pedestrian activity, vehicle traffic, businesses, and visitors while allowing installation work to progress efficiently and safely. If overnight work is not appropriate at a particular location, Pratt Brothers Christmas will coordinate alternative working hours with the City Project Manager.

Pratt Brothers Christmas will work closely with the City throughout the installation process to make the project as easy, coordinated, and seamless as possible. Our team will remain flexible with scheduling, access, sequencing, and site-specific needs and will communicate proactively with the City Project Manager to minimize disruptions and address any issues quickly as they arise.

Installation will be sequenced by location, complexity, equipment requirements, and public impact, with higher-visibility and more complex locations prioritized appropriately. Each completed location will receive a nighttime lighting inspection and quality-control review to verify timers, electrical connections, attachment methods, lighting performance, and overall presentation.

In the event of weather delays, equipment issues, or other unforeseen conditions, Pratt Brothers Christmas will adjust crew allocation, working hours, and installation sequencing as necessary to maintain the required completion schedule.

C. Explanation of Work to Be Performed

5) Installation Plan

INSTALLATION SCHEDULE

SEDONA / HOLIDAY INSTALLATION

Proposed Work Schedule

2026 • Nine-day installation and inspection plan

PRATT BROTHERS CHRISTMAS

DAY	DATE	PROPOSED WORK
Day 1 Friday	**11/27/26**	Mobilization, material staging and installation at Sedona City Hall. Install roofline lighting, architectural décor, garland, wreaths, Christmas trees, nutcrackers and associated entrance décor.
Day 2 Saturday	**11/28/26**	Complete City Hall as necessary. Install Posse Grounds Hub and begin Posse Grounds Park.
Day 3 Sunday	**11/29/26**	Complete Posse Grounds Park and begin install on Uptown Chapel.
Day 4 Monday	**11/30/26**	Install Uptown Chapel and Uptown Sedona installations, including the Sedona themed holiday photo opportunities.
Day 5 Tuesday	**12/1/26**	Continue Uptown Chapel and Uptown Sedona installations. Install Military Service Park and Sunset Park Entry Sign.
Day 6 Wednesday	**12/2/26**	Install Greyback Park and Long Walkway Garland, including lighting, entry/sign décor and continuous walkway garland.
Day 7 Thursday	**12/3/26**	Complete Uptown Sedona and install SR179/Tlaquepaque Underpass décor.
Day 8 Friday	**12/4/26**	Citywide quality-control inspection, nighttime lighting inspection, timer/programming verification, attachment inspection and correction of any punch-list items.
Day 9 Saturday CONTINGENCY	**12/5/26**	Reserved weather/equipment contingency day and final adjustments requested by the City Project Manager.

C. Explanation of Work to Be Performed

6) Maintenance & 24 Hour Response Plan

MAINTENANCE AND 24 HOUR RESPONSE PLAN

Following completion of installation, Pratt Brothers Christmas will conduct routine visual inspections at least twice per week throughout the display period to identify outages, damaged components, timer issues, loose connections, weather-related damage, or other maintenance concerns. Additional inspections will be performed as needed following severe weather, reported outages, or other conditions that may affect the installation.

A dedicated maintenance response team will remain available throughout the display period and will respond to reported issues within 24 hours. Critical, safety-related, or highly visible issues will be prioritized whenever practicable. Repairs and adjustments will be completed in a manner consistent with the original installation so the overall appearance, reliability, and quality of the display are maintained throughout the season.

Pratt Brothers Christmas will also coordinate closely with the City Project Manager regarding reported issues, completed repairs, and any conditions that may require additional attention. Our goal is to keep all displays operating safely, consistently, and at the intended presentation standard for the duration of the holiday season.

C. Explanation of Work to Be Performed

7) Removal Plan

REMOVAL PLAN

Removal will begin immediately following the City's designated end-of-display date during the first week of January. Pratt Brothers Christmas anticipates completing removal within approximately 5–8 calendar days, well within the City's required 10-calendar-day removal period.

Removal will follow the proposed removal schedule, with sequencing coordinated with the City Project Manager based on site access, equipment needs, and weather conditions. Following removal, each site will be inspected to confirm that company-installed materials have been removed and that any areas affected by our installation activities are left clean and in substantially the same condition as prior to installation.

SEDONA / HOLIDAY INSTALLATION

Proposed Removal Schedule

JANUARY 8–17, 2027 • Removal, cleanup and site restoration

PRATT BROTHERS CHRISTMAS

DAY	DATE	PROPOSED WORK
Day 1 Friday	1/8/27	Remove décor and lighting at Sedona City Hall, including roofline lighting, architectural décor, garland, wreaths, Christmas trees, nutcrackers and entrance décor.
Day 2 Saturday	1/9/27	Complete City Hall removal as necessary. Remove décor at Posse Grounds Hub and begin removal at Posse Grounds Park.
Day 3 Sunday	1/10/27	Complete removal at Posse Grounds Park Collect attachment hardware and inspect completed locations.
Day 4 Monday	1/11/27	Begin removal at Uptown Chapel and Uptown Sedona, including Sedona themed holiday photo opportunities.
Day 5 Tuesday	1/12/27	Continue removal at Uptown Chapel and Uptown Sedona. Remove décor at Military Service Park and Sunset Park
Day 6 Wednesday	1/13/27	Remove décor at Greyback Park and Long Walkway Garland, including tree lighting, entry/sign décor and continuous walkway garland.
Day 7 Thursday	1/14/27	Complete Uptown Sedona removal. Remove décor and lighting at SR179/Tlaquepaque Underpass.
Day 8 Friday	1/15/27	Perform citywide final inspection. Remove remaining hardware and related materials, complete cleanup, and restore all locations to their pre-installation condition.
Day 9 Saturday CONTINGENCY	1/16/27	Reserved for weather or equipment delays, remaining removal work and final adjustments coordinated with the City Project Manager.
Day 10 Sunday FINAL DEADLINE	1/17/27	Final buffer and completion deadline. Finish any outstanding removal or restoration and confirm all locations are cleared with the City Project Manager.

C. Explanation of Work to Be Performed

8) Staffing, Equipment & Safety

STAFFING, EQUIPMENT & SAFETY

Pratt Brothers Christmas anticipates utilizing a dedicated **6–10 person installation crew**, with additional personnel available as needed based on site conditions, workload, and scheduling requirements. Crews will be assigned by location and complexity to keep installation efficient while minimizing disruption to City operations, businesses, pedestrians, and vehicle traffic.

Our team will utilize the appropriate professional equipment for each location, including **articulating boom lifts, scissor lifts, scaffolding, commercial ladders, electrical testing equipment, hand tools, material-handling equipment, and work vehicles**. Pratt Brothers Christmas will provide all labor, materials, equipment, and lift rentals necessary to complete the approved scope of work, consistent with the requirements of the RFP. 1-Holiday Decor RFP

Safety will remain a priority throughout installation, maintenance, and removal. Crew members will wear **high-visibility yellow safety vests and closed-toe work boots, with hard hats, gloves, safety glasses, and additional personal protective equipment used as needed** based on the task, equipment, and site conditions. Crews will follow applicable ladder, lift, scaffolding, electrical, pedestrian, and work-zone safety practices.

All lighting, wiring, extension cords, connectors, and related electrical components used for exterior installations will be **rated for outdoor use**. Seasonal decorative lighting products will be selected consistent with applicable **UL 588 standards**, and temporary electrical installations will be completed in accordance with applicable electrical code requirements. Pratt Brothers has used and field-tested its lighting products and installation methods across outdoor holiday environments for approximately **10 years**, providing extensive real-world experience with durability, weather exposure, reliability, and seasonal performance.

C. Explanation of Work to Be Performed

9) Materials & Quality Standards

MATERIALS & QUALITY STANDARDS

Pratt Brothers Christmas will utilize commercial-grade lighting, décor, electrical components, attachment materials, and installation hardware selected specifically for outdoor public environments and repeated seasonal use. All exterior lighting, wiring, extension cords, connectors, and related electrical components will be rated and intended for outdoor use. Seasonal decorative lighting products will be selected consistent with applicable UL 588 standards, and temporary electrical installations will be completed in accordance with applicable provisions of the National Electrical Code, including NEC Article 590, as adopted and amended by the City of Sedona.

Lighting and décor will be installed using professional attachment methods designed to provide a clean, intentional appearance while protecting City buildings, trees, landscaping, and other property. Particular attention will be given to consistent spacing, straight and uniform light lines, concealed wiring where practical, secure connections, and an overall finished appearance that looks attractive both during the day and when illuminated at night. Pratt Brothers will ensure that all décor appears intentional, polished, and visually attractive during daytime hours as well as at night, in accordance with the City's requirements.

All materials will be inspected during installation, and damaged, defective, or visibly deteriorated components will be repaired or replaced as necessary. Pratt Brothers has used and field-tested its lighting products and installation methods in outdoor holiday environments for approximately 10 years, providing extensive real-world experience with durability, weather exposure, reliability, and seasonal performance.

C. Explanation of Work to Be Performed

10) Contingency Planning

CONTINGENCY PLANNING

Pratt Brothers Christmas understands that outdoor holiday installations may be affected by weather, equipment availability, product failure, staffing challenges, or other unforeseen conditions. Our team will maintain flexibility throughout the installation and display period and will adjust crew assignments, work sequencing, and equipment scheduling as needed to keep the project on track.

To reduce the risk of delays, Pratt Brothers Christmas will maintain access to **backup personnel, replacement lighting and electrical components, additional installation materials, and alternate equipment options** when needed. If a lift, vehicle, lighting component, or other critical item becomes unavailable, our team will work to replace or substitute that resource as quickly as practical while maintaining the approved design and quality standards.

Weather conditions will be monitored throughout installation, maintenance, and removal. If wind, rain, snow, ice, or other conditions create an unsafe work environment, work may be temporarily paused and rescheduled to the next safe and practical work window. Higher-priority locations and critical-path work may be resequenced when necessary to protect the overall project schedule.

Pratt Brothers Christmas will remain in regular communication with the City Project Manager regarding any significant issue that could affect schedule, safety, or display performance. Our goal is to identify potential problems early, respond quickly, and maintain the City's required installation, maintenance, and removal timelines.

C. Explanation of Work to Be Performed

11) Confirmation of Schedule

CONFIRMATION OF SCHEDULE

Pratt Brothers Christmas confirms its ability to meet the City of Sedona's required installation, display, maintenance, and removal schedule for each holiday season during the three-year contract term.

Installation will begin immediately following Thanksgiving and will be coordinated closely with the City Project Manager to ensure all approved locations are completed in an organized and efficient manner. Pratt Brothers Christmas will utilize appropriate crew sizing, equipment, sequencing, and extended work hours when necessary to keep installation on schedule.

All approved lighting and décor will remain installed, illuminated, and maintained through the City's designated end-of-display period during the first week of January. Throughout the display period, Pratt Brothers Christmas will provide ongoing maintenance and respond to reported issues within our proposed 24-hour response window. Removal will begin immediately following the City's designated end-of-display date. Pratt Brothers Christmas anticipates completing removal within approximately **5–8 calendar days**, comfortably within the City's required 10-calendar-day removal period.

SECTION 5 - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: Pratt Brothers Entermazement, LLC

List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. **If there are no exceptions, state "NONE."**

Exceptions:

NONE

If additional space is needed, include additional copies of this page.

SECTION 6 - SUBMITTAL FORM

In response to the Request for Proposals, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, services, permits, supervision, equipment and equipment rental, and its capability to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for:

HOLIDAY LIGHTING DÉCOR INSTALLATION, MAINTENANCE, & REMOVAL

Respondent certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addendum thereto; that they are submitting a proposal in strict accordance with the Instructions in this document; and that they have carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that they have examined the proposal documents thoroughly, studied and carefully correlated respondent's observations with the proposal documents and all other matters which can in any way affect the work.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

Pratt Brothers Entermazement, LLC	
Offeror (Entity Name)	Signature
3637 N 34th Ave	Sammy Pratt
Street & Mailing Address	Print Name of Signator
Phoenix, AZ 85017	Owner / Authorized Representative
City, State and Zip	Title of Signator
480-440-1340	480-440-1340
Telephone No.	Mobile No.
sammy@prattbrotherschristmas.com	10/6/26
E-mail Address	Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

Same as above - Phoenix, Arizona

Acknowledgment of Addenda (if any):

Addendum 1 Acknowledged Date Received 10/6/26
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

ADDENDUM NO. 1

For

HOLIDAY LIGHTING DÉCOR SERVICES INSTALLATION, MAINTENANCE & REMOVAL

RFP No. 27-02

ISSUED

October 1, 2026

CITY OF SEDONA CONTACT

Ian Coubrough, CPPB
Procurement Officer
106 Roadrunner Drive
Sedona, AZ, 86336
icoubrough@sedonaaz.gov

The City of Sedona exclusively uses its website https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

RECEIPT OF ADDENDUM NO. 1 MUST BE ACKNOWLEDGED IN SUBMITTAL

ADDENDUM NO. 1

Holiday Lighting Décor Installation, Maintenance & Removal

RFP NO. 27-02

This Addendum is hereby made a part of the Request for Proposals documents to the same extent as if it were originally included therein. The following clarifications shall be made to the Request for Proposals and shall become a part of, and attached to, the Request for Proposals documents.

Prospective respondents are hereby notified of the following:

Questions & Answers

Question 1: Does the City currently own any holiday lighting or décor that will be available for the awarded contractor to use, or should proposers assume all materials will be provided by the contractor?

> **Answer:** The City does not have holiday lighting or décor available for the contractor's use. Proposers shall assume that all lighting, décor, hardware, and related materials will be furnished by the contractor.

Question 2: For new lighting and décor provided under the contract, is the expectation that those materials remain the property of the contractor or become property of the City?

> **Answer:** All lighting and décor furnished under the contract will remain the property of the contractor and will be provided to the City on a leased/rented basis each season. Proposers should account for the storage, transportation, and upkeep of these materials between seasons in their pricing.

Question 3: Can the City provide any additional information regarding available electrical power at the listed locations, or should proposers make assumptions based on the site information provided?

> **Answer:** Outlet power is available and sufficient at Uptown Sedona, Uptown Chapel, Military Service Park, and City Hall. Proposed designs requiring power beyond what has been identified should describe the proposer's alternative approach (e.g., battery- or solar-powered elements or daytime décor).

Question 4: Is there a specific date by which all locations must be fully installed and operational each season?

> **Answer:** The City has not established a fixed installation completion date. Displays are expected to be in place for a minimum of one month, with installation typically beginning as early as the day after Thanksgiving. Proposers shall include their proposed installation date(s) in their proposal, which will be considered along with the other elements of the proposal during evaluation.

Question 5: Should proposers design toward the full estimated $75,000–$100,000 annual budget, or is the City expecting a base design with optional enhancements/add alternates?

> **Answer:** The City's estimated annual budget for these services is $75,000–$100,000. Proposers should consider this budget and submit their best proposal accordingly. The total proposed annual cost shall not exceed $100,000.

Question 6: If installed lighting or décor is damaged by vandalism, vehicles, severe weather, or other causes outside of the contractor's control, is replacement expected to be included in the contractor's base annual price?

Answer: Yes. The contractor is responsible for the repair or replacement of damaged lighting and décor throughout the display period, consistent with the maintenance requirements of the RFP. The contractor is expected to carry insurance coverage adequate to address such losses, and proposers should take the potential associated costs into consideration in their pricing.

Question 7: Are there any anticipated permits, traffic-control requirements, lane closures, or other City-required costs associated with installation at the listed locations that proposers should include in their pricing?

Answer: In general, temporary right-of-way permissions (e.g., temporary access to certain no-parking zones) can be granted by City officials during installation and removal, coordinated through the City's project manager. Any anticipated need for significant traffic interruption, lane closure, or road closure, along with any associated traffic-control costs, shall be identified in the proposal and will be reviewed by the City for viability.

END OF ADDENDUM NO. 1

27-02RFP - Holiday Lighting Decor Installation, Maintenance, & Removal

Scoring Summary

Active Submissions

	Total	Experience & Qualifications of Firm	Project Understanding & Approach	Cost
Supplier	/ 100 pts	/ 30 pts	/ 40 pts	/ 30 pts
Pratt Brothers Entermazement	86.67	28.33	28.33	30
Christmas Light Decorators	86.09	28.33	30	27.76
custom holiday lights	71.51	20.33	26.33	24.84
XlEagle	71.33	17	24.33	30

CITY COUNCIL AGENDA BILL

AB 3422
November 10, 2026
Consent Items

Agenda Item: 3i
Proposed Action & Subject: Approval to purchase a 2026 John Deere 710P Backhoe with Werk-Brau Main Pin Hydraulic Thumb from RDO Equipment, pursuant to Sourcewell Contract No. #011723-JDC in an amount not-to-exceed $256,533.

Department	Public Works/ Jon Ebers & Roxanne Holland
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	AB 3290 - June 23, 2026
Exhibits	A. RDO Equipment Co. Quote

Finance Approval	JMC Reviewed 10/27/26
City Attorney Approval	MKC 10/30/2026
City Manager's Recommendation	Recommend approval BW for KP 11/3/2026

Expenditure Required	
$	256,533
Amount Budgeted	
$	245,000
$	11,533
Account No. (Description)	11-5320-39-8848 Replenish Machinery & Equipment ($245,000) 11-5320-39-6235 Equipment Repair Services ($11,533)

SUMMARY STATEMENT

Background:

During the fiscal year 2026-2027 budget process, City Council approved a decision package to replace the City's 2014 Caterpillar (CAT) backhoe with a larger John Deere 710P backhoe equipped with a hydraulic thumb attachment. The proposed equipment will provide increased digging, lifting, and material-handling capabilities to better meet the City's operational needs. The hydraulic thumb attachment will allow operators to more effectively handle large rocks, boulders, logs, vegetation, and other irregular materials.

The existing CAT backhoe is used for a variety of Public Works maintenance activities, including drainage improvements, grading, loading and unloading materials, and material screening. While the equipment remains operational, its size and capacity limit its effectiveness

for certain activities, particularly handling large boulders and processing significant quantities of material. These limitations result in additional equipment operating time, increased material handling, and occasional reliance on rented equipment or contracted services.

The existing backhoe has also experienced significant maintenance and repair costs, totaling $88,529 over the past three fiscal years (FY24–FY26). Annual costs increased from $23,682 in FY24 to $31,067 in FY25 and $33,780 in FY26. No maintenance or repair expenditures have been incurred in FY27 to date. These costs, combined with the equipment's operational limitations, support replacing the existing machine with equipment better suited to current needs.

The proposed John Deere 710P will provide the following operational benefits:

- **Increased capacity and efficiency:** Greater digging, lifting, and loading capabilities will improve efficiency when performing drainage maintenance, material screening, and other activities involving large or heavy materials.
- **Emergency response capabilities:** The equipment will support City response to flooding, rockfalls, slope failures, and other emergencies, including clearing low-water crossings and loading materials for emergency operations.
- **Reduced reliance on outside resources:** Increased equipment capabilities will allow staff to perform more work in-house, reducing the need for equipment rentals and contracted services for certain maintenance activities.
- **Long-term operational value:** Based on the City's experience with similar equipment, staff anticipates a useful life of approximately 15 years.

The total equipment cost before the Sourcewell cooperative purchasing discount is $387,548, including freight, preparation, a hydraulic thumb attachment, and a four-year/2,000-hour extended warranty. Purchasing through Sourcewell Contract No. 011723-JDC provides a discount of $152,842.64, resulting in a total purchase price of $256,532.96, including applicable taxes.

The FY27 budget includes $245,000 for the replacement backhoe. The remaining $11,533 needed for the purchase will be funded from the Equipment Repair Services account. Because replacement of the existing backhoe was anticipated in the FY27 budget, no maintenance or repair expenditures were budgeted for that equipment. The additional funding will be covered within the existing Equipment Repair Services budget without increasing the department's overall budget.

The existing CAT backhoe will be traded in or sold at auction, with an estimated residual value of $40,000 to $50,000.

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

The only available fully electric backhoe is the Case 580EV. This is a mid-sized machine, roughly the same class as the existing backhoe to be replaced, which is already undersized for current needs. Sedona’s conditions, including the Hermit Shale, large boulders, deep culverts and material processing at the stockpile site at the Wastewater Treatment Plant call for a heavier machine with greater dig depth and lifting capacity. There is no electric backhoe in the same class as the Deere 710P currently being manufactured.

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): City Council approved a decision package to replace the City's 2014 Caterpillar (CAT) backhoe with a larger John Deere 710P backhoe equipped with a hydraulic thumb attachment. If Council does not approve the purchase, staff would continue using the existing CAT backhoe for maintenance activities and rent larger equipment when additional capabilities are needed, at an estimated cost of $6,000 per month. This alternative would result in continued operational inefficiencies associated with the existing equipment's limited capacity and potentially higher maintenance and rental costs.

I move to: approve the purchase of one 2026 John Deere 710P Backhoe with Werk-Brau Main Pin Hydraulic Thumb from RDO Equipment, pursuant to Sourcewell Contract No. #011723-JDC in an amount not-to-exceed $256,533, subject to final approval of the written agreement by the City Attorney's Office.

Investment Proposal (Quote)

RDO Equipment Co.
1091 Commerce St
Prescott AZ, 86305
Phone: (928) 776-8300 - Fax: (928) 776-8500

Proposal for:
CITY OF SEDONA
2079 CONTRACTORS RD
SEDONA, AZ, 863364707
YAVAPAI

Investment Proposal Date:	
Pricing Valid Until:	
Deal Number:	2045906
Customer Account#:	0267023
Sales Professional:	Wesley Martin
Phone:	1 (928) 556-5244
Fax:	
Email:	wmartin@rdoequipment.com

Comments

*John Deere Sourcewell Contract #011723-JDC
*Sourcewell Member Account #38523
^Quote Expires December 30, 2026

*Unit is an order out unit
^ETA 85 Days ARO
^Includes 14 Days for Transport & Pre-Delivery

*Includes:
*12 Month/1,000 Full Machine Factory Warranty
*RDO Promise (see attached)
*JDLink - Telematics (free) for the life of the Machine
*24/7/365 RDO Machine Monitoring (free) for the life of the Machine
*Werk-Brau Main Pin Hydraulic Thumb Installed (24 Month/2,000 Hour Limited Warranty)

*Optional:
+48 Month/2,000 Hour PM Agreement based on 500 Hours Annually - add $18,850 (Travel Included, all parts & labor pricing locked in for the duration of the PM)

Quoted with:
+48 Month/2,000 Hour Full Machine Warranty w/$250 Deductible based on 500 Hours Annually

*FOB Sedona, AZ

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2026 JOHN DEERE 710P	$355,448.00
			Freight in Dubuque, IA > Prescott, AZ	$7,900.00
			Freight Out Prescott, AZ > Sedona, AZ	$2,900.00
			Prep / Reconditioning PDI/Fuel/DEF/Registration/Operational Check	$5,300.00
			Customer Discount Sourcewell Discount 43% off Deere List Price | Contract #011723-JDC	($152,842.64)
			Warranty -John Deere Comprehensive-48 Months, 2000 Hours,Deductible: 250	$7,500.00
1	TBD TBD	0	New 2026 WERK-BRAU EZG5MT-3H	$8,500.00

Equipment Subtotal: **$234,705.36**

Purchase Order Totals

Balance:	$234,705.36
AZ STATE TAX:	$13,143.50
AZ COUNTY TAX:	$1,760.29
AZ CITY TAX:	$6,923.81
Sales Tax Total:	$21,827.60
Sub Total:	$256,532.96
Cash with Order:	$0.00
Balance Due:	**$256,532.96**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description	List Price
1	TBD	2026 JOHN DEERE 710P	17F1T 710 P-Tier Backhoe Loader	$314,847.00
			0202 United States	$0.00
			0351 Translated Text Labels	$0.00
			0259 English	$0.00
			0605 Level 1 Cab- Includes: Enclosed cab, Halogen work lights, Air suspension seat	$0.00
			0950 Less Vision System	$0.00
			1205 Basic Package Radio- AM/FM/Weather Radio	$0.00
			8030 Fire Extinguisher Bracket	$113.00
			8096 Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)	$207.00
			8109 Flip-down Front Sun Visor	$106.00
			183N JDLink™- Telematics	$0.00
			3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	$0.00
			4006 John Deere 4.5L - FT4/Stage IV	$0.00
			8075 Diagnostic Oil Sampling Ports	$509.00
			5249 Galaxy 20.5-25 16PR Rear & 15-19.5 12PR Front	$0.00
			6155 Dual Batteries with Disconnect and Jump Post	$0.00
			8226 LED 4-Corner Beacon Lights	$657.00
			6752 Extendible Dipperstick	$11,977.00
			6578 1500 lb. (680 kg.) Counterweight	$0.00
			7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	$9,587.00
			7028 Pilot Controls, Two Lever, with Pattern Selection	$0.00
			7037 Two-Function Loader Hydraulics, Single Lever (Single-lever control with horn, rear differential lock, electric clutch cutoff switch, MFWD (momentary), and gear selection buttons)	$0.00
			7815 36 in. (903 mm.) Heavy-Duty Bucket, 15.8 cu. ft. (0.45 cu. m.)	$6,824.00
			7869 96 in. (2.43 m.) General Purpose Bucket, 1.89 cu. (Pin-on bucket includes reversible bolt-on cutting edge and skid plates)	$9,695.00
			AT465778 Bottom Guard	$614.00
			AT194368 Auxiliary Backhoe Hydraulic Plumbing Kit, Two-Way for Thumb, Clamp, Swinger or Jaw Bucket	$312.00
1	TBD	2026 WERK-BRAU EZG5MT-3H	EZG5MT-3H Main pin Hydraulic Thumb, 3 Tines, Narrow Mesh	

CITY COUNCIL AGENDA BILL

AB 3427
November 10, 2026
Consent Items

Agenda Item: 3j
Proposed Action & Subject: Approval of a third-party plan review contract with Building Code Solutions for up to 5-years of service in an amount not-to-exceed $850,000.

Department	Community Development/ Steve Mertes
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	NA
Exhibits	A. Contract and proposal/costs B. Scoring Summary C. RFP Information

Finance Approval	JMC Reviewed 10/27/26
City Attorney Approval	MKC 10/30/2026
City Manager's Recommendation	Recommend approval BW for KP 11/3/2026

Expenditure Required	
$	850,000 possible for 5 years
Amount Budgeted	
$	140,000 current fiscal year
Account No. (Description)	10-5310-32-6405 (Professional Services)

SUMMARY STATEMENT

Background: The Building Safety department uses a third-party plan review firm as a means of handling the more involved reviews and maintaining workloads and timeframes. An RFP was issued in July of this year soliciting proposals for third-party plan review services, while the 6-month extension option was put in place from the last such contract to cover the gap until a new firm was hired. 576 vendors across the country were notified, 50 vendors reviewed the RFP, and eleven responses were received. The eleven proposals were evaluated by a team from the Community Development department and scored based upon the following criteria:

- Experience and qualifications (50 total points)
- Project understanding and approach (20 total points)
- Proposed fee schedule (30 total points)

After completing the initial evaluation of all proposals received, interviews were conducted with the top two ranked firms, Shums Coda Associates and Building Code Solutions Inc, which had overall scores of 84.95 and 84.96 points, respectively.

It is recommended that Council approve a contract with Building Code Solutions, Inc. If Council approves, this vendor will be awarded a three-year contract with two optional one-year renewal terms under the same terms and pricing, not to exceed $850,000 (total for full five years). The Building Code Solutions' team slated for Sedona is made up of multiple ICC Certified Master Code Professionals and Certified Building Officials, Professional Engineers, and a Structural Engineer. They are able to provide educational opportunities for staff along with the contracted plan review services.

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

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Council may elect not to approve the contract.

MOTION

I move to: approve the Professional Services Agreement with Building Code Solutions, Inc. for plan review services in an amount not-to-exceed $850,000.00 for up to 5-years, subject to approval of a written contract by the City Attorney's Office.

CITY OF SEDONA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City") and Building Code Solutions, Inc. ("Consultant").

RECITALS

A. The City intends to undertake a project for the benefit of the public and with public funds as more fully set forth in the Scope of Work, **Exhibit A**, that requires professional services as defined by the Sedona City Code, Section 3.050.010.

B. The City desires to retain the professional services of Consultant to perform certain professional services and produce the specific work set forth in **Exhibit A** and Consultant desires to enter into this Agreement to perform those certain professional services and produce the specific work in accordance with terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. Term/Termination.

   A. Term. The initial contract term shall be for three (3) years from the effective date, with the option to renew for up to two (2) additional one-year terms at the sole option of the City, with the same terms, conditions, and pricing.

   B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, City shall pay Consultant for all work previously authorized and performed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.

   C. Termination for Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Consultant specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Consultant; (2) invoicing the Consultant; (3) collection against the Performance Bond if applicable, or (4) a combination of the aforementioned remedies or any other remedies as provided by law.

   D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Consultant unless and until Consultant has delivered to the City all documents and other work products prepared by Consultant in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge is owed by City to Consultant in the event of termination.

   E. Appropriation of Funds. 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.

F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

G. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, at the City's discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement processes to select a consultant to provide goods and/or services similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

2. Scope of Work.

A. Consultant shall provide City the professional services identified in the Scope of Work attached as **Exhibit A** for Third-Party Plan Review Services, RFP No. 27-01 (the "Project"). No terms or conditions set forth or referenced in **Exhibit A** will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement.

B. Consultant shall provide the professional services, including any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the City and its designated employees. Consultant shall perform the professional services required by, and as outlined in, **Exhibit A** to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

C. Consultant Qualifications. The Consultant hereby warrants that it is qualified by experience, necessary work force and materials to assume the responsibilities and render the professional services described herein and has all requisite corporate authority and professional licenses in good standing that are required by law.

D. Ownership of Documents. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of the City and are to be delivered to the City before the final payment is made to the Consultant. Consultant hereby grants to the City an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Consultant pursuant to this Agreement. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

E. Compliance with Law. It is required that the professional services to be performed by Consultant pursuant to this Agreement shall be done in compliance with all applicable laws, ordinances, rules and regulations.

F. Inspection; Acceptance. All professional services and work performed by Consultant are subject to inspection and acceptance by the City at reasonable times during Consultant's performance.

G. Time. Time is of the essence for this Agreement. Consultant shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in **Exhibit A**.

H. Corrections. Consultant shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work provided and the professional services performed as applicable to the Scope of Work.

I. Key Personnel. Consultant shall utilize the key personnel, if any, listed in **Exhibit A**. Consultant shall not change the listed key personnel, not utilize the listed key personnel, or utilize any other key personnel without prior written approval of the City. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

J. Notice to Proceed. Unless otherwise noted by City, complete execution of this Agreement by both parties constitutes official notice to proceed with the work.

3. Compensation; Billing.

A. City shall compensate Consultant as provided in the Scope of Work, **Exhibit A**.

B. The total compensation paid to Consultant under this Agreement, inclusive of the initial three (3) year term and both optional one (1) year renewal terms exercised under Section 1.A, shall not exceed $**850,000.00**, calculated in accordance with the percentage of permit fee, flat fee, and/or hourly rates set forth in the Cost Proposal, **Exhibit A**, as applicable to each service type. This not-to-exceed amount is a maximum authorization only and does not constitute a guaranteed order, a guaranteed volume of work, or a guarantee of minimum compensation. This not-to-exceed amount is subject to the availability of appropriated funds under Section 1.E for each fiscal year in which services are performed.

C. Payment. Unless otherwise agreed to by the City in writing, Consultant will submit monthly invoices to the City. City will process and remit payment within thirty (30) days of receipt of a properly completed invoice and payment will be delinquent only thirty (30) days after the date received by City. Payment may be subject to or conditioned upon City's receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, Consultant shall continue to render professional services in a timely manner. Payment by the City does not constitute acceptance by the City of the professional services or Consultant's performance, nor does payment constitute a waiver of any rights or claims by the City. Unless approved in advance by the City in writing, payment will be made via the Automated Clearing House (ACH) network.

D. Invoices. No terms or conditions set forth or referenced in any invoice, purchase order, or similar document issued by Consultant will be deemed accepted by the City; the terms and conditions of the contractual relationship between the parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:

1. Consultant name, address, and contact information;
2. City PO Number;
3. Project name;
4. Date of services;
5. Description of professional services and work provided;
6. If applicable, mileage or travel costs; and
7. Total amount due.

E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless included in the Scope of Work, **Exhibit A**, or expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

F. Taxes. The price included in Scope of Work, **Exhibit A**, shall include all applicable sales taxes pursuant to Sedona City Code, Section 3.05.030. Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant other than applicable sales tax specifically included in **Exhibit A**.

G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Consultant is a disallowed cost, such as an overpayment or a charge not in accordance with this Agreement, the City will notify Consultant in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Consultant in the amount of the disallowance, or to require repayment of the disallowed amount by Consultant. Consultant will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement require a written Amendment signed by both parties. If Consultant proceeds without such written amendment, Consultant shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract.

5. Indemnification. To the fullest extent permitted by law, Consultant will indemnify, defend and hold harmless 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 Consultant, its officers, employees, agents or any tier of subconsultant in connection with Consultant's work or professional services in the performance of this Agreement. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or professional services performed by Consultant for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification provision shall survive the expiration of the Agreement.

6. Insurance.

A. General. The Consultant agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following insurance coverages as required by the City. The Consultant shall submit certificate(s) of insurance from the Consultant's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and approval by the City. The Certificate shall specifically identify this Agreement/Project and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.

1. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000.00 each accident
Bodily Injury by disease	$1,000,000.00 policy limit
Bodily Injury by disease	$1,000,000.00 each employee

2. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

3. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, for each of the Consultant's owned, hired, scheduled or non-owned automobiles assigned to or used in the performance of the Scope of Work.

B. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. Blanket endorsements are acceptable.

C. The following policies shall include Additional Insured endorsements with the City of Sedona as the additional insured: Automobile Liability Insurance and Commercial General Liability. Blanket endorsements are acceptable.

D. All required insurance coverages shall be procured and maintained with forms and insurers acceptable to City, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

E. 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.

F. Failure on the part of Consultant 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 Agreement, 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 Consultant to City upon demand, or City may offset the cost of the premiums against any monies due to Consultant from City.

G. City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. Consultant agrees to execute any and all documents necessary to allow City access to any and all insurance policies and endorsements pertaining to this Agreement.

H. 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.

7. Licenses and Permits. Consultant and any subconsultants shall maintain and keep current any Federal, State, and local licenses and permits required as applicable to this Agreement.

8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement 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 Agreement or the subject matter thereof and consent to a trial to the court.

10. Independent Contractor. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subconsultants. Consultant shall make no representation that it is an employee of City for any purpose.

11. Non-discrimination. Consultant, its agents, employees, contractors 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. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Consultant who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees that: i. Consultant and each subcontractor/ subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A); ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Consultant or subcontractor/subconsultant employee who works on the Agreement to ensure that Consultant or any subcontractor/subconsultant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Consultant 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.

14. Notices. Any notice or communication between Consultant and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Tony Allender, Community Development Director
102 Roadrunner Drive

Sedona, AZ 86336
Via email: TAllender@SedonaAZ.gov

CONSULTANT: Building Code Solutions, Inc.
Attn: Brittany Allen
11757 S. Sun Tea Way
South Jordan, UT 84009
Via email: brittany@bcscodegroup.com

15. Continuation During Disputes. Consultant agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Consultant will continue to perform the obligations required of Consultant during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

16. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, 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 agree that in the event of litigation arising from this agreement, 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.

17. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

18. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Consultant 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.

19. Use of City Seal/Logo. Consultant shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Consultant is authorized to use City's name on a list of client names.

20. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

21. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Consultant and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF SEDONA, ARIZONA

By:
Title:

ATTEST:

APPROVED AS TO LEGAL FORM:

BUILDING CODE SOLUTIONS, INC.

Signature

Printed Name: Brittany Allen

Title: Owner & Director of Training & Education

Date: _____

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

EXHIBIT A
SCOPE OF WORK AND COSTS

Exhibit A consists of the following documents, attached hereto and incorporated herein:

1. Building Code Solutions, Inc. Proposal for Third-Party Plan Review Services, RFP No. 27-01, dated August 12, 2026.

2. Building Code Solutions, Inc. Cost Proposal, Section 1 – Percentage-Based Fees and Section 2 – Flat Fee and Hourly Rate Pricing.

BCS
BUILDING CODE SOLUTIONS

Innovative Code Compliance for the Modern World

City of Sedona, Arizona
RFP# 27-01

Third-Party Plan Review Services



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Letter of Transmittal

Building Code Solutions, Inc. (BCS) is pleased to submit this proposal to provide professional, third-party plan review services to the City of Sedona. BCS formally agrees to the requirements and conditions stated in RFP No. 27-01, subject only to the limited exception identified in Section 5 of this proposal.

Statement of Understanding of the Work to be Performed:

BCS understands that the City of Sedona is seeking qualified firms to provide as-needed, third-party plan review services to supplement the in-house review capacity of the Community Development Department. This partnership will provide critical overflow support during peak permit volume periods, technical reviews for complex or specialized projects, and backup coverage during staff absences.

We understand that the City processes approximately 700 building permits annually, including approximately 100 commercial and 600 residential permits. In supporting this volume, BCS is prepared to provide thorough, comprehensive code reviews across all required disciplines while consistently meeting the City's established turnaround requirements. Our team is also available to participate in pre-application conferences, plan review coordination meetings, and other project-related meetings as needed to address code requirements, resolve complex issues, and facilitate an efficient review and permitting process.

Statement of Affirmation of Firm Qualifications:

BCS is exceptionally qualified to professionally and expertly conduct this work. Founded by seasoned plans examiners and code professionals, BCS operates in a fully paperless, remote environment. This structure allows our senior staff to review projects directly, without delegating to junior staff. Our collective credentials include:

- Licensed Professional Engineer (PE), Structural Engineer (SE), and Fire Protection Engineer (FPE) registrations.
- ICC Master Code Professional (MCP) and Certified Building Official (CBO) designations, with over 100 collective ICC certifications.
- Deep expertise reviewing plans for comparable municipal clients nationwide.
- Expert familiarity with the International Codes and local amendments, including Arizona, where our company president, Chris Kimball, is a licensed Civil Engineer (Registration No. 48503).

We are fully prepared to serve as a seamless, **customer-focused extension of the Sedona Community Development Department**, ensuring code compliance while facilitating an efficient, educational path to permit issuance.

Sincerely,

Brittany Allen, Owner & Authorized Representative

Director of Training & Education
Building Code Solutions, Inc.

PRIMARY CONTACT

Brittany Allen
Director of Training & Education
Phone: (801) 512-7398
11757 S. Sun Tea Way
South Jordan, Utah 84009
Email: brittany@bcscodegroup.com

www.bcscodegroup.com

General Profile

CORPORATE INFORMATION

Building Code Solutions, Inc.
11757 S. Sun Tea Way
South Jordan, Utah 84009
Phone: (801) 682-5031
Website: https://bcscodegroup.com/
Federal E.I.N.: 99-4873484

Although BCS was established in 2024, our firm represents the next evolution of a highly experienced team of senior professionals who **have worked together for more than a decade** providing municipal plan review services. In just two years, BCS has already been selected by more than 40 jurisdictions to provide plan review services, demonstrating the trust local governments place in our team to deliver timely, thorough, and consistent reviews. BCS is a fully remote organization operating in a paperless environment, allowing us to be highly responsive and efficient. BCS will service the City of Sedona from our primary office in South Jordan, Utah, providing responsive, accessible support and rapid communication throughout the City's business hours.



Our team is deeply familiar with the 2018 International Codes and 2017 National Electrical Code adopted by the City and is prepared to apply all applicable Arizona requirements and City of Sedona amendments throughout the review process.

Our greatest competitive advantage is the depth of expertise within our leadership team. BCS team members have consulted for over one hundred jurisdictions nationwide and frequently author code publications and training materials for the International Code Council (ICC).



www.bcscodegroup.com

General Profile

Key Personnel

Each member of our team brings years of experience in the building safety industry. This sheet and the next provide a summary of the specific duties each of us would perform on behalf of the City of Sedona and our credentials. Detailed resumes for each individual are provided in Appendix A of this proposal.



Chris Kimball, PE, SE, FPE, MCP

President, Lead Plan Review Engineer

Duties: Oversees and performs structural and fire/life safety reviews. Directs coordination on specialized engineering reviews and alternative materials/methods.

Credentials: Master of Engineering (Structural Emphasis), Utah State University; Licensed PE (Arizona #48503, WA, CA, NV, UT), SE (UT), FPE (WA, CA, NV, UT); ICC Master Code Professional (MCP) and Certified Building Official (CBO). Approved ICC Instructor and author of national IBC Illustrated Handbooks.



George Williams, MCP, CBO

Director of Operations, Senior Plans Examiner/Inspector

Duties: Performs commercial and residential plan reviews with an emphasis on building, mechanical, plumbing, electrical, and energy code compliance.

Credentials: PhD in Civil Engineering (Expected Winter 2027), Master of Science in Construction Management, BYU; ICC Certified MCP and CBO. Commercial Energy Plans Examiner. Authored national ICC study guides (Plumbing Code Essentials, IPC Study Companion).



Brittany Allen, MPA

Director of Training & Education, Senior Plans Examiner

Duties: Primary contract manager, handles day-to-day coordination with Sedona's building department, manages workload scheduling, and performs residential plan reviews.

Credentials: Master of Public Administration (MPA), Southern Utah University; ICC Certified Residential, Building, Commercial and Residential Energy, and Accessibility Plans Examiner. Past President of the Utah Chapter of the ICC (2020-2022).

www.bcscodegroup.com

General Profile

Key Personnel Continued



Layne Western, CBO

Director of Business Development, Senior Plans Examiner

Duties: Performs commercial and residential plan reviews with an emphasis on building, mechanical, plumbing, electrical, and energy code compliance.

Credentials: Over 25 years of public-sector building department experience; ICC Certified Certified Building Official (CBO). President of the Utah Association of Building Officials (UABO) (2023).



Cody Richards, CBO

Director of Client Services, Senior Plans Examiner/Inspector

Duties: Performs commercial and residential plans examinations, oversees client satisfaction, and leads internal quality control reviews.

Credentials: Master of Public Administration (MPA), Southern Utah University; ICC Certified Certified Building Official (CBO); Commercial and Residential Combination Inspector.



Daniel Mooney

Plan Review Engineer

Duties: Performs structural plan reviews.

Credentials: Licensed Professional Engineer; over 15 years of experience in structural engineering, code compliance, and plan review across public and private sectors.



Mike Molyneux

Plan Review Engineer

Duties: Performs structural and building plan reviews.

Credentials: Licensed Professional Engineer; ICC Certified Building Plans Examiner; over 15 years of experience in structural engineering, code compliance, and plan review across public and private sectors.

www.bcscodegroup.com

General Profile

Firm Qualifications

- **Licensed/Certified Plan Reviewers:** Collectively, our team holds more than 100 ICC certifications across a broad range of disciplines. **Our plan examiners hold certifications in all disciplines required for this scope of services**, including Residential Plans Examiner, Building Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Electrical Plans Examiner, Accessibility Plans Examiner, Commercial and Residential Energy Plans Examiner, and Fire Plans Examiner. Our team also includes an Arizona-licensed Civil Engineer who holds a Master of Engineering degree with an emphasis in structural engineering.

- **Comprehensive Plan Review Expertise:** Our team has **extensive experience performing multidisciplinary plan reviews** across all major code disciplines, including building, structural, architectural, life safety, mechanical, electrical, plumbing, fuel gas, energy, and accessibility, as well as specialty reviews involving pools, spas, photovoltaic systems, and fire/life safety. Our reviewers are experienced in applying the IBC, IRC, IEBC, IMC, NEC, IPC, IFGC, IECC, ADA requirements, ICC/ANSI A117.1, and applicable local amendments.

- **Proven Support for Similar Jurisdictions:** Our team has extensive experience acting as a seamless extension of municipal building departments for communities of similar scale, such as Eagle Mountain City, UT, and Elko, NV. **We routinely manage comparable permit volumes with an emphasis on keeping review pipelines moving smoothly and minimizing bottlenecks,** ensuring BCS can effectively support Sedona's typical flow of approximately 700 annual permits.

- **Code Compliance Experts:** We bring **immediate familiarity with the 2018 International Codes and the 2017 National Electrical Code (NEC)**, along with direct experience performing plan reviews for jurisdictions throughout Arizona. **Our team routinely works with jurisdiction-specific code amendments and incorporates each agency's locally adopted requirements into every review.** Backed by an ownership team holding over 100 collective ICC certifications and a licensed Arizona Civil Engineer, BCS is well equipped to quickly integrate Sedona's local amendments, policies, and adopted requirements into our review process, ensuring consistent, accurate, and jurisdiction-specific code compliance.

- **Insurance Coverage:** BCS maintains professional liability (errors and omissions), commercial general liability, and workers' compensation insurance and **will provide coverage meeting all requirements of the City's Professional Services Agreement**, including naming the City of Sedona as an additional insured where required.

www.bcscodegroup.com

References

Municipality	Representative	Contact Information
Eagle Mountain City, Utah	Kade Hillstead, Building Official	(801) 420-2305 khillstead@eaglemountain.gov
Salt Lake City Corporation	William Warlick, Building Services Manager	(385) 261-4153 william.warlick@slcgov.com
Utah County, Utah	Steve Kitchen, Building Official	(801) 851-8345 stevek@utahcounty.gov
City of Sparks, Nevada	Teresa Parkhurst, Permit Supervisor	(775) 353-1521 tparkhurst@cityofsparks.us
City of Elko, Nevada	Jeff Ford, Building Official	(775) 388-3628 jford@elkocitynv.gov

Example Plan Reviews

We have provided four representative sample plan reviews completed within the past year in **Appendix B: Plan Review Examples.** In accordance with Section 2.5 of the RFP, these samples showcase our proposed team's direct experience evaluating diverse building types:

- New Single-Family Residential home - A comprehensive plan review for a **new custom single-family home** located in Douglas County, Nevada.
- Single-Family addition or large alteration - A comprehensive plan review of a single-family residence in Elko, Nevada, involving **extensive remodeling and reconstruction following fire damage**.
- New Commercial Building - A comprehensive plan review for a new **37,893-square-foot mercantile occupancy building** located in Elko, Nevada.
- New Multi-Family Building - A comprehensive plan review of a new **364,859-square-foot, multi-phase development** in Vineyard, Utah, consisting of residential, assembly, business, storage, and parking occupancies.

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Work to be Performed

Approach & Methodology



Building Code Solutions, Inc. (BCS) approach to providing plan review services is centered on serving as a **seamless, high-performance extension of the City of Sedona Community Development Department**. Our primary goal is to become a trusted municipal partner by providing technically sound, legally compliant, and customer-focused plan check services that support the City's safety and economic development goals.

Our fully remote, paperless operating model is built on efficiency, using cloud-based document sharing and advanced electronic plan review systems to eliminate administrative delay. Every plan check is conducted with an emphasis on consistent code enforcement, clear client communication, and rigorous quality control.

Step-by-Step Plan Review Process

We utilize a standardized, five-stage workflow to manage each project from assignment through final code compliance approval:

Intake and Assignment: Upon notification of a plan review assignment from Sedona staff via the City's permitting system, email, or secure file transfer, BCS Contract Manager Brittany Allen logs the project into BCS's Monday.com project management system, verifies submittal completeness, and assigns it to the appropriate plans examiner. Monday.com tracks each project's reviewer, review cycle, and required due date, with automated deadline notifications that allow BCS to proactively manage workloads and ensure no review deadline is missed.

Comprehensive Technical Evaluation: The assigned examiner performs a **thorough review of the construction documents and applicable supporting materials,** including structural calculations, geotechnical reports, MEP plans, and energy compliance documentation. The review evaluates the proposed design for compliance with applicable codes, ordinances, and adopted amendments, identifies code deficiencies, and verifies that required information is clearly and consistently reflected throughout the construction documents. When applicable, fire and life safety reviews will be coordinated with the local fire authority.

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Work to be Performed

Step-by-Step Plan Review Process *(cont.)*

Code Correction Sheet Generation: If code corrections are required, the examiner compiles a **clear, itemized list of corrections in Word format**. Each comment is written in an educational, constructive tone, specifically references the applicable code section (e.g., "2018 IRC Section R310.2.1"), and provides sufficient information and direction for the applicant to understand and address the required correction.

Direct Applicant Coordination: In coordination with City staff, BCS can communicate directly with the applicant and design professionals to clarify correction items, answer technical questions, and expedite the resubmittal process, preventing unnecessary project delays.

Re-Review & Final Approval: Upon receipt of resubmitted plans, BCS conducts a prompt, targeted re-review, verifying that all previous comments have been successfully resolved. Once fully compliant, BCS compiles final documentation, applies approval stamps (if requested by the City), and transfers the approved files back to City staff and/or applicant for permit issuance.

Quality Control & Quality Assurance

To ensure that all plan reviews are **accurate, consistent, and well-documented**, BCS implements a rigorous quality control (QC) process for all deliverables. Before any code correction sheet or approved plan set is returned to the City of Sedona, a secondary internal peer review is performed to verify correct and complete code citations, ensure comments are clear and constructive, and confirm consistency with the City's adopted codes, local amendments, and applicable ordinances.



Work to be Performed

Turnaround Time Commitments

BCS recognizes that predictable turnaround times are vital to municipal customer service. We formally commit to meeting or exceeding Sedona's required performance metrics, as summarized in the table below:

Plan Review Service Type	BCS Commitment
First Review - Single Family Residential	6 Business Days
First Review - Commercial, Multi-Family, etc.	10 Business Days
Re-Reviews	5 Business Days
Expedited Reviews -upon request and agreement	3 Business Days

Overflow Capacity & Workload Fluctuations

Because BCS is owned and operated by five senior code professionals and supported by two contracted plan review consultants, **we possess a unique and robust operational capacity.** BCS anticipates utilizing Daniel Mooney, PE, and Mike Molyneux, PE, when additional structural plan review capacity or specialized structural expertise is required. Both consultants will perform work under the direction of BCS and in accordance with our established quality-control procedures; their addresses, qualifications, and experience are provided in Appendix A. All other plan review and contract administration services will be performed directly by BCS personnel.

Our team structure allows us to **dynamically distribute workload across qualified professionals based on project type, complexity, and demand.** If the City of Sedona experiences an unexpected spike in permit filings or is managing a highly complex commercial project, BCS can quickly allocate additional resources to maintain established turnaround times. Brittany Allen coordinates daily scheduling and workload assignments to balance reviews, monitor deadlines, and ensure projects continue moving forward, providing dependable and responsive plan review support for the City of Sedona.

SECTION 5 - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: Building Code Solutions Inc.

List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. **If there are no exceptions, state "NONE."**

Exceptions:

~~Exception to Section 3.22(A) – Term: BCS accepts the initial three (3)-year contract term and agrees that proposed pricing will remain firm throughout the initial term. For either of the two optional one-year renewal periods, BCS respectfully requests the opportunity to evaluate and, if necessary, propose a reasonable adjustment to pricing based on changes in operating costs and market conditions. Any proposed adjustment would be subject to mutual agreement between BCS and the City prior to renewal.~~

RETRACTED 9/21/2026

If additional space is needed, include additional copies of this page.

SECTION 6 - SUBMITTAL FORM

In response to the Request for Proposals, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, services, permits, supervision, equipment and equipment rental, and its capability to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for:

THIRD-PARTY PLAN REVIEW

Respondent certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addendum thereto; that they are submitting a proposal in strict accordance with the Instructions in this document; and that they have carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that they have examined the proposal documents thoroughly, studied and carefully correlated respondent's observations with the proposal documents and all other matters which can in any way affect the work.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City's Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

Building Code Solutions Inc.	
Offeror (Entity Name)	Signature
11757 S Sun Tea Way	Brittany Allen
Street & Mailing Address	Print Name of Signator
South Jordan, UT 84009	Owner/Director of Training and Education
City, State and Zip	Title of Signator
801-512-7398	801-512-7398
Telephone No.	Mobile No.
brittany@bcscodegroup.com	August 12, 2026
E-mail Address	Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

Acknowledgment of Addenda (if any):

Addendum 1 N/A Date Received_____
Addendum 2 N/A Date Received_____
Addendum 3 N/A Date Received_____

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Appendix A

Ⓐ Resumes

Resume	Page
Chris Kimball, PE, FPE, MCP, CBO	14
George Williams, MCP, CBO	16
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Chris Kimball

President

Lead Plan Review Engineer

Profile

Mr. Kimball is a licensed civil, structural and fire protection engineer as well as an International Code Council (ICC) Master Code Professional. He is certified by ICC as a building official, fire code official, combination plans examiner, combination building inspector, and more. He received his master's degree with an emphasis in structural engineering and currently serves as the President of Building Code Solutions, Inc. Chris has performed plan reviews for thousands of projects and is an approved ICC instructor who regularly provides code training to building officials, design professionals, and contractor organizations throughout the United States. He is also the author of numerous code publications.

Work Experience

2024 - Present
Building Code Solutions, Inc. (BCS)
President / Lead Plan Review Engineer
Oversees and performs many of the building and fire plan reviews conducted by BCS. Develops and provides fire and building code training.

2009 - 2024
West Coast Code Consultants, Inc.
Vice President
Oversaw the plan review and inspection services provided by numerous WC³ offices, including management of the fire plan review team. Accountable for the complete fire and building plan reviews of projects seeking a building permit to ensure that designs are safe and in compliance with adopted codes.

2005 - 2009
Kimball Engineering, P.C.
President / Owner
Provided structural and complete plan review services to local jurisdictions throughout Utah, Arizona, Nevada, and Wyoming. Often provided building code training to numerous ICC, design professional, and contractor organizations.

2005 - 2007 Salt Lake City Corporation
Structural Plans Examiner
Performed structural review of plans, specifications, calculations, and engineering reports to ensure compliance with the adopted building codes. Met with permit applicants, design professionals, and contractors to discuss projects during the design-development stage and throughout the construction process.

Contact

+ chris@bcscodegroup.com
+ (801) 682-5031
+ 11757 S. Sun Tea Way
South Jordan, Utah 84009

Education

+ **Utah State University**
Master of Engineering - Structural Emphasis
Completed in 2001
+ **Utah State University**
Bachelor of Science - Civil Engineering
Completed in 2000

Licenses

+ Utah 4775874-2203 (Structural/Civil/FPE)
+ Utah 4775874-5601 (Comb. Inspector)
+ Washington 53117 (Civil/FPE)
+ California 67857(Civil)
+ California 2343 (FPE)
+ Nevada 019503 (Civil/FPE)
+ Arizona 48503 (Civil)

Certifications

+ ICC Certified (#5309944):
+ Master Code Professional
+ Certified Building Official
+ Certified Fire Code Official
+ Combination Plans Examiner
+ 4-Way Commercial Inspector
+ 4-Way Residential Inspector
+ Accessibility Inspector/Plans Examiner
+ Building Code Specialist
+ Fire Code Specialist
+ Mechanical Code Specialist
+ Plumbing Code Specialist
+ Electrical Code Specialist
+ Fire Plans Examiner
+ Fire Inspector I & II
+Numerous more ICC Certifications

BCS BUILDING CODE SOLUTIONS

Chris Kimball

(801) 682-5031 chris@bcscodegroup.com www.bcscodegroup.com

Awards

- California Association of Building Officials - *Educator of the Year, 2021*
- Beehive Chapter of ICC
  Hugo Service Award, 2019
- Structural Engineers Association of Utah
  Engineer of the Year, 2014
- Utah Chapter of ICC
  Industry Award for Excellence 2022, 2014 & 2010
  Chapter Education Award 2026, 2021, 2019, 2015
- International Code Council
  Approved Instructor
- ICC Evaluation Services
  Board of Managers, 2025-2027

Publications

- Thornburg, D., Kimball, C. 2021 International Building Code Illustrated Handbook, International Code Council (2022).
- Thornburg, D., Kimball, C., Bracken, W. 2018 International Building Code Illustrated Handbook, International Code Council (2018).
- Kimball, C. 2018 International Existing Building Code Handbook, McGraw-Hill Education (2019).
- International Code Council. 2024 International Existing Building Code Commentary, International Code Council (2024).
- International Code Council. 2021 International Existing Building Code Commentary, International Code Council (2021).
- Kimball, C. Building Official's Expectations, Structure Magazine (April 2017).
- Kimball, C. How Familiar are You with the IEBC?, Structure Magazine (November 2016).

Sample Project Experience

BROADWAY BLOCK – *San Diego, CA*

This exciting project encompasses one entire block in downtown San Diego. It includes an eight-story level podium which supports a 41-story tower as well as a 20-story tower. It has a total floor space of 720,000 square feet with 617 residential units and ground-floor retail and commercial space. The project follows a performance-based seismic design approach following the Tall Buildings Initiative, "Guidelines for Performance-Based Seismic Design of Tall Buildings". Mr. Kimball served as a member of the seismic peer review team as well as the structural reviewer on behalf of the city.

CITY CREEK CENTER – *Salt Lake City, UT*

This development encompasses three city blocks in downtown Salt Lake City. It includes four levels of below-grade parking, a large podium area, five residential high-rises, over 90 retail stores, with a closed or open-air skylight. The construction valuation was over 2 billion dollars and work occurred over a five-year span. The project followed a performance-based structural design approach. Mr. Kimball oversaw the structural peer review committee and performed the structural plan reviews for each phase of the project on behalf of the city.

APPLE CAMPUS – *Cupertino, CA*

Mr. Kimball was involved from the very beginning and through the end of this exciting project. The company he worked for was selected to perform complete plan review services on behalf of the city for the main building and central plant for this $5+ billion project. The main campus building is four-stories and houses 2.8 million square feet of office, research, fitness, theater spaces and more. It incorporated numerous alternate means and methods as well as performance-based design approaches.

UCSD HILLCREST CAMPUS REDEVELOPMENT – *San Diego, CA*

Mr. Kimball performed the fire & life safety reviews for both Phase 1 and Phase 2 of the UCSD Hillcrest Campus Redevelopment project. This exciting project encompasses roughly 60 acres in central San Diego. Phase 1 had an estimated construction cost of $2.5 billion and included a 255,000 SF, 6-story outpatient pavilion; a 10-level parking structure that provides 1,850 parking spaces; a central utility plant; and significant site improvements. Phase 2 includes a multipurpose clinical research building that will provide 135,000 SF of clinical research, administrative space, retail, childcare, community wellness and parking.

DANNON ASRS – *West Jordan, UT*

This project consists of a rack-supported structured that has a 30,000 SF footprint and is 100-feet in height. The building is non-occupied, and the racking incorporates an automated storage and retrieval system (ASRS) that can store more than 7,000 pallets. The racking was fabricated in Germany and required fabricator approvals and construction industry conversions. Mr. Kimball performed all necessary structural plan reviews of this project on behalf of the city.

BCS BUILDING CODE SOLUTIONS



George Williams

Director of Operations
Senior Plans Examiner/Inspector

Contact

- george@bcscodegroup.com
- (801) 403-8152
- 11757 S. Sun Tea Way
  South Jordan, Utah 84009

Education

- **Brigham Young University**
  PhD - Civil Engineering
  Expected Graduation of Winter 2027
- **Brigham Young University**
  Master of Science - Construction Mgmt.
  Completed in 2015
- **Weber State University**
  Bachelor of Science - Construction Mgmt.
  Completed in 2008

Licenses

- Utah 6048299-5601 (Comb. Inspector)

Certifications

- ICC Certified (#5264297):
- Master Code Professional
- Certified Building Official
- Commercial Combination Inspector
- Residential Combination Inspector
- Building Plans Examiner
- Plumbing Code Official
- Plumbing Plans Examiner
- Mechanical Code Official
- Mechanical Plans Examiner
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Res. Energy Inspector/Plans Examiner
- Accessibility Insp./Plans Examiner
- Housing Code Official
- IAPMO Plumbing Code Plans Examiner
- IAPMO Mechanical Code Plans Examiner

+Numerous more...

Profile

Mr. Williams has worked as a consultant for numerous jurisdictions in Utah, Nevada, Washington, California, Wyoming, and North Dakota. His consulting experience has included the initial start-up of multiple building departments. This included the adoption of codes, implementation of permitting processes, and the development of policies and procedures. Mr. Williams holds a master's degree in construction management and has numerous International Code Council (ICC) and IAPMO certifications including that of Master Code Professional and Certified Building Official. He has authored numerous publications on behalf of ICC, including: Plumbing Code Essentials, the 2021 IPC Study Companion, 2021 IFGC Study Companion, 2021 IPC Commentary and 2024 PMG Significant Changes.

Work Experience

2024 - Present
Building Code Solutions, Inc. (BCS)
CFO / Lead Plans Examiner

Provides comprehensive commercial and residential plan review services. Develops and provides building code training. Oversees BCS financials.

2014 - 2024
West Coast Code Consultants, Inc.
Senior Plans Examiner / WC3 Academy Director

Provided plan reviews and inspection services for a variety of commercial projects. Specialized in numerous code disciplines including, building, mechanical, plumbing, electrical, accessibility, energy, and green codes. Familiar with the International and Uniform codes, as plan review and inspection work encompassing numerous municipalities in multiple states. Regularly responsible for overseeing code compliance and inspection of large-scale state-owned buildings; including oversight of special inspection firms.

2005 - 2014
Forsgren Associates
Building Official / Inspector

Developed, maintained, organized, and oversaw building departments for various municipalities as a contract building official. Responsible for all aspects of building department administration, including creating policies and procedures, commercial/residential plan reviews, calculating permit fees, meeting with design teams, performing field inspections, reviewing special inspection reports, interpreting codes and local ordinances, and other tasks.
Responsible for managing daily field inspections.

BCS BUILDING CODE SOLUTIONS

George Williams

(801) 403-8152 george@bcscodegroup.com www.bcscodegroup.com

Awards / Affiliations

- Beehive Chapter of ICC
  Past President, Vice President, Member
- Utah Chapter ICC
  Chapter Service Award, 2016
- Utah Chapter ICC
  Education Award, 2019
- Beehive Chapter "Hugo" Award, 2023
- IAEI Utah Chapter - Member
- Eagle Scout - 1998

Publications

- Plumbing Code Essentials: Based on the 2021 International Plumbing Code; *Author/Editor on behalf of the International Code Council (ICC).*
- 2021 IPC Study Companion, 2021 IFGC Study Companion, 2021 IPC Commentary, 2024 PMG Significant Changes; *Additional written and visual content, editing, updates and revisions, including text, figures, code tables, questions, and answers, etc.*
- **Graduate Thesis:** (2015) Assessing the Repercussions of a Mass Departure of Building Inspectors from the Code Professional Industry. *Brigham Young University, Provo, Utah.*
- **Article:** (2015) Construction Challenges Associated with the Sudden Population Growth in the Willison Basin Oil Boom; *Presented at ASC Annual International Conference, College Station, TX: Associated Schools of Construction.*
- **Article:** (2019) Understanding the Impacts of the Aging Population of Code Professionals in Utah; *Presented at ASC Annual International Conference, Denver, CO: Associated Schools of Construction.*

Sample Project Experience

SLCC Westpointe Campus – *Salt Lake City, UT*
The SLCC Westpointe Workforce Training & Innovation Center is a 121,000 square foot career and technical education center. The state of the art facility provides educational labs and programs for Composites Technology, Diesel Service Technician, Diesel Service Technician and Driver, Diesel Systems Technology, Electronics Engineering Technology, Electronics Engineering Technology, Manual Machinist, Plastics Injection Molding Technology, Professional Truck Driving (CDL), Solar Photovoltaic Sales & Installation, Web Development and Website Design, Welding Technology/Fabrication/Inspection.

Utah State Correctional Facility – *Salt Lake City, UT*
BCS staff were integrally involved in the new Utah State Correctional Facility (USCF) which officially began operations in July 2022. The facility resides on 200-acres, includes 33 buildings, includes a total building area of 1,300,000 square feet, and accommodates 3,600 inmates of all classifications. With dedicated units for both females and males, the facility also includes mental health housing, substance abuse treatment, medical facilities, classrooms, a kitchen, laundry, religious spaces, and room for future expansion.

META (FACEBOOK) DATA CENTERS – *Eagle Mountain, UT*
BCS staff assisted with providing both plan reviews and building inspections for the Meta Data Center campus located in Eagle Mountain, Utah. This facility covers roughly 500 acres, includes multiple substations, and is well over 3 million square feet. The total construction cost was over $ 3 billion. The site required significant ground improvement prior to commencing construction. Inspections were performed for the overall facility, including the switchyards, roadways, and other improvements.

UPPER WEST APARTMENTS – *West Jordan, UT*
Upper West is a modern, transit-oriented multifamily community at Jordan Valley Station. All apartment units have designer fixtures and integrated smart home technology. A luxury courtyard pool and spa are adjacent to relaxing indoor community areas. The cybercafe is perfect for getting work done in peace. A covered deck on the rooftop spans the corner of the top floor and is designed to offer year-round enjoyment. There's a 15,000-square-foot fitness center, parcel lockers, bike and ski storage, and a beautiful dog park and pet spa.

DAYBREAK FIELD – *South Jordan, UT*
Daybreak Field will be the new home of the Salt Lake Bees and is a multi-level ballpark having a seating capacity for approximately 6,500 fans, with modern premium spaces that include field-level VIP suites and stunning views of the Wasatch Mountain Range. The field is located within a new entertainment district set to be the center of a new community hub, offering proximity to
shops, restaurants, concerts, and more!



Brittany Allen

Director of Training & Education
Senior Plans Examiner

Profile

Mrs. Allen is a seasoned building safety and development professional with over 20 years of experience in code compliance, permitting, and plan review. She currently serves as both a senior plans examiner for BCS and as the Director of Training and Education. Mrs. Allen holds a master's degree in Public Administration, is a certified ICC plans examiner and inspector, and is an experienced building plans examiner. She oversees BCS Elite, a web-based building and fire code training platform that provides self-paced code training to building safety professionals throughout the United States. Mrs. Allen is often asked to provide in-person training to local ICC Chapters and constantly gives back to the industry by serving on the Board of Directors for numerous organizations.

Work Experience

2026 - Present
Building Code Solutions, Inc. (BCS)
Director of Training / Senior Plans Examiner

Provides comprehensive commercial and residential plan reviews. Develops and provides building code training. Oversees BCS Elite, an online building and fire code training platform.

2019 - 2025
West Coast Code Consultants, Inc.
WC³ Academy Manager / Residential Supervisor

Administrator for the company's learning management system that has over 8,000 users. Created and taught building code courses. Performed residential plan reviews for multiple clients through the United States. Trained new hires to become residential plans examiners. Oversaw the residential plan review workload for the Utah Region of the company. Point of contact for multiple clients throughout the western United States.

2003 - 2019
Salt Lake County Planning & Development Services
Associate Division Director

Supervised the day to day operations and employee needs of Planning & Development Services. Oversaw the permitting, inspections, business licensing, planning, zoning, and code enforcement sections of the division. Assisted in preparing and administering the division's budget. Acted as Business License Official for the division. Provided guidance to metro townships, contract cities, and the unincorporated County to ensure government leaders are maintaining compliance with state laws and local ordinances. Tracked legislation and was actively involved in the legislative process. Prior to becoming Associate Director served as the Permitting & Licensing Supervisor for 6 years after 7 years of working as a Permit Technician.

Contact

- brittany@bcscodegroup.com
- (801) 512-7398
- 11757 S. Sun Tea Way
  South Jordan, Utah 84009

Education

- **Southern Utah University**
  Master of Public Administration
  Completed in 2014
- **University of Utah**
  Bachelor of Science - Psychology & Business
  Completed in 2007

Licenses

- Utah 10992261-5602 (Limited Inspector)

Certifications

- ICC Certified (#5244649):
- Building Plans Examiner
- Residential Plans Examiner
- Commercial Energy Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Residential Building Inspector
- Residential Plumbing Inspector
- Permit Technician
- Commercial Energy Inspector
- Accessibility Inspector/Plans Examiner

BCS BUILDING CODE SOLUTIONS

Brittany Allen

(801) 512-7398 brittany@bcscodegroup.com www.bcscodegroup.com

Awards / Affiliations

- Utah Chapter of ICC
  President, 2020-2022
  Treasurer, 2023-Present
  Board Member, 2014-2023
  Secretary, 2011-2014
  Member, 2011-Present
  Permit Technician Award, 2014
  Past President Award, 2023
  Jess M. Miller Award, 2026
- Region XI of ICC
  Treasurer, 2020-Present
- Utah Chapter of ICC - Permit Technician Committee
  Chairperson, 2011-2012
  Committee Member 2010-2024
  Past Chair & Historian, 2012-2024
- Utah Business License Association
  President, 2016-2018
  Board Member, 2014-2019



The Springs at Coyote Ridge



Jordanelle Ridge

Sample Project Experience

The Springs at Coyote Ridge – *Heber , UT*
Completed plan reviews for The Springs at Coyote Ridge, a luxury townhome development. The project consists of 20 luxury townhome buildings, featuring a mix of 4-unit, 5-unit, and 6-unit configurations. The community offers various 3-, 4-, and 5-bedroom floorplans.

Jordanelle Ridge – *Heber , UT*
Conducted plan reviews for the Jordanelle Ridge townhome development, a prominent residential project in one of the fastest-growing markets in the greater Park City region. The development includes 67 three-unit townhome buildings executed over two phases and incorporates four distinct three-bedroom floorplans throughout the community.

Teton County, WY
Performed comprehensive plan reviews for hundreds of custom residential projects throughout Teton County, Wyoming. Reviews encompassed a wide range of structures, including accessory dwelling units, garages, workshops, barns, and large-scale luxury residences. Many of the larger projects incorporated highly specialized and uncommon residential features, such as private bowling alleys, indoor gun ranges, full-size indoor sports courts, and multi-story garages, requiring detailed coordination and advanced code analysis.

Las Vegas, NV
Completed plan reviews for a wide variety of residential projects in the City of Las Vegas, Nevada. The scope of work included single-family homes, casitas, guest-homes, caretaker units, and other accessory dwelling units. Reviews required close coordination with local jurisdictional requirements and careful evaluation of building systems, life-safety considerations, and code compliance to support efficient permitting and successful construction.

Weber County, UT
Conducted detailed plan reviews for a broad range of residential projects across Weber County, Utah. These reviews included custom single-family homes, accessory dwelling units, and supporting residential structures of varying size and complexity. Many projects featured distinctive design elements tailored to mountain and hillside settings, such as ski-out basements and enhanced storage and access areas, requiring careful evaluation of site conditions, building systems, and applicable codes to ensure compliance and constructability.



Layne Western

Director of Business Development
Senior Plans Examiner

Profile

Mr. Western has worked in the building safety industry for more than 30 years. He has served as a building inspector, a plans examiner and as a building official for numerous jurisdictions and now as a third-party consultant. Mr. Western is well-respected in the industry and has served on numerous Chapter boards including at the national, regional, and local level for the International Alliance of the Electrical Industry (IAEI). Those that have worked with him are amazed at his positive attitude, code knowledge, and ability to find common ground with permit applicants without waiving necessary code requirements. Mr. Western is also an accomplished instructor, helping people to understand the basics of the code with never-ending enthusiasm.

Contact

- layne@bcscodegroup.com
- (801) 870-4302
- 11757 S. Sun Tea Way
  South Jordan, Utah 84009

Education

- **Salt Lake Community College**
  Classes in Electrical Plan Review
  1999

Licenses

- Utah 291964-5601 (Comb. Inspector)

Certifications

- ICC Certified (#0870413):
- Certified Building Official
- Building Plans Examiner
- Building Code Specialist
- Combination Inspector
- Commercial Combination Inspector
- Building Inspector
- Electrical Inspector
- Mechanical Inspector
- Plumbing Inspector
- Residential Energy Inspector/Plans Examiner
- Combination Inspector - Legacy
- Mechanical Inspector UMC
- Plumbing Inspector UPC

Work Experience

2026 - Present
Building Code Solutions, Inc. (BCS)

Director of Business Dev. / Senior Plans Examiner

Provides comprehensive commercial and residential plan reviews. Responsible for BCS marketing and growth efforts. Develops and provides building code training.

2022 - 2025
West Coast Code Consultants, Inc.

Client Management / Senior Plans Examiner

Responsible for ensuring compliance with client policies and procedures. Review building plans, engineering and specifications for compliance with the currently adopted IBC, IFC, IMC/UMC, IPC/UPC, IECC, IEBC, NEC and local amendments. Manage and maintain plan review comments and reports in client software. Perform reviews on a wide variety of projects including multi-family, commercial, industrial, retail, office and hazardous occupancies. Worked to maintain good relationships with clients and create new business.

1996 - 2022
City of West Jordan

Building Official / Plans Examiner / Inspector

Responsible for all aspects of the Building Department. Managed a 10-member team of permit techs, plan reviewers and inspectors. Provide and organize training for the division. Prepare and maintain reports for revenue, daily permit and inspection activity. Interpret, explain and ensure compliance with city policies and procedures. Manage, design and maintain programs used for permitting and reports. Perform plan reviews and inspections. Performed post fire inspections. Worked in conjunction with the Fire Marshal.

Layne Western

(801) 870-4302 layne@bcscodegroup.com www.bcscodegroup.com

Awards / Affiliations

- Utah Chapter of ICC
  Member, 1998-Present
- International Alliance of the Electrical Industry (IAEI)
  Board Member, 2012-2014
  Board Member, 2020-2022
- Northwestern Section of IAEI
  President, 2010-2011
  Treasurer, 2012-Present
- Utah Chapter of IAEI
  Member, 1998-Present
  Treasurer, 1999-Present
  President, 2008-2009
- Utah Association of Building Officials (UABO)
  President, 2023
  Member, 2017-Present
- Utah Association of Plumbing & Mechanical Officials (UAPMO)
  Member, 1998-Present
- Utah Chapter IAEI
  Gaylen Rogers Award, 2001-2002
- Northwestern Section of IAEI
  Spirit Award, 2024
- City of West Jordan
  Employee of the Quarter, 2012



Kozo House Apartments

Sample Project Experience

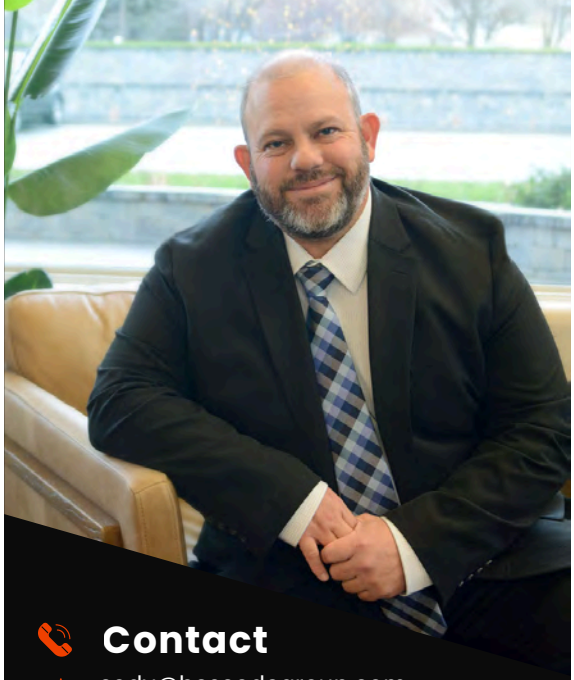
AMAZON FULFILLMENT CENTER – *West Jordan, UT*
The Amazon Fulfillment Center is a 1 Million square foot facility with a 300,000 square foot 3-story mezzanine used for storage, packaging, receiving and transfer of merchandise. This location links inland rail ramps and Rocky Mountain distribution hubs with consumer markets across Utah, Idaho, Nevada, and the broader Intermountain region, helping carriers maintain predictable appointments, efficient dock turns, and reliable east–west and north–south linehauls.

QTS DATA CENTERS – *Eagle Mountain, UT*
QTS Eagle Mountain II consists of 5 buildings that are approximately 500,000 square feet each. This site will be a state-of-the-art data center located in the burgeoning tech hub of Eagle Mountain, Utah. This facility is part of a fiber-rich region known for its low risk of natural disasters, making it an ideal location for secure and reliable data storage and management. The data center is designed to accommodate rapid, large-scale deployments, offering customizable space and power to meet the needs of diverse clients. With plans for over 650 MWs of critical power capacity, QTS Eagle Mountain II is set to become one of the most flexible and efficient data center builds in the Intermountain West.

KOZO HOUSE APARTMENTS – *Salt Lake City, UT*
Kozo House is a 5-story apartment building above a 2 story parking garage. This building features a luxury courtyard, swimming pool and large outdoor gathering area on the first floor that is surrounded by the apartments and open to the sky. This building has a tree house that is accessed from the fourth floor and overlooks the courtyard. On the sixth floor you can find a large outdoor area and community rooms that offer a unique experience for the tenants.

DANNON YOGURT – *West Jordan, UT*
This facility is approximately 160,000 square feet. Dannon produces over 100 million pounds of yogurt annually in West Jordan, Utah. The facility processes 125,000 gallons of raw milk per day. The plant can increase yogurt production from 145 tons to 242 tons annually, with further expansion capabilities up to 500 tons. This facility was originally completed in 1996 with add-on additions consisting of about 35 permits including their own waste processing facilities.

JORDAN LANDING – *West Jordan, UT*
Jordan Landing is a master-planned development located in the center of West Jordan, Utah. Its 500-acre size, containing 1,400,000 square feet of retail space, 1,200 residential units, and 1,500,000 square feet. Some of the large reviews consisted of Sears Grand, Walmart Supercenter, Sam's Club, Target, Best Buy, Lowe's, three hotels, a 100,000 square foot 3-story Mountain America Credit Union Headquarters, many professional office buildings and multiple other retail centers and restaurants.



Cody Richards

Director of Client Services
Senior Plans Examiner/Inspector

Contact

- cody@bcscodegroup.com
- (435) 760-5586
- 11757 S. Sun Tea Way
  South Jordan, Utah 84009

Education

- **Southern Utah University**
  Masters - Public Administration
  Completed 2011
- **Utah State University**
  Bachelor of Science - Psychology
  Completed in 2009
- **Weber State University**
  Construction Management
  Took courses in 2008

Licenses

- Utah 9221862-5601 (Comb. Inspector)

Certifications

- ICC Certified:
- Certified Building Official
- Residential Combination Inspector
- Residential Building Inspector
- Residential Plumbing Inspector
- Residential Mechanical Inspector
- Residential Electrical Inspector
- Commercial Combination Inspector
- Commercial Building Inspector
- Commercial Plumbing Inspector
- Commercial Mechanical Inspector
- Commercial Electrical Inspector
- Combination Inspector
- Fire Inspector I
- Building Inspector
- Plumbing Inspector
- Mechanical Inspector
- Electrical Inspector

Profile

Mr. Richards has worked in the building safety industry for well over a decade. He holds a master's degree in Public Administration in addition to being an ICC-certified building official and combination inspector. He has provided building inspection, comprehensive plan reviews, and building official services to numerous jurisdictions throughout his career. At BCS he wears several hats by providing detailed plan reviews, building inspections, and developing and providing code training. He prides himself in the relationships he has made throughout the industry and serves as the Director of Client Services for BCS. His studies and experience have given him a broad working knowledge of government organization and administration, commercial and residential plan review, and building inspections.

Work Experience

Present
Building Code Solutions, Inc. (BCS)

Director of Client Services / Senior Plans Examiner

Provides comprehensive commercial and residential plan reviews as well as building inspection services. Develops and provides building code training. Works with clients to ensure their specific needs are being met by BCS.

2014 - 2025
West Coast Code Consultants, Inc.

Inspections Manager / Plans Examiner

Responsible for all inspection services provided throughout Utah, Wyoming, and Nevada. Schedules and manages all inspection staff. Responsible for client relations and contracts and proposals. Also, completes inspections and oversees large projects including Utah State Prison, large housing, data centers, hotels, clinical and dental offices, elementary schools, Farmington Station Park, retail shells and tenant improvements. Is responsible for all Wyoming operations including the oversight of plan review and scheduling and managing inspection staff. Provide in person and on-line training.

2012
Clearfield City Corporation

Executive Intern

Completed a statistical analysis related to disproportionate fees the city charges with business license. Worked closely with multiple departments including Executive, Police and Community Development. Through his research he developed a new fee schedule to help the city appropriately recuperate costs and recommended new zoning classes for rental properties. Different classifications for rental properties were adopted because of the research and proposals.

BCS BUILDING CODE SOLUTIONS

Cody Richards

(435) 760-5586 cody@bcscodegroup.com www.bcscodegroup.com

Awards / Affiliations

- Bonneville Chapter of ICC
  Member since
  President, 2020-2022
- Al Brown Building Inspector Award - 2024, Presented by Bonneville Chapter of ICC
- Pi Alpha Alpha (PAA) - Southern Utah University MPA Program
  Founding Member



META Data Centers



The Loop Apartments



South Campus Residence Hall

Sample Project Experience

Rice Eccles Stadium South End Zone Expansion – *University of Utah*
Served as Lead Inspector for the University of Utah's South End Zone Expansion, an $80 million renovation and expansion completed in 2021. The project enclosed the south end zone and added premium seating, including suites, loge boxes, club seating, and a rooftop area. Additional improvements included new locker rooms for all teams, sports medicine facilities, a recruiting lounge, and expanded game-day operations space. The project increased stadium capacity to over 51,000 and was partially funded by a major donation from the Garff family.

Utah State Correctional Facility – *Salt Lake City, UT*
BCS staff were integrally involved in the new Utah State Correctional Facility (USCF) which officially began operations in July 2022. The facility resides on 200-acres, includes 33 buildings, includes a total building area of 1,300,000 square feet, and accommodates 3,600 inmates of all classifications. With dedicated units for both females and males, the facility also includes mental health housing, substance abuse treatment, medical facilities, classrooms, a kitchen, laundry, religious spaces, and room for future expansion.

META (FACEBOOK) DATA CENTERS – *Eagle Mountain, UT*
Assisted with providing building inspections for the Meta Data Center campus located in Eagle Mountain, Utah. This facility covers roughly 500 acres, includes multiple substations, and is well over 3 million square feet. The total construction cost was over $ 3 billion. The site required significant ground improvement prior to commencing construction. Inspections were performed for the overall facility, including the switchyards, roadways, and other improvements.

THE LOOP APARTMENTS – *Jackson, WY*
The Loop Apartments is a multifamily residential development consisting of 195 units across two four-story buildings with two levels of below-grade parking. Eighty-seven units are designated as affordable workforce housing for the Jackson community. The project utilized modular construction, with housing units built off-site and assembled on-site, while podium parking and common areas were constructed traditionally.

SOUTH CAMPUS RESIDENCE HALL – *Utah State University*
This $50 million project involved the demolition of three existing residence halls and their replacement with a single six-story residence hall on a reduced footprint, increasing total housing capacity to nearly 300 students. The 20-month project included modern housing pods with individual kitchens and bathrooms, as well as shared amenities such as a music room, theater room, study wall, and on-site store.

BCS BUILDING CODE SOLUTIONS



Daniel Mooney

Plan Review Engineer (Consultant)

Contact

- danielpmooney@gmail.com
- (480) 824-8408
- 805 S Allegheny Cir.
  Alpine, UT 84004

Education

- **Brigham Young University**
  Master of Science - Structural Engineering
  Completed in 2011
- **Brigham Young University**
  Bachelor of Science - Civil Engineering
  Completed in 2009

Licenses

- Utah 9385031-2202 (P.E.)
- California 85891 (Civil)

Profile

Mr. Mooney is a Licensed Professional Engineer with over 15 years of experience in structural engineering, code compliance, and plan review across public and private sectors. He is licensed in Utah and California, with extensive expertise in structural systems, building code interpretation, and regulatory compliance.

Work Experience

2023 - Present
The Haskell Company
Senior Structural Engineer
Modular construction lead structural engineer for LDS Temples and other buildings. Oversaw the structural aspects of buildings around the world: spire, modules, GFRC, foundations, etc. Reviewed structural design documents of external consultants and coordinated scope boundaries.

2022 - 2023
Horrocks Engineers
Senior Structural Engineer
Led structural design of numerous projects including fire stations, visitor centers, and structural aspects of municipal civil projects such as diversion/drainage structures, water tanks, bridges, culverts, wing walls, retaining walls, etc.

2017 - 2022
West Coast Code Consultants, Inc.
Plan Review Engineer
Structural plan review services: exposure to wide variety of buildings of all construction and occupancy types, with building sizes ranging from single-family to hospitals and office complexes.

2014 - 2017: Reaveley Engineers + Associates

2012 - 2014: Larson Engineering

2010 - 2012: Vector Structural Engineers

License Information

Name:	Daniel Preston Mooney
City, State, Zip, Country:	ALPINE UT 84004 United States
Profession:	Engineer/Land Surveyor
License Type:	Professional Engineer
License Number:	9385031-2202
Obtained By:	Application
License Status:	Active
Original Issue Date:	09/21/2017
Expiration Date:	03/31/2027
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107**



Mike Molyneux

Plan Review Engineer (Consultant)

Contact

- molyneuxm@yahoo.com
- (801) 656-5925
- 3487 W 900 N
  Layton, UT 84041

Education

- **Utah State University**
  Master of Science - Structural Engineering
  Completed in 2009
- **Utah State University**
  Bachelor of Science - Civil Engineering
  Completed in 2006

Licenses

- Utah 7866573-2202 (P.E.)
- Utah 7866573-5602 (Limited Inspector)
- Nevada 029553 (Civil)
- California 80358 (Civil)

Certifications

- ICC Building Plans Examiner

Profile

Mr. Molyneux is a Licensed Professional Engineer with over 15 years of experience in structural engineering, code compliance, and plan review across public and private sectors. He is licensed in Utah, Nevada, and California, with extensive expertise in structural systems, building code interpretation, and regulatory compliance. He is an ICC Certified Plans Examiner and State of Utah Limited Building Inspector with a strong track record of collaborating with architects, engineers, and stakeholders to ensure safe, code-compliant design solutions.

Work Experience

2023 - Present
The Church of Jesus Christ of Latter-Day Saints

Structural Engineering / Plan Review Specialist

Review structural design documents for compliance with applicable building codes, engineering standards, and organizational requirements. Coordinate with architects, engineers, and project teams to resolve technical issues and improve design quality. Provide structural guidance on projects involving varied occupancies and construction types.

2012 - 2023
West Coast Code Consultants, Inc.

Structural Plans Examiner / Plan Review Lead

Led structural plan review operations and served as the primary technical resource for complex code compliance issues. Reviewed hundreds of structural plans annually across multiple jurisdictions while maintaining a guaranteed two-week turnaround.

2010 - 2012
Vector Structural Engineers

Structural Engineer

Designed and analyzed structural systems for a variety of building types and materials. Prepared engineering calculations and construction documents. Collaborated with multidisciplinary teams to deliver practical structural solutions.

License Information

Name:	Michael Ellis Molyneux
City, State, Zip, Country:	LAYTON UT 84041 United States
Profession:	Engineer/Land Surveyor
License Type:	Professional Engineer
License Number:	7866573-2202
Obtained By:	Application
License Status:	Active
Original Issue Date:	01/31/2012
Expiration Date:	03/31/2027
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107**

Appendix B

B Example Plan Reviews

Plan Review	Page
New Single-Family Residential home	27
Single-Family alternation	33
New Commercial Building	38
New Multi-Family Building	49

BCS
BUILDING CODE SOLUTIONS

Date: April 23, 2026

To: Tim Davis, Building Official
Douglas County – Building Division
1594 Esmeralda Avenue
Minden, NV 89423
Email: tdavis@douglasnv.us

Cc: Jennifer Quashnick
Email: jennifer@gordonconsultinginc.com

Re: [redacted] Residence – Initial Plan Review
Address: [redacted] Glenbrook, NV
Jurisdiction Application No.: DB25-2594

At the request of Douglas County, Building Code Solutions has completed its plan review for the project listed above. This review was based upon the submittal documents listed below:

1. Architectural Drawings: Dated 03/25/2026, by Foubister Design
2. Civil Drawings: Dated 03/20/2026, by Shaw Engineering
3. Structural Drawings: Dated 03/25/26, by Harrington Engineering
4. REScheck: Dated 03/03/26, by Douglas Rastello
5. Manual J & S by Austing Tucker

Plan review comments are listed on the following pages. Please feel free to reach out if you have any questions concerning this review.

Sincerely,

Building Code Solutions, Inc.

Chris Kimball, PE, SE, FPE, MCP
Senior Plan Review Engineer
(801) 682-5031
chris@bcscodegroup.com

Brittany Allen
Senior Plans Examiner
(801) 512-7398
brittany@bcscodegroup.com

Building Code Solutions, Inc.
11757 S. Sun Tea Way
South Jordan, UT 84009
www.BCScodegroup.com

Plan Review Comments

PROJECT DATA:

Occupancy Group(s):	R-3
Type of Construction:	V-B
Number of Stories:	Three
Area of Work:	Dwelling = 4,781 SF; Garage = 834 SF; Covered porch/deck = 249 SF
Fire Sprinkler System:	Yes

FOREWARD:

1. This plan review is only for the purpose of evaluating compliance with the provisions contained in the building codes as adopted by Douglas County (see Douglas County Codes). These comments are made on behalf of the Building Division and additional items may be required by other jurisdictional departments and agencies.
2. If any changes have been made to the plan documents unrelated to those items identified in this comment list, please list these changes on a separate sheet and include them in your resubmittal documentation.
3. Please submit a *complete* response, including written responses, revised sheets, and supplemental information through Douglas County's Accela system.

ARCHITECTURAL COMMENTS:

A1. Sheet A001, please address the following:

a) The Deferred Submittals list indicates that guardrails, pools, a jacuzzi, site walls, and the septic system are all going to be deferred submittals. Douglas County does not allow for any element of a single-family dwelling to be deferred, other than fire sprinklers.

i) Information for guardrails appears to have already been provided on the plans. If additional or alternative guardrails are to be provided, please provide the information on the plans. Otherwise, please remove guardrails from the deferred submittal list.

ii) Please provide information for the site walls, pools, and jacuzzi if they are intended to be included with this permit application, otherwise list them as a separate permit rather than a deferred submittal.

iii) The septic system cannot be deferred, please be aware that the septic system approval will need to be provided to Douglas County prior to the permit being issued.

b) The Code Analysis references the NBC, NRC, NECC, NMC, NPC, and NFC. The currently adopted governing codes are the 2024 IRC and 2024 IECC with the 2024 Northern Nevada

Code Amendments and Douglas County Amendments (Title 20, Appendix B). Please address.

c) The Floodplain information has not been completed on the application, and it does not appear to be provided on the cover sheet of the plans. Please include the flood zone for the project on the plans.

A2. The Civil Drawings prepared by Shaw Engineering do not appear to be stamped or signed. Please address.

A3. Keynote 40 (listed on the floor plan and section sheets) and several of the details reference Title 24. Title 24 is not adopted in Douglas County, Nevada. Please revise to reference the REScheck or applicable sections of the International Energy Conservation Code.

A4. It does not appear that the Speakeasy and the Office on Level 1 are being provided with natural ventilation. Per R325.1.2, natural ventilation shall be provided to habitable rooms by providing openings (windows or doors) to the outdoors that have a total area of at least 4% of the floor area of the room. Per Exception 1, natural ventilation is not required where mechanical ventilation is provided in accordance with M1505. Please clarify on the plans how ventilation is being provided to these rooms.

A5. Per the Douglas County Amendment to Table R302.6, the garage shall be separated from the residence by not less than a 1-hour listed assembly applied to the garage side of the wall. The listed assembly shall run continuously from the garage slab to the bottom of the decking.

a) Please make necessary corrections to Keynote 41 (listed on the floor plans, sections, and reflected ceiling plan).

b) Please make necessary corrections to all applicable details.

c) Please provide the listing and details for the 1-hour listed assembly on the plans.

A6. Per the Douglas County Amendment to Table R302.6, the garage shall be separated from habitable rooms above by not less than a 1-hour listed assembly applied to the garage interior. Please provide the listing and details for the 1-hour listed assembly on the plans.

A7. The Roof Calculations on Sheet A205 indicate that 69.3-perfent of the roof has a slope of 4:12 and the remainder has a slope of 2:12. Per Douglas County Title 20.690.30(Z)(1)(f), dwelling shall have a roof with a minimum of 4:12 pitch for at least 75-percent of the total roof area. Please address.

A8. Per R1003.9.1 and G2427.5.3, masonry chimneys and chimneys serving fuel gas appliances shall extend at least 2 feet higher than any portion of a building within a horizontal distance of 10 feet. The elevations on Sheets A301 and A302 appear to show the chimney terminating less than 2 feet above the roof areas that are within 10 feet of the chimney. Please address.

A9. Details on Sheet A702 reference ridge and eave venting, however Sheets S2.3 and S2.5 note that all roofs are designed as unvented cavities. Please clarify.

a) If the roof is going to be vented, per R806.5, please provide ventilation calculations for all enclosed attics and/or enclosed rafter spaces. Please include the required and provided net free ventilation area and the type and location of ventilation to be provided.

b) For unvented roof assemblies, please clearly detail on the plans how the assemblies comply with one of the options listed in R806.5.

A10. While general safety glazing notes have been provided on Sheets A802 and A803, it does not appear that safety glazing has been called out in hazardous locations. Per R324.4, in order to ensure that the correct windows are ordered for construction, please clearly indicate on the plans where safety glazing is going to be provided.

MECHANICAL COMMENTS:

M1. The Manual J, S, and D indicate that three (3) furnaces and three (3) air conditioner are going to be provided. The plans appear to show only two (2) furnaces and two (2) air conditioners. Please address.

M2. Per M1411.9, condensation from cooling coils and evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. Please note or detail on the plans where the condensate from the furnaces will drain.

PLUMBING COMMENTS:

There are no plumbing review comments.

ELECTRICAL COMMENTS:

E1. Per E3901.7, balconies, decks, and porches that are accessible from inside the dwelling shall have at least one receptacle outlet accessible from the balcony, deck or porch. Please provide at least one receptacle outlet for the Level 1 and the Level 3 decks/balconies.

a) Per E3902.3 and 4002.9, outdoor receptacles shall also be GFCI protected and weatherproof.

E2. Per E4002.14, please provide a note on the plans indicating that all non-locking type receptacles shall be listed tamper resistant receptacles.

E3. Per E4003.9, please provide a note on the plans that all lighting installed in wet or damp locations shall be marked as suitable for wet or damp locations.

ENERGY COMMENTS:

N1. Note 9 on Sheets A201 through A504 indicates that at least 50% of fixed light fixtures must contain high efficiency lamps. Per IECC R404.1, all permanently installed luminaires shall be capable of operation with an efficacy of no less than 45 lumens per watt or shall contain lamps capable of operation with an efficacy of no less than 65 lumens per watt. Please address.

N2. Per IECC R402.1.6, mechanical rooms provided with combustion air are required to outside of the thermal envelope or isolated from inside the thermal envelope. To isolate the room, the walls,

ceilings and/or floors of the room must be insulated, and the door shall be fully gasketed. Please note or detail the requirements on the plans.

N3. Douglas County requires a blower door test per IECC R402.5.1.2. Please note the requirement on the plans.

N4. Per R325.3 and IECC R403.6, dwellings shall be provided with mechanical ventilation that complies with the requirements of Section M1505. Per IECC Amendment R403.6, the ventilation system shall have a readily accessible on-off control switch allowing control of the mechanical system. Please note or detail the requirements on the plans.

N5. REScheck: Please address the following:

a. The REScheck includes 4,001 square feet of floor with R-30 insulation. The REScheck should only include assemblies that separate conditioned spaces from unconditioned spaces or outside air. The plans do not appear to show more than 4,000 square feet of floor over unconditioned space or outside air. It appears the only floor assembly separating conditioned space from unconditioned space is the floor over the garage, which appears to be 800-900 square feet.

b. The insulation values shown on Detail 1/A701 do not appear to match the values on the REScheck.

    i. The REScheck indicates that R-21 cavity insulation and R-4 continuous insulation (R-25 total) will be provided in the exterior walls. The plans call out R-13 cavity insulation and R-5 continuous insulation (R-17 total) for the exterior walls.

    ii. The REScheck indicates R-11 cavity insulation and R-2 continuous insulation will be provided for the basement walls. The plans call out R-15 continuous insulation.

    iii. The REScheck indicates R-10 slab-on-grade insulation will be provided, however, it does not appear to be called out or detailed on the plans.

        1. Per IECC R402.10.1, slab-on-grade floors with a floor surface within 24 inches above or below grade shall be provided with slab edge insulation. The insulation shall extend downward from the top of the slab on the outside or inside of the foundation wall. Please detail the requirements on the plans.

c. The REScheck indicates that gas-fired storage water heaters are being provided for 5 energy credits. The plans appear to show a tankless water heater. Please address.

d. The REScheck indicates that high-performance gas furnaces and cooling (option 3) are being provided for 5 energy credits. Per IECC R408.2.2(11), the air conditioners must be a

minimum of 15.2 SEER to earn these credits. The Manual S documents indicate the air conditioners being provided are 14 SEER. Please address.

STRUCTURAL COMMENTS:

S1. The structural design references a geotechnical report by Reno Tahoe Geo Associates dated 9/17/2025. Please provide a copy of this report for our review.

S2. The plans call for special inspections in several cases. Please provide a completed copy of the Douglas County "Structural Testing, Observation and Special Inspection Agreement" form for our review.

S3. Sheet S1.1: Please add special inspection requirements for the Simpson Strong-Wall High Strength Wood Shearwalls (WSWH) as outlined in Section 4.3 of ICC-ES ESR-2652.

S4. Page 81 of the calculations provided considers 15% of the roof snow load in the seismic mass of the structure. Section 12.7.2 of ASCE 7-16 requires 20% of the roof snow load to be considered in the seismic mass. Please address.

S5. The retaining wall calculations provided do not consider seismic earth pressure for those walls retaining > 6 feet of soil as required by IBC 1807.2.2. Please address.

S6. Please provide supporting calculations for the steel moment frame anchorages specified. These calculations should conform to Chapter 17 of ACI 318-19.

[End]

BCS
BUILDING CODE SOLUTIONS

Date: June 11, 2026

To: Jeff Ford
1753 College Ave.
Elko, Nevada, 89801
Email: permits@elkocitynv.gov

Cc: c.nelson@pauldavis.com

Re: [redacted] Fire Damage Repair – Initial Plan Review
Address: [redacted] Elko, NV
Jurisdiction Application No.: 26-026

At the request of the City of Elko, Building Code Solutions has completed its plan review for the project listed above. This review was based upon the submittal documents listed below:

1. Construction Plans: Dated 05/21/26, by K2 Engineering and Structural Design.
2. Structural Calculations: Dated 03/19/26, by K2 Engineering and Structural Design.
3. Truss Calculations: Dated 03/18/26, by Piedmont Truss & Lumber.
4. Truss Verification Letter: Dated 03/19/26, by K2 Engineering and Structural Design.
5. Manual J,S,D: Dated 04/06/26, by Consult Air.
6. Electrical Load Calculations, by Paul Davis Restoration.

Plan review comments are listed on the following pages. Please feel free to reach out if you have any questions concerning this review.

Sincerely,

Building Code Solutions, Inc.

Chris Kimball, PE, FPE, CBO, MCP
Senior Plan Review Engineer
(801) 682-5031
chris@bcscodegroup.com

Brittany Allen
Senior Plans Examiner
(801) 512-7398
brittany@bcscodegroup.com

Building Code Solutions, Inc.
11757 S. Sun Tea Way
South Jordan, UT 84009
www.BCScodegroup.com

Plan Review Comments

PROJECT DATA:

Occupancy Group(s):	R-3
Type of Construction:	V-B
Area of Work:	2,496 SF Living Space, 364 SF Garage
Fire Sprinkler System:	No
Valuation:	$230,432

FOREWARD:

1. This plan review is only for the purpose of evaluating compliance with the provisions contained in the building codes as adopted by the City of Elko (see Elko City Codes). These comments are made on behalf of the Building Department and additional items may be required by other jurisdictional departments and agencies.
2. If any changes have been made to the plan documents unrelated to those items identified in this comment list, please list these changes on a separate sheet and include them in your resubmittal documentation.
3. Please submit a *complete* response, including written responses, revised sheets, and supplemental information, appropriately sealed and signed to: chris@bcscodegroup.com

---

PLAN REVIEW COMMENTS:

A1. Sheets A-2, A-4, E-2, and M-2 indicate the large room adjacent to the Poker Room and stairs is an existing bathroom. The plans appear to show an existing bedroom. Please address.

A2. Sheets A-3, A-5, E-1, and M-2 indicate that the room adjacent to the Family Room is an existing bathroom. The plans appear to show an existing bedroom. Please address.

A3. Per R324.4.5, it appears that the new 3020 window in the bathroom between the kitchen and the master bathroom may require safety glazing as it appears to be less than 60" above the standing surface of tub/shower. Please address.

A4. It appears that a wall is being added to the existing Master Bedroom to create two bedrooms. Please verify that the window in the existing Master Bedroom and the adjacent new bedroom meet all requirements for emergency escape and rescue openings per R319.

A5. Per R302.5.1, openings between the garage and dwelling shall be equipped with solid wood doors not less than 1 3/8 inches in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches thick, or 20-minute fire-rated doors. Doors shall be self-latching and equipped with a self-closing or automatic-closing device. Please note or detail the requirements for the new door from the garage to the house.

A6. Per R318, please note or detail the riser height and the tread depth of the wood deck stairs on the plans.

A7. It appears that the rear deck may be over one of the emergency escape and rescue openings provided for the basement. Per R319.2.4, there must be a path no less than 36 inches in height and 36" in width from the emergency escape and rescue opening to the yard. Please show the requirements on the plans.

A8. Please note or detail the distance from the rear deck to adjacent grade. Per R321.1.1, a guard is required if the deck is more than 30" below the grade below at any point.

A9. Per R806.2, please provide ventilation calculations for all enclosed attics and/or enclosed rafter spaces. Please include the required and provided net free ventilation area and the type and location of ventilation to be provided.

a) For unvented roof assemblies, please clearly detail on the plans how the assemblies comply with one of the options listed in R806.5.

A10. Per R905, please indicate the roof slope on the plans.

A11. Per UMC 802.7.2, fuel-fired chimneys shall extend not less than 2 feet higher than any portion of the building within a horizontal distance of 10 feet and not less than 3 feet above the highest point where the chimney passes through the roof. Please detail these requirements on the plans.

A12. Per R304.1, the wood structural members that form the structural supports for the deck must be naturally durable wood or preservative-treated wood. Please note or detail the requirements on the plans.

MECHANICAL COMMENTS:

M1. Manual J, S, & D: Please address the following:

a) The plans show two (2) furnaces and two (2) air cooled condensing units. The Wrightsoft Manual J, S, and D are for one (1) 58,000 BTU furnace and one (1) 20,825 BTU air conditioner. Please coordinate and ensure that the plans and the Manual J, S, and D show the same mechanical equipment.

b) Please ensure that the heating and cooling equipment is appropriately sized for the home.

i) Per ACCA Manual S, the output capacity of heating equipment shall be between 100% and 140% of the total heating load.

ii) Per ACCA Manual S, the output capacity of the cooling equipment shall be no more than 115% of the total cooling load.

M2. Per UMC 305.1.1, appliances located in a garage or other areas subject to mechanical damage shall be guarded against such damage by being installed behind protective barriers or by being elevated or located out of the normal path of vehicles. Please note or detail the requirements for the furnace located in the garage on the plans.

M3. Per UMC 310.1, condensation must drain to an approved plumbing fixture or disposal area. Please note on the plans how the condensate for the furnace(s) will be captured and where it will drain.

M4. Per UMC 701.1, combustion air must be provided for all gas-fired appliances. Please note or detail the requirements on the plans.

M5. Per UMC Appendix E 605.2, bathroom exhaust fans shall be vented to the outdoors, please detail or note the requirement on the plans.

M6. Per UMC Appendix E 605.2, bathroom exhaust fans must comply with the Energy Star Program. Please note the requirement on the plans.

PLUMBING COMMENTS:

P1. It appears new fuel gas appliances are being installed. Per UPC 1215, please provide a gas line schematic that includes all gas appliances, the BTU for all appliances, and the size and length of all gas lines and branches.

ELECTRICAL COMMENTS:

E1. Per R310.3, smoke alarms are required on each story of the home. Please provide a smoke alarm on the basement level.

E2. The large room adjacent to the Poker Room and stairs on the basement level is labeled as a bathroom, however, it appears it may be a bedroom. Please clarify and address the following if it is a bedroom:

a) Per R310.3, smoke alarms are required in all sleeping rooms. Please provide a smoke alarm in the bedroom.

b) Per R310.3 and R11.3, both smoke alarms and carbon monoxide alarms shall be provided outside of each separate sleeping area in the immediate vicinity of the bedrooms. Please provide a smoke alarm and carbon monoxide alarm outside of the basement bedroom.

ENERGY COMMENTS:

N1. Please indicate how the thermal envelope assemblies included in the scope of work (new windows and ceiling insulation) comply with IECC R503. Please include the R-value of the insulation and U-factor of new windows on the plans.

N2. Per IECC R402.1.6, mechanical rooms provided with combustion air are required to be located outside of the thermal envelope or isolated from inside the thermal envelope. To isolate the room, the walls, ceilings and/or floors of the room must be insulated, and the door shall be fully gasketed. Please note or detail the requirements for the Basement Utility Room on the plans.

N3. Per IECC R402.2.5, access hatches and doors from conditioned to unconditioned spaces such as attics and crawl spaces shall be weather-stripped and insulated to the same R-value as the wall or

ceiling in which they are installed. Please note or detail the requirements for the attic access on the plans.

STRUCTURAL COMMENTS:

S1. The plans call for 4x8 deck beams and 2x8 deck joists but do not specify the grade of lumber. The calculations consider DF-#2, however IRC R317.1 requires naturally durable or preservative-treated lumber for deck framing where there are moisture-permeable floors. Please address.

[END]

BCS
BUILDING CODE SOLUTIONS

Date: December 16, 2025

To: Jeff Ford
1753 College Ave.
Elko, Nevada, 89801
Email: permits@elkocitynv.gov

Cc: Tony Baros – Baros Design
tony@barosdesign.com

Re: IFA Building A – Initial Plan Review
Address: 545 30th Street, Elko, NV
Jurisdiction Application No.: 25-429

At the request of the City of Elko, Building Code Solutions has completed its plan review for the project listed above. This review was based upon the submittal documents listed below:

1. Construction Plans: Dated 7/10/25, by Charles A. Baros, Et. al.
2. Structural Calculations: Dated 6/30/25, by Canyons Structural.
3. Geotechnical Report: By AM Engineering.
4. Envelope COMcheck: Dated 9/9/25, by Tony Baros.
5. Lighting COMchecks: Dated 8/22/25, by Cathy Tilby.
6. Mechanical COMcheck: Dated 8/22/25, by Herb Mudrow.
7. City Forms.

Plan review comments are listed on the following pages. Please feel free to reach out if you have any questions concerning this review.

Sincerely,

Building Code Solutions, Inc.

Chris Kimball, PE, SE, FPE, MCP
Senior Plan Review Engineer
(801) 682-5031
chris@bcscodegroup.com

George Williams, MCP, CBO
Senior Plans Examiner
(801) 403-8152
george@bcscodegroup.com

Building Code Solutions, Inc.
11757 S. Sun Tea Way
South Jordan, UT 84009
www.BCScodegroup.com

Plan Review Comments

PROJECT DATA:

Occupancy Group(s):	M, B, S-1
Type of Construction:	VB
Number of Stories:	Two
Area of Work:	37,893 SF
Fire Sprinkler System:	Yes (NFPA 13)
Valuation:	$3.96 Million

FOREWARD:

1. This plan review is only for the purpose of evaluating compliance with the provisions contained in the building codes as adopted by the City of Elko (see Elko City Codes). These comments are made on behalf of the Building Department and additional items may be required by other jurisdictional departments and agencies.
2. If any changes have been made to the plan documents unrelated to those items identified in this comment list, please list these changes on a separate sheet and include them in your resubmittal documentation.
3. Please submit a *complete* response, including written responses, revised sheets, and supplemental information, appropriately sealed and signed to: chris@bcscodegroup.com

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ARCHITECTURAL COMMENTS:

A1. Sheet A0.00:

a) Please update the Project Information to indicate that all local amendments to the codes listed have been incorporated into the plan set and construction documents.

i) Code Review Comments

(1) Please update the code review to the 2018 IBC, as the values and methods are inconsistent with the newer code.

(2) Clarify the design approach. B, M and S-1 storage areas exist. Clarify if separated or non-separated mixed uses are proposed and identify any accessory uses. Non-separated mixed use per IBC 508.4 is assumed.

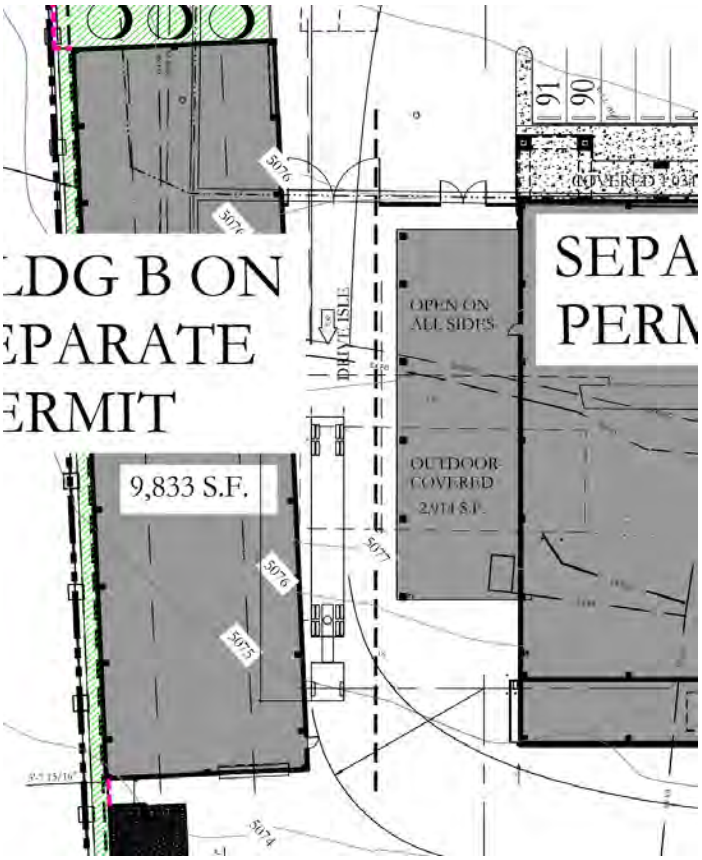
(3) Allowable areas must be determined based on Table 506.2. For a B, M and S-1 occupancies in a fully fire sprinkled single-story building, the allowable area per floor is 36,000 SF. There is no sprinkler increase of 300% anymore.

(4) Revise the frontage increase calculation accordingly. IBC 506.3.2 Equation 5-4. Confirm values as the existing building to the west may limit available frontage.

(5) Please address fire separation between the proposed building and Building B to the west. Draw an imaginary line between the two buildings to establish FSD and protect exterior walls, openings and projections accordingly.

(a) Detail 2/A3.03 suggests a minimal fire separation distance, in which the openings and exterior walls would not comply with IBC 705.

(b) If the dashed line represents the imaginary property line, the Building A canopy would require a fire rated exterior wall, and the 5 large openings would be prohibited. Please address.



ii) Project Data

(1) The entire building area must be classified as to occupancy groups. Currently only 21,825 SF are classified as M, B and S-1 uses.

(2) Revise the plumbing fixture counts per IBC 2902.1 based on the actual occupant load, accounting for the entire building area.

iii) The occupant load information included in the "Project Data" section is incorrect. This is a 37,893 square foot building, however only 21,825 square feet are considered in the occupant load tabulation. Please address.

(1) The occupant loads of the training area, and the break room must be determined based on their assembly function per IBC 1004.5.

iv) Provide a plan within the construction documents showing the different proposed use groups, and where they occur within the building. This is generally included in a life-safety plan. Show all areas of B, M and S-1. IBC 107.2 & 302.1

A2. Sheet A0.01: Please address:

a) Revise the energy compliance notes to the 2018 IECC, and for Elko, Nevada rather than Salt Lake City.

b) Update the insulation values to be consistent with the provided Envelope Compliance Certificate.

A3. Sheet C5: Please address:

a) It would appear the gas line feeding the building is shown routed beneath the building to the west. Gas lines cannot run beneath adjacent buildings. Please address. IFGC

A4. Sheet D2: Please address:

a) Accessible parking must be mounted 60" above finished grade, not to the top of the footing as detailed. ICC A117.1

b) Van accessible parking must be identified with the word "VAN," please update accordingly. ICC A117.1

A5. Sheet A2.00: Please address:

a) Egress for many of the proposed exits is into an area enclosed by fencing and gates. As access to the public way is not provided a safe area of dispersal must be provided, or other means of permanent access to the public way. Please address. IBC 1028.4.2

b) Egress from the mercantile area at the back of the store, through the receiving area is limited per the provisions of IBC 1016.2 Item #5, prohibiting egress through storage rooms or areas where merchandise being unloaded or stored could prevent egress. Please clarify how Exception #2 is being met.

c) Egress doors at Grid 12 do not lead to an exit, please continue to travel distance path and measurement to an exit. The proposed exit is still beneath the projection of the exterior overhang.

d) Please indicate the common path of travel from the mezzanine. IBC 1006.2.1

e) A key part of an egress plan is allocating occupants to each proposed exit. Indicate the total occupant load, identify how many are allocated to each exit, ensure adequate egress width is provided. IBC 107.2.3

f) Clarify proposed means of mounting the fire extinguishers, as projections more than 4" from the wall are not allowed per ICC A117.1.

g) The egress plan must be modified to match the aisles and layouts provided on A2.01FXA for both Option 1 and 2.

A6. Sheet A2.01A: Please address:

a) The gate at grid D.1 will require panic hardware in the direction of egress travel, and the bottom 10" must be a solid surface per ICC A117.1 section 404.2.9.

i) Doors used as part of a means of egress cannot exceed 4' in width. IBC 1010.1.1

A7. Sheet A2.01FXA – Options 1 and 2: Please address:

a) Numerous display racks and shelving for merchandising are proposed. Please clarify overall height, seismic anchorage to the walls and/or floor etc. IBC 1613.1 (see fire comments)

b) Per IBC 1109.12.3, at least one of each type of service counter must be accessible. Provide details showing compliance with either a parallel or forward approach per ICC A117.1-09 Section 904.3. A parallel approach requires a 36-inch-wide counter at 36 inches high; a forward approach requires a 30-inch-wide counter at 36 inches high with knee and toe clearance underneath per Section 306.

A8. Sheet A2.02: Please address:

a) Please show adequate clearances "width" at the proposed urinal. Show the clear floor space. ICC A117.1

b) The customer service window must comply with ICC A117.1. Its current location is behind the door swing of the entry doors. Please relocate.

c) Wall Type C does not match the provided Envelope Compliance Certificate. Please address.

A9. Sheet A2.03A: Please address:

a) Please provide a guard at the roof hatch, as it is within 10' of the roof edge. IBC 1011.13.

b) Clarify how access is provided to the lower roof between Grids K and L. This is required to service the proposed equipment at this location. IMC 306.5

c) A guard will be required for the proposed location due to its location within 10' of the roof edge. IMC 306.5

d) The insulation values listed for Roofing Type A do not match the Envelope Compliance Certificate.

A10. Sheet A3.01: Please address:

a) The building will require address numbers for first responders. Please show on the building elevations. IBC 502.1

A11. Sheet A3.05: Please address:

a) Building sections have improperly detailed the code required slab edge insulation indicated in the Envelope Compliance Certificate. Please show the insulation extending all

the way up through the slab to the top of the slab. Details A, B and C are incorrect. Detail 8/A7.01 would comply; however, the ECC is indicating R-15 which would be a 3" thick material.

b) The 2" rigid insulation proposed likely will not meet the R-14 continuous insulation value needed, based on the Envelope Compliance Certificate. Please clarify, as Detail 8/A7.01 is calling for R-7.5 continuous insulation.

i) The 6" insulation batts shown in exterior walls will have at least and R-19 value, which does not match the R-13 indicated in the Envelope Compliance Certificate. Please update.

A12. Sheet A3.06: Please address:

a) Detail F is calling for 4" of rigid roof insulation. This will not provide the R-30 insulation value required by the Envelope Compliance Certificate.

A13. Sheet A5.01: Please address:

a) The alcove for the drinking fountain must be a minimum of 1'-2 5/8" deep, rather than 10" as shown. Projections at the drinking fountain height are not allowed to project more than 4" into the hallway. Increase the alcove or add stem walls or a barrier on each side of the drinking fountain. ICC A117.1 section 307.2

b) Break Room 103 has an electric stove. The stove itself must meet all the requirements of ICC A117.1 for reach ranges to controls, a work surface is required per section 804.3. Front approach is required for the proposed sink per section 606.

i) Please address dishwasher requirements of ICC A117.1 section 804.5.3. It's unclear where the dishwasher would fit, based on the floor plan. Please clarify.

A14. Sheet A8.01: Please address:

a) The Default Glazed Fenestration U-factors table isn't applicable to this project, as an Envelope Compliance Certificate has been provided. Replace the table with the required U-factors matching the ECC, and confirm the proposed glazing, seals and frames can achieve the required values.

i) Likewise, the Fenestration table is not applicable, prescriptive values are not being utilized, rather an UA tradeoff through the ECC.

A15. Sheet A2.02RC: Please clarify that the suspended ceiling main runners are to be "heavy duty" as required by Section 5 of ASTM E580. This also applies to the details on sheet A7.01. [IBC 1613.1; Section 13.5.6.2.2 of ASCE 7-16]

MECHANICAL COMMENTS:

M1. Sheet M0.1: Please address:

a) Please clarify design intent. General Note #2 indicates the 2021 IMC where the city has adopted the 2018 UMC. Typically, the city will allow for use of the IMC; however, it would

be the 2018 editions. Please provide heating and cooling load calculations for the sizing of the mechanical equipment in accordance with the requirements of IECC C403.1.1. provide short load forms, including applicable R-values and U-factors used in the calculations. Ensure all values match the proposed envelope on the building plans and energy compliance documents.

i) If the software allows, please provide the general project data input sheets, and the building envelope report.

ii) Demonstrate that the output capacities of heating and cooling equipment are no greater than the smallest available equipment size that exceeds the calculated loads. C403.3.1.

b) Please provide the outside air calculations for each of the RTU's, confirm minimum CFM is provided in accordance with the mechanical code. IMC 401

c) Large-diameter fans typically require fan mounts with added structural and seismic capacity. Please provide installation details from the engineer or product manufacturer showing appropriate installation, blocking and anchorage. IMC 304.1 & IBC 1613.1

d) General Note #6 addresses seismic bracing but must be listed as a deferred submittal on Sheet A0.00.

M2. Sheet M1.1: Please address:

a) A building of this size will require a vestibule at the entry per IECC C402.5.7.

b) Please clarify design intent, it's unusual to have a large UH and an IRH immediately adjacent to each other. Please confirm manufacturer clearances will allow the proposed installation. IMC 301.7

c) Confirm RTU-3 is properly sized; it appears to be roughly 1,000 SF of storage space served by a 4-ton RTU. IECC C403.1.1

M3. Sheet M1.3: Please provide a domestic range hood above the electric stove as required by IMC 505.6.

M4. Sheet M2.1: Please add a note that the unit heater Type B vent will measure at least 5' from the unit heater to the termination cap. IFGC 503.6.6

PLUMBING COMMENTS:

P1. Sheet P0.1: Please address:

a) Update plumbing code references throughout the 2018 UPC, not the IPC as currently referenced in several locations.

P2. Sheet P1.1: Please address:

a) Please confirm the DSN near Grid 5 won't drain down the loading dock ramp causing a nuisance.

b) A water line leaves the building near Grid 12 with a note to see P1.4 for continuation. Sheet P1.4 does not exist. Please clarify.

ELECTRICAL COMMENTS:

E1. Sheet E0.1: Please address:

a) Per NEC 110.9 and 110.10, please provide complete and detailed available fault current calculations and show the following on the plans:

i) Based on the calculations, specify the amount of available fault current which could be provided to each panel and each piece of electrical equipment.

ii) Specify on the plans the short circuit current ratings of all overcurrent protection devices or add a note on the plans indicating all overcurrent protection devices will have the same fault current rating as the rating of the panel or switchgear they are located within.

(1) The 800A breaker is only 22,000 AIC and is installed in a 65,000 AIC MDP.

iii) Please indicate on the plans the calculated available fault current which could be provided to the service equipment will be field marked, as required by NEC 110.24(A).

b) Please show a concrete encased grounding electrode as a required ground, the rods and water line alone are insufficient.

E2. Sheet E1.1: Please address:

a) The MDP is located in the drive aisle adjacent to the loading dock. Provide bollards or other protection, or if possible, relocate around the cording along Grid 2.

b) Conduits leave the building near Grid 12, if these feed the pole barn, they are headed in the wrong direction. Please clarify.

E3. Sheet E2.1: Please update the exit signage to match the proposed egress plan on Sheet A2.00. In addition, ensure the egress plan can meet both Option 1 and Option 2 shown on Sheet A2.01FXA.

ENERGY COMMENTS:

N1. All the energy compliance documents, please update the applicable square footages and areas. The ECC indicates 43,338 SF, the permit application indicates 33,550 SF, and the plans indicate 37,893 SF. Similar inconsistencies occur on the lighting compliance certificates.

a. Separate envelopes must be provided for each building.

b. Separate interior lighting certificates must be provided for each building.

N2. IECC C402.4.2 requires a minimum skylight fenestration area for areas greater than 2,500 square feet with a 15-foot ceiling. Please address or ensure the lighting proposed in this space can comply with exception #2, limiting total lighting to less than 0.5 watts per square foot.

N3. Please clarify how system commissioning will be provided, in accordance with IECC C408.2.

STRUCTURAL COMMENTS:

S1. The plans and supporting calculations for the prefabricated metal building have not been provided for our review. Please address. [IBC 107.2.1] *(Additional plan review comments will likely be required after these documents have been reviewed.)*

S2. Please address the following in relation to the geotechnical report provided:

a) The report is not sealed or dated as required by NRS 625.565. Please address.

b) The geotechnical site map is required to show the location of both the existing and proposed structures. [IBC 1803.6, Item #1 – as amended by City of Elko]

c) The soil site class must be specified. [IBC 1803.6, Item #21 – as amended by City of Elko]

S3. Sheet S0.0:

a) The design criteria states that soil improvements shall be provided beneath the foundations, yet no specific improvement methods have been specified. The improvement design must be provided for our review and analysis of the expected total and differential settlement should be provided. Please address. [IBC 1803.5; IBC 1808.2]

b) The concrete requirements are based upon freeze-thaw exposure only. Page 7 of the geotechnical report notes that site soils have a 0.25% water-soluble sulfate concentration and also note that the site soils are corrosive. In relation to the sulfates, Table 19.3.1.1 of ACI 318-14 would require a sulfate exposure of S2 to be considered. Per Table 19.3.2.1 of ACI 318-14 this would require a minimum concrete compressive strength of 4,500psi, maximum water-cement ratio of 0.45, and type V cement to be used. Please address.

c) The geotechnical report lists three different methods of mitigation to reduce liquefaction-induced settlements but the specific option being used, or the extent of such mitigation is not clear on the plans provided. The report states that if such mitigation is done that a total settlement of 0.75-inches should be achieved. How can this be determined without quantifying the extent of such mitigation? [IBC 1803.5.12]

S4. Sheet S1.1:

a) The plans call for an FC1.5 continuous footing, yet this is not included in the schedule. From the foundation plan it appears that soil improvements are being made at specific spot footings and not throughout the entire site and these FC1.5 continuous footings will serve as grade beams tying the foundation system together. As this is a liquefiable site, please ensure that these "grade beams" meet the requirements of IBC 1809.13 and Section 18.13.3 of ACI 318-14.

b) There are numerous footings included in the footing schedule that are not called out on the foundation plans. Please confirm that these footings will not be required for this project.

c) The continuous footings along Grid 2 are not called out. Please clarify.

d) It appears that a spot footing is required at Grids D.1-5.5 yet one is not specified. Please clarify.

e) HD1 hold downs are called out in several locations yet no requirements for these hold downs have been provided. Please address.

S5. Sheet S2.1:

a) The floor live load listed on this sheet and S2.2 are incorrect. Please address.

b) A continuous tie rod framing schedule is provided but none are called out on the plans. Please clarify.

c) The "floor framing keyed notes" schedule does not seem to apply to this project. It lists different floor joists than are specified on the plans and several of the framing items listed are not called out on the plans. Please clarify.

d) There appears to be a separation between the wood-framed office and mezzanine and the structural steel building. If that is the case, please specify the required gap and provide supporting calculations per Section 12.12.3 of ASCE 7-16. If this is to be constructed integral with the steel building, please describe how the combination requirements of Section 12.2.3 of ASCE 7-16 are being met in addition to any deformation compatibility concerns.

e) A column schedule with 22 different columns is provided however the plans only call for an SC6 steel column. Please confirm that these other column members will not be used on the project. This applies to sheet S2.2 as well.

S6. Sheet S2.2:

a) Please describe how the framing at the front of the building is being accounted for in the design of the prefabricated metal building. How does this framing tie into the lateral-force-resisting systems of the main building?

b) A beam schedule with 22 different beams and headers is provided however the plans only call for a B16 steel beam. Please confirm that these other beam members will not be used on the project.

S7. Sheet S3.1:

a) Detail 2 includes a foundation wall schedule, yet none are specifically specified on the plans and supporting calculations were not provided. Please clarify.

b) Detail 3 refers to detail U/S4.2 which has not been provided. Please clarify.

c) Details 10 and 17 reference a hay storage area, but this does not appear to apply to Building A. Please clarify.

d) Detail 12 refers to details 14 and 14A on sheet S5.01. This sheet has not been provided. Please clarify.

e) Detail 16 refers to detail N/S3.1 which has not been provided. Please clarify.

f) Detail 18 calls for a CMU enclosure wall, yet it is not clear on the plans where this occurs, what footing will be required, the grout and mortar requirements, etc. Please clarify.

g) No calculations were provided for the retaining wall shown in Detail 20. Is the site retaining wall designed by Canyons Structural or AM Engineering? A previous permit submittal for the retaining was provided with calculations and plans from AM Engineering. Please clarify.

S8. Sheet S4.2: Detail 20 provides a knife plate schedule, yet it is not clear from the plans or details where knife plates will be used. Please clarify.

S9. Page 8 of the calculations lists a 21psf sloped roof snow load and page 9 lists a 25 psf sloped roof snow load. The City of Elko requires a minimum 30psf roof snow load be considered. Please address.

S10. Page 8 of the calculations lists a f0psf floor live load. The floor live loads for this project are listed on the plans as 50psf for office areas and 100psf for corridors. Please address.

S11. The CFS calculations provided have been performed in reference to AISI S100-07. The 2018 IBC requires conformance with the 2016 version of AISI, but IBC 2211.1 also requires structural framing to conform to AISI S240-15. Please address.

S12. Calculations for the footings and foundations specified on the plans have not been provided. Please address.

FIRE COMMENTS:

F1. Sheet A0.00:

a) As noted in Comment A1, the occupant load should be significantly higher than is currently listed on this sheet. Per IBC 907.2.7, Group M occupancies with an occupant load greater than 500 shall have a fire alarm system installed. Please update the fire protection notes on this sheet accordingly and add the fire alarm design as a deferred submittal to this sheet and to the City's Deferred Submittal Agreement form.

b) The "Code Review" notes state that a standpipe system will be provided. While a fire department connection is required by the IFC, a standpipe system is not required. Please clarify.

F2. While racking is shown in plan view, no information on the racking has been provided. The racking will require a separate permit to be reviewed by both the building and fire departments. Please add this to the deferred submittal list on sheet A0.00 and in the City's Deferred Submittal Agreement form.

a) If the racking meets the definition of "high-piled storage," fire department access doors will be required per IFC 3206.7. Please address.

F3. Sheet A2.01 appears to show the FDC below the entry canopy and behind a column. IFC 912.2.1 requires the FDC to be in a fully visible location. Please address.

[END]

BCS
BUILDING CODE SOLUTIONS

Date: August 20, 2025

To: Cris Johnson
125 S. Main St.
Vineyard, UT 84059
crisj@vineyardutah.gov

Re: Utah City Block 13C – Initial Plan Review
Address: 1145 North 220 West, Vineyard, UT

At the request of Vineyard City, Building Code Solutions has completed its plan review for the project listed above. This review was based upon the submittal documents listed below:

1. Construction Plans: Dated 7/22/25, by Nelson Partners, Et al.
2. Structural Calculations: Dated 7/21/2025, by PK Associates (Volumes 1 & 2).
3. Project Manual: Dated 7/22/25, by Nelson Partners, Et al.
4. Geotechnical Report: Dated 2/9/24, by GeoStrata.

Plan review comments are listed on the following pages. Please feel free to reach out if you have any questions concerning this review.

Sincerely,

Building Code Solutions, Inc.

Chris Kimball, PE, SE, FPE, MCP
Senior Plan Review Engineer
(801) 682-5031
chris@bcscodegroup.com

George Williams, MCP, CBO
Senior Plans Examiner
(801) 403-8152
george@bcscodegroup.com

Plan Review Comments

PROJECT DATA:

Occupancy Group(s):	R-2, A-3, B, S-1, S-2 (Separated)
Type of Construction:	Phase I = IA & IIIA; Phases II & III = IIIB
Number of Stories:	Phase I = 7 stories; Phases II & III = 5 stories
Area of Work:	364,859 ft^2 total • Phase I: 29,876 ft^2 IA, and 77,876 ft^2 IIIA • Phase II: 126,089 ft^2 IIIB • Phase III: 131,018 ft^2 IIIB
Fire Sprinkler System:	Yes- Full NFPA 13
Valuation:	$65,756,516.85

FOREWARD:

1. This plan review is only for the purpose of evaluating compliance with the provisions contained in the 2021 International Codes and the 2020 National Electrical Code as adopted by the State of Utah in addition to any specific local requirements. These comments are made on behalf of the Building Department and additional items may be required by other jurisdictional departments and agencies.
2. If any changes have been made to the plan documents unrelated to those items identified in this comment list, please list these changes on a separate sheet and include them in your resubmittal documentation.
3. Please submit a *complete* response, including written responses to plan review comments, revised sheets, and supplemental information, appropriately sealed and signed.

ARCHITECTURAL COMMENTS:

Interior Design Sheets:

A1. Sheet ID501: At least 5% of the mailboxes in details 2, 7, 10 & 102, but not less than one of each must be accessible per IBC 1110.10 and located along an accessible route per IBC 1104. Accessible mail and parcel boxes must include compliant clear floor space per ICC A117.1-09 Section 305 and be positioned within accessible reach ranges per Sections 308 and 309 for all operable parts. Indicate these features clearly on the plans.

A2. Sheet ID504: Dog wash shown on 19/ID504 must have all controls within accessible reach ranges including the electric lift, dryer and washing equipment. ICC A117.1-09 Sections 308 and 309.

A3. Sheet ID506:

a) Bike Wash must have all controls within accessible reach ranges including the electric lift, dryer and washing equipment. ICC A117.1-09 Sections 308 and 309.

b) At least 5% of the ski storage lockers, but not less than one of each, must be accessible per IBC 1110.10 and be located along an accessible route per IBC 1104. Accessible mail and parcel boxes must include compliant clear floor space per ICC A117.1-09 Section 305 and be positioned within accessible reach ranges per Sections 308 and 309 for all operable parts. Indicate these features clearly on the plans.

A4. Sheet ID602: Detail 8 shows a combination of wood and steel framing. As part of a Type IA building wood framing is not permitted per IBC 601. Please clarify.

A5. Sheet ID801: Please confirm that all proposed wall and ceiling finishes comply with IBC Table 803.13.

Low Voltage Sheets:

A6. Confirm hardware for various card readers and electronic access will not restrict egress unless permitted by IBC 1010.2.11.

Landscape Sheets:

A7. Sheet LM102:

a) Confirm that at least 5% of seating (minimum one) is accessible per IBC 1108.2.9.1 and that accessible dining surfaces comply with ICC A117.1-09 Section 902. LM102 and LS504.

b) LM102 handrail extensions are not properly shown on ramps and stairs. Please show compliance with IBC 1014.6 or indicate where in the plan set these handrails are fully detailed. This needs to exist in plan view, as projections into sidewalks and walkways become problematic.

A8. Sheet LS501: Please address edge protection at the ramp shown in Detail 10. Comply with the provisions of IBC 1012.10.

A9. Sheet LS503: Please dimensions the proposed outdoor BBQ's shown in Detail 1. Ensure the manual cut-off, grill controls and grill handle in the open position comply with ICC A117.1 for reach ranges.

ROW Landscape Sheets:

A10. Sheet LM102: Some electric vehicle chargers appear to be located too close to the adjacent bike racks. A bike installed between the rack and the vehicle charger could lead to various issues, specifically accessibility concerns with handlebars, bike chains and locks etc. projecting into accessible features and clearances.

A11. Sheet LS501: Please ensure the trench grates are clearly detailed to have openings running perpendicular to the direction of travel (opposite the photo provided) and have openings no larger than ½" maximum as per ICC A117.1 section 302.3.

Civil Sheets:

A12. Sheet C1.02:

a) Typically, the 11' wide stalls are signed as van accessible; however, the 8' stalls with 8' access aisle are also compliant. Please confirm proposed accessible stall signage. ICC A117.1 section 502.2

b) Please clarify the accessible route proposed from the accessible parking to the building. IBC 1104.1

c) It appears from the landscaping plans that car charging stations are provided for street parking adjacent to the building. Please provide accessible car charging stations. ICC A117.1 section 502.1

d) The accessible parking must be on the shortest accessible route to the building. IBC 1106.7

e) The (9) stalls proposed appear short of the 2% of 536 (10.72) required by Table 1106.2. Please clarify.

A13. Sheets C2.01 & C2.02:

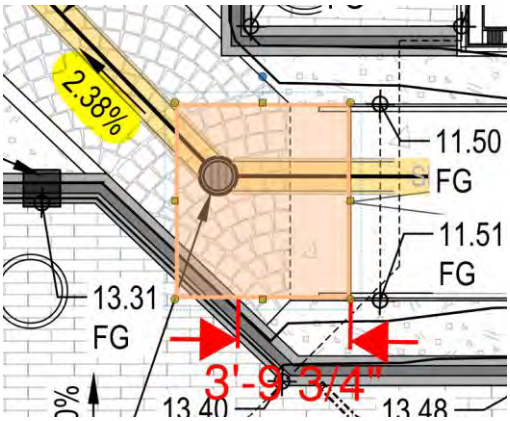
a) Handrails at stairs must be fully shown in plan view with code compliant extensions both top and bottom. Projections into walkways and sidewalks are problematic.

b) Please confirm the proposed pavers will comply with ICC A117.1 section 302 regarding floor surfaces.

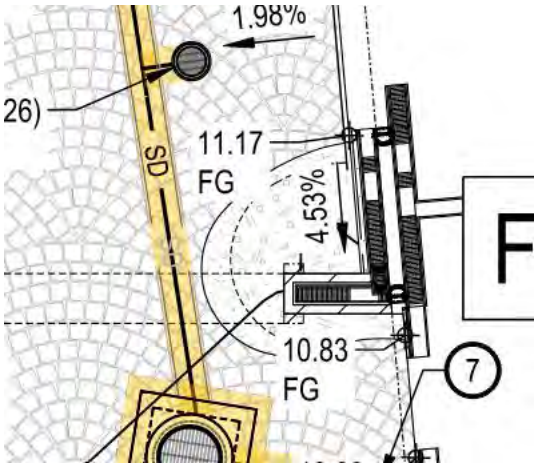
c) Please clarify how the rectangular patio drains were sized and include minimum widths and heights. Ensure they care capable of providing appropriate drainage.

d) At the east ramp, the code required landing of 60" minimum required by IBC 1012.6.3 has not been provided, as it is interrupted by the building exterior wall.

i) Additionally, the floor appears to have cross slope of 2.38% near this location which does not comply with IBC 1012.6.1.



e) Please clarify 4.53% slope toward the building corner at the location shown in the graphic below. Clarify how drainage will take place without pooling.



f) Please ensure all storm drain grates located in walking surfaces are not only pedestrian safe as indicated but comply with ICC A117.1 section 302.3 with respect to opening direction.

Architectural Sheets:

A14. The proposed project appears to have the potential for various deferred submittals. Please consolidate a single list of deferred submittal items on or around the cover sheet of the plans. Include all disciplines. Please note, deferred submittal items are subject to the approval of the building official. IBC 107.3.4.1.

A15. Sheet A103:

a) Phase I: The square footages of A-3, B, S-1 and S-2 occupancies in Phase I exceeds the 10% maximum for accessory occupancies on Levels 01 and 02. Please address.

b) Phase 2 has no A-3 occupancies yet lists A-3 in the allowable area section of the code summary. Please revise.

c) Phase 3 has no A-3 occupancies yet lists A-3 in the allowable area section of the code summary. Please revise. The square footages of B, S-1 and S-2 occupancies in Phase III exceeds the 10% maximum of Level 02. Please address.

d) Chapter 3 Use and Occupancy Section indicates that A-3 uses are accessory per IBC 508.2. This is only possible if limited to not more than 10% of the floor level on which they are located.

i) Additionally, various other uses may or may not be accessory uses per IBC 508.2. Please clarify for each building, and define which occupancies are separated.

e) For each building (phase) provide the sum of the ratios calculation, justifying the overall building sizes based on proposed occupancies and proposed separations. IBC 506.2.2

A16. Sheet A104.1:

a) The rated wall legend must be updated per IBC Chapter 7 terminology with fire partitions separating units from one another and from the corridors, fire barriers separating occupancies, and fire walls separating "buildings" or phases from one another.

b) Please clarify what appears to be gates at the bottom of the ramp in the outdoor courtyard area. A landing would be required prior to any gates per IBC 1012.6. This condition occurs in two locations.

c) Please complete the sum of the areas calculations accounting for all floors of each "building" or phase as per IBC 506.2.2.

   i) Note: plans reference IBC 506.2.4 which does not exist. Equation 5-3 should be utilized, and the end value shall not exceed 3, as only portions of these buildings are separated occupancies as required by the exception.

      (1) Not needed for Phase II, please provide for Phases I and III.

d) Provide the refuge areas on each side of the horizontal exits between Phases II and III as per IBC 1026.4. The short corridor outside of Units 154 and 155 and Units 184 and 186 is likely too small for this purpose.

e) Phase 1:

   i) Clarify if the A-3 amenity space in Phase I will be separated from the B occupancy. The plan indicates "separated" but there is not a fire rated wall. (This repeats on levels above. Please revise)

   ii) The overhead door at Refuse C107 must be ¾-hr. protected and comply with the provisions of IBC 716 including being self-closing.

      (1) Please confirm the openings proposed in the wall line comply with IBC 706.8 limiting the openings to 25% of the wall length.

   iii) The fire wall separating Phase I from Phases II and III must have a 3-hr. rating. Utilizing double (2-hr) fire walls is acceptable; however, they must be fire walls and comply with the provisions of IBC 706.2 for structural stability, as well as the remainder or IBC 706. IBC Table 706.4

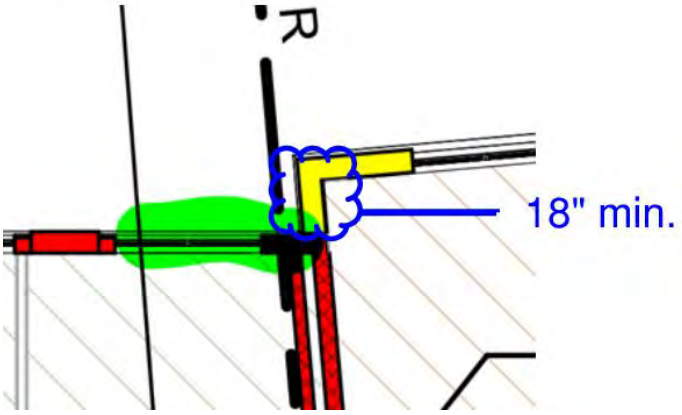
      (1) Additionally, the column at the corner would have to be part of the fire wall and have a 3-hr. rating, unless the imaginary property line is redrawn to run diagonally at the intersection of Phase III and Phase I.

      (2) Please note that the use of FRT lumber in exterior wall assemblies is limited to 2-hr. rating or less. A 3-hr. fire wall cannot be constructed with FRT lumber per the requirements of IBC 602.3. It would appear the only viable option is to have (2) 2-hr. rated fire walls (similar to what is shown); however, they must be fire walls per IBC 706.

f) Phase II & III:

i) Return walls tying into Phase I must be rated (as shown) but also have opening limitations as per the requirements of Table IBC 705.8. The walk-throughs at the paseos may exceed the allowable openings, wherever the imaginary line separating buildings is at a diagonal. **(This occurs at the outside edge condition on every floor.)**

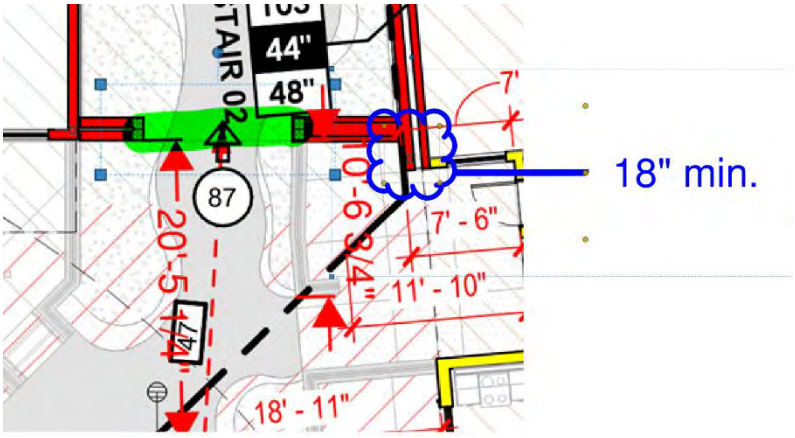
(1) At the Grid 5 location the fire wall must extend 18" beyond the exterior wall of Phase II to comply with IBC 706.5 or meet one of the exceptions.



(2) At the +/- T6.5 location the fire wall must extend 18" beyond the edge of the exterior wall of Phase II to comply with IBC 706.5 or meet one of the exceptions.

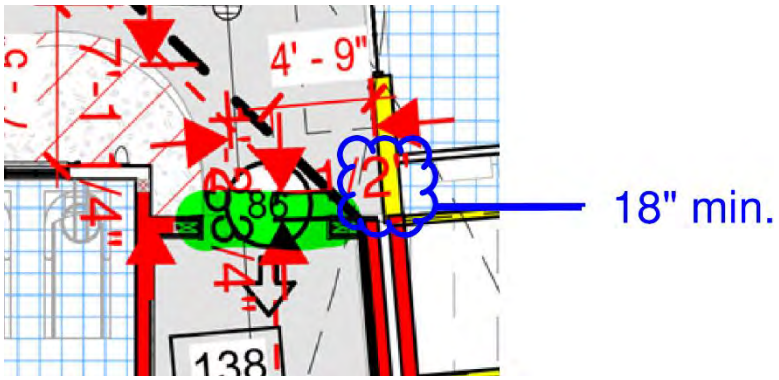
(a) In addition, the paseo wall must comply with Table 705.8 for allowable openings.

(b) It may be advantageous to redraw the imaginary property line at this location to aid one condition or the other.



(3) At the T3 location the fire wall must extend 18" beyond the exterior wall of Phase II to comply with IBC 706.5 or meet one of the exceptions.

(a) In addition, the paseo wall must comply with Table 705.8 for allowable openings. A large portion of that wall appears to be within 3-feet of the imaginary line, prohibiting openings in that section.



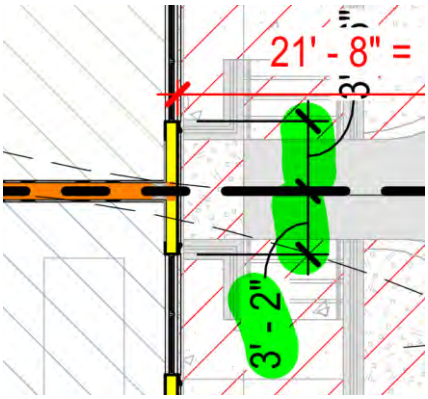
(4) At the Grid 1 location the fire wall must extend 18" beyond the exterior wall of Phase II to comply with IBC 706.5 or meet one of the exceptions.

(a) In addition, the paseo wall and the Phase I wall must comply with Table 705.8 for allowable openings. A large portion of that wall appears to be within 3-feet of the imaginary line, prohibiting openings in that section.

(b) It would also be advantageous to move the imaginary line diagonally at the ends of the building, which may address some of the previously identified items. It may also require an allowable unprotected area analysis of the opposite side of the "breezeway" beneath Level 3. (see line in blue) **(This occurs on levels above as well)**



g) Fire walls intersecting exterior walls between Phases II and III require the exterior wall to be 1-hr. protected for 4-feet on each side of the fire all, with ¾-hour protection of all openings wherever at an angle of less than 180 degrees. Please address at the intersection of Phase II with Phase III in (4) locations similar to the location below, as the rated wall is less than 4-feet in width on each side of the fire wall. **(This occurs on multiple floors.)**



A17. Sheet A104.2:

a) Please update the fire wall notes. Currently they indicate they are separating fire areas, where in this design they are separating "buildings" as per IBC 503.1.2.

b) The wall separating Phase I from Phases II and III is a 3-hr. fire wall, not a 2-hr. exterior wall as indicated. Utilizing double (2-hr) fire walls is acceptable; however, they must be fire walls and comply with the provisions of IBC 706.2 for structural stability, as well as the remainder or IBC 706. IBC Table 706.4 **(This applies to all levels above.)**

c) Please clarify how egress from Phases II and III comply with the provisions of IBC 1026.1, as it would appear that each building relies on (3) horizontal exits, and a single exit stairway for egress. Code limits use of horizontal exits to 50% maximum. **(This applies to all levels above.)**

d) Identify the doors entering Phase 1 from Phases 2 & 3 as horizontal exits to be consistent with the egress plans. Show the refuge areas, provide the hose valves and cabinets, and provide additional exit signage on the walkway connecting buildings. IBC 1026. **(Applicable to levels above.)**

A18. Sheets A104.3 – A104.5:

a) Phase I:

i) At Unit 300, the exterior wall is essentially on the property line. Table 705.8 would prohibit openings in this wall unless the imaginary line is rerouted diagonally as suggested.

ii) Please ensure all building elements, specifically bearing walls, have fire ratings per Table 601. Many walls are shown as 1-hr. rated walls which are not consistent with the table. (except for non-bearing walls and interior partitions) **(Also applicable to levels 2, 6 & 7)**

iii) It would appear by the use of a 3-hr. firewall that Phase I is being divided into two separate buildings above the podium level. Please confirm, as this would require a revision of the code analysis to create a separate building with a separate allowable area, etc. etc. **(This condition persists on levels above)**

(1) It is assumed that this separation is needed to avoid emergency power for the elevators per the requirements of IBC 1009.2.1. Rather than a 3-hr. fire wall creating separate "buildings" this would typically be a 2-hr. fire barrier compliant with IBC 1026.2.

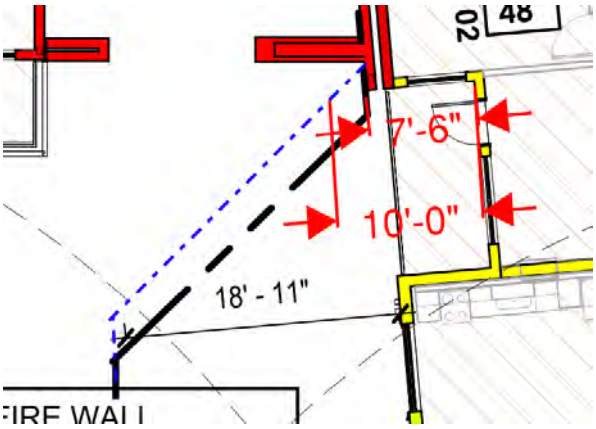
A19. Sheet A105:

a) Detail 01- The proposed opening protection percentages don't line up with the jog indicated in the plans and must be revised.

i) Portions are 3-feet or less to the imaginary property line and have 0% allowable openings. Portions are 3-feet to 5-feet from the imaginary line and have allowable unprotected openings of 15%. Portions are 5'-10' from the imaginary property line and have 25% allowable unprotected openings.

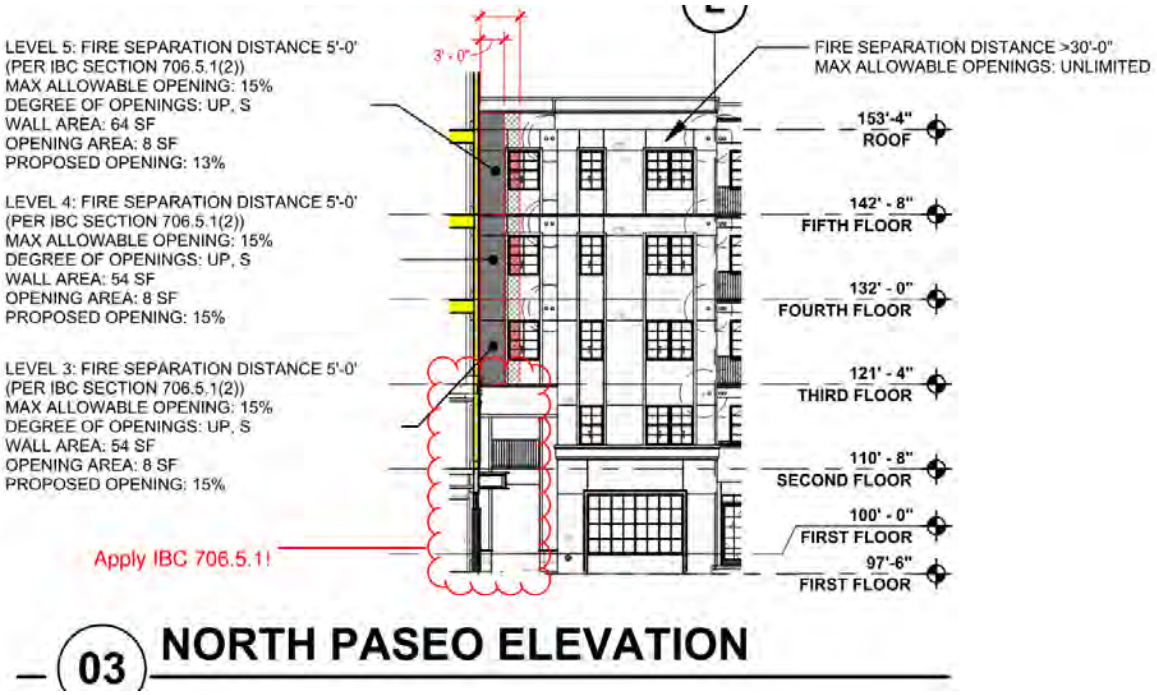
ii) Near Grid T6 the analysis is incorrect, as a minimum clearance of 10-feet to the property line is not provided, reducing the allowable opening area (at least to a portion of the hatched area) to only 25%.

iii) It would be wise to redraw the imaginary line in a more advantageous way such as shown here. (see line in blue)



iv) It's unclear why the allowable opening analysis stops at Level 3, as it must continue to the ground level, at the areas between T9 and T7.5, as well as T3 and T1 are all located on the imaginary property line and would have to comply with IBC 706.8 limiting openings to 156 ft2, and an aggregate width of openings of 25% of the wall length.

b) Details 02 & 03: Please clarify why the provisions of IBC 706.5.1 regarding the exterior walls of Phases II and III are only being addressed from the 3rd level and up. These provisions apply equally to Levels 1 and 2. Please revise.



i) Please clarify the notes for each floor level. Due to the diagonal jog in the imaginary property line the dark shaded areas have a FSD of 3-feet of less and have no allowable openings, this must continue to the ground level. The hatched areas are within 5-feet and have a maximum allowable unprotected opening area of 15% as indicated.

ii) There aren't really any areas in Details 02 or 03 where the FSD is 30-feet as indicated with unlimited allowable openings. Most every space has a FSD of 22' or less, limiting the unprotected openings to 45% max.

A20. Sheet A111: Please include tactile exit signage at exterior door locations as per IBC 1013.4, as required in numerous locations.

A21. Sheet A120: If the east parking lot is associated with this project, it must have accessible parking as per IBC 1106.2 which requires parking in each lot, and separate calculations for required parking in each lot.

A22. Sheet A121:

a) Please provide documentation allowing for the 13-foot+ projection into the right of way, and beyond the property line on the west side of the building, and the overhang and supports at Grid T1. IBC 3201.3

i) As the 2nd level is less than 15-feet above grade, a maximum encroachment of 4-feet is allowed by IBC 3202.3.2.

ii) The building structural supports are actually beyond the property line which is typically prohibited without recorded easements.

b) IBC 1104.1 requires an accessible route from site arrival points—such as public sidewalks, accessible parking, bust stops and loading zones—to the building entrance. Please show the proposed routes from these elements on the architectural site plan.

c) Gates at the bottom of ramps are not permitted unless placed beyond the code required landings. IBC 1012.6

   i) The east ramp does not have an accessible landing at the bottom, based on the architectural site plan, as the building encroaches on the required clearances.

d) The proposed canopy from Phase 1 must comply with IBC Table 705.2 and likely cannot be placed as shown. Projections are not allowed within 2-feet of the imaginary line and are only permitted to project within 24" of the property line between 2-feet and 3-feet. Please address.

e) A raised crosswalk connecting to the accessible route and crossing 3rd Ave. is proposed. Please show truncated domes as required by ICC A117.1 section 406.12.

A23. Sheet A131:

a) Gates are to be treated like doors per the provisions of IBC 1010.4 & ICC A117.1 section 404.2. Please address hardware type and height, door opening force, landing requirements for doors/gates, and the solid surface required for the bottom 10" of the door on the push side.

A24. Sheet A201:

a) Show all exterior columns with fire ratings consistent with the proposed Type III-B and I-A construction for Phases I-III on this level. IBC Table 601

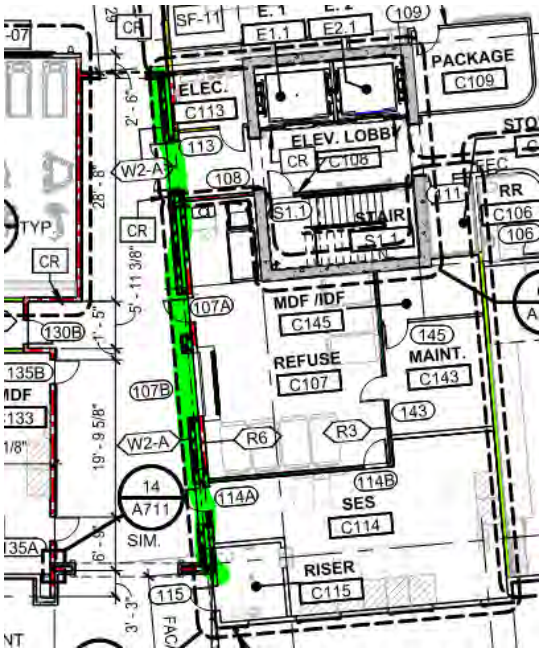
b) Please update the fire rating legend to reference assembly types from IBC Chapter 7. Distinguish between fire partitions, fire barriers and fire walls as they each have different continuity requirements. **(Adjust on all levels above.)**

c) Please update note H to reference the requirement for special inspection of penetrations and joints in fire-resistance rated assemblies as per IBC 1705.18.

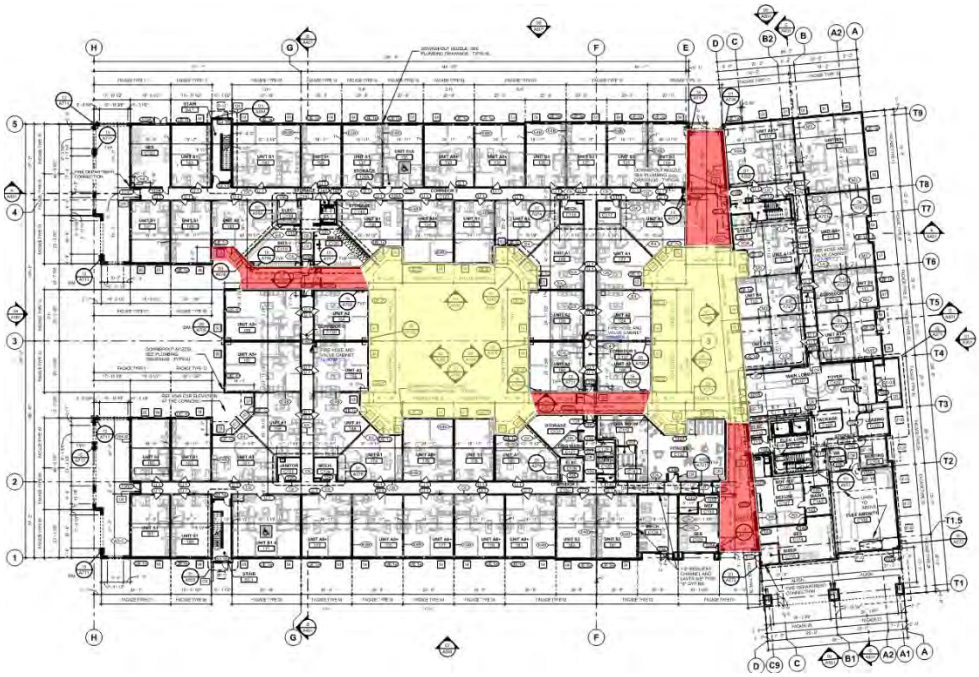
d) Doors 017A, 107B, 143 and 114B are from the Refuse Room. IBC 713.13.5 requires that doors at discharge rooms be self- or automatic closing. The door schedule on sheet A802 refers to door hardware groups 10 and 4 for these doors. The specifications do not require self- or automatic closers for hardware groups 10 and 4. Please address.

e) Doors 113, 126 and 138 are for electrical rooms, however sheet A802 does not specify panic hardware at these doors. Please confirm that the electrical equipment in these rooms is not rated at 800 amperes or more per IBC 1010.2.9.2. **(Also applicable to Levels 4-7.)**

f) The green line in the screenshot below shows a firewall along Grid D and between Grids T1.5-T3. This is shown in elevation 01 on sheet A302. This firewall has a rough length of 63-feet. The four door openings along this line total 20-feet in width. This exceeds 25% of the wall length as allowed by IBC 706.8. Please address.



g) The screenshot below shows the two interior courtyard areas in yellow. The areas highlighted in red are pseudo "tunnels" that will be used by first responders to get to these courtyards. The design currently calls for these "tunnels" to be bounded by 2-hour rated walls and a 1-hour rated floor. We have discussed this situation with the Orem Fire Marshal as fire department access to all exterior openings must be approved by the fire code official per IFC 504. In this discussion the fire marshal has stated that these tunnels must have a continuous 2-hour rating, thus requiring the lid (i.e., ceiling/floor assembly) to be increased to a 2-hour rating at these areas. Please address.



A25. Sheet A204: Door 204 is at the trash access room. This is required to be a 45-minute rated door per IBC 713.13.3 while sheet A802 calls for a 20-minute rated door. This door is also required to be self- or automatic closing. Please address. **(Adjust on all levels above.)**

A26. Doors 017A, 107B, 143 and 114B are from the Refuse Room. IBC 713.13.5 requires that doors at discharge rooms be self- or automatic closing. The door schedule on sheet A802 refers to door hardware groups 10 and 4 for these doors. The specifications do not require self- or automatic closers for hardware groups 10 and 4. Please address.

A27. Sheet A208:

a) Please confirm a minimum of a Class B roof covering per IBC 706.6, Item 4.2.

i) Clarify that the 5/8" gypsum will be installed directly beneath the underside of the roof sheathing or deck as per Item 4.3.

A28. Sheets A251 & A252:

a) As the project utilizes a unique design with essentially "tunnels" allowing occupants of the center courtyards to egress, protection of the lids of these tunnel assemblies similar to the provisions of IBC 1024.2 for exit passageways would by typical. Please clarify the design intent, as the prosed assemblies have a 1-hr. rating, but a 2-hr. rating appears consistent with IBC code intent.

A29. Sheet A273:

a) Please clarify how the corner column can be exposed at the Flex Amenity C105 space. Provide 2-hr. protection per IBC Table 601.

b) SF-2 will require safety glazing due to proximity to the adjacent ramp. IBC 2406.4.6 **(Add to A803.)**

c) Indicate where the posted occupant load signage will be placed in Flex Amenity C105 as per IBC 1004.9.

d) Please indicate proposed ramp slope and show code compliant handrails with appropriate extensions. IBC 1012

A30. Sheet A274:

a) Provide a proposed fitness equipment layout. Per IBC 1110.4, exercise equipment must be located on an accessible route. At least one of each type of equipment must have an adjacent accessible clear floor space per ICC A117.1-09 Section 1104.1.

A31. Sheets A500A & A500B:

a) It's unclear how balcony assembly B-01 or B-02 can meet the provisions of IBC 2304.12.2.5, with a 1/150 cross-ventilation, if they are also solidly sheet rocked as detailed. Please clarify, as Sheets A252 – A256 show the required ventilation.

b) Floor/Ceiling Assemblies: Per IBC Sections 1206.2 and 1206.3, all floor/ceiling assemblies separating dwelling units from other units, public, or service areas must have a minimum STC and IIC rating of 50.

i) UL L521 only has an IIC rating of 48 and an STC of 59. Please clarify.

c) With the varying fire separation distances, please clarify which walls are fire-rated from both sides as per IBC 705.5, and which ones have a FSD of > 10-feet and can be rated from only the interior side. This appears to be an issue between Grids E and C.

d) Verify that all proposed exterior wall assemblies comply with the requirements of UL 263 and ASTM E119, specifically regarding no combustible wall coverings above 40-feet. (IBC 1405.1.1)

A32. Sheets A501 – A540:

a) Multiple walls on each of the (3) proposed buildings have walls that have portions of them allowing for less than 25% of unprotected openings based on the fire separation distances less than 10 feet. IBC 705.5 requires these walls to be rated for exposure to fire from both sides.

b) Please clarify why the 1-hr. rating of exterior walls would change on the 7th floor of the building. The UL V314 design indicated for W2-C is a 2-hr. bearing wall design. Please clarify. (A529, A530, A539)

A33. Sheet A540: Section 05 presents a code compliance issue with respect to the continuity of the 2-hr. rated exterior walls at the roof overhang. In general, for this project the approach to compliance with IBC 705.11 is not clear. Parapets are required to extend 30" above the roof surface unless one of the 6 exceptions are met.

A34. Sheets A551, A552, A553 & A554:

a) Section 08/A551 must show the trash chute fire barriers continuous to the underside of the roof deck. Please address. IBC 707.5

b) Please note in Section 08/A551 that the trash chute is to be sprinklered in accordance with IBC 713.13.6.

c) Handrail extensions must extend 12" beyond the top risers, and one tread depth beyond the bottom riser. Details are showing 11" in several locations. Please address. IBC 1014.6

A35. Sheet A601: Please indicate the maximum reach ranges applicable to the coat hooks shown in several details on this sheet.

A36. Sheets A701: Per IBC Section 1206.2, walls separating dwelling units from each other or from public/service areas must have a minimum Sound Transmission Class (STC) rating of 50. Please indicate this rating on all applicable wall assemblies.

a) U341- Please confirm the proposed STC rating, this does not appear consistent with a single layer of gypsum board on each side.

b) Clarify where the STC rating for Partition Type L came from as there is no listing.

A37. Sheet A762: Detail 09: Handrails at the bottom of stair must continue at slope for one tread depth (11"). IBC 1014.6

A38. Sheet A763: Please clarify on this sheet that the SmokeGuard assemblies are to be installed in accordance with NFPA 80 and labeled in accordance with IBC 716.2.9 in addition to providing the identification outlined in ICC ESR-1136. IBC 716.4

A39. Sheet A801:

a) Please confirm that all proposed wall and ceiling finishes comply with IBC Table 803.13. Provide notes and indicate Class C finishes except for within the exit enclosures and corridors where Class B is required.

b) The exterior finish legend and other sheets provided show portions of the exterior facade consisting of metal panel systems. For buildings exceeding a height of 40-feet these systems should be listed and found to conform to NFPA 285 in accordance with IBC 1406.10. Please address.

A40. Sheet A802:

a) Please confirm accessible door hardware available from both sides for all sliding doors and pocket doors. ICC A117.1 section 404.2.6

b) The door schedule calls for panic hardware in many instances but does not specify fire exit hardware. Many of the doors requiring panic hardware occur with fire-rated walls. As defined in IBC 202, rather than simply listing panic hardware these doors should specify fire exit hardware. Please clarify.

c) Per IBC 716.2.2.1, doors in rated corridors require smoke and draft control with an 'S' label and UL 1784 listing. These doors are also required to be self- or automatic closing per IBC 716.2.6.1. Please show this on the door schedule in addition to the fire rating.

A41. Sheet A803:

a) Please indicate on the plans the maximum U-factor and SHGC for all windows and glazed openings in accordance with IECC C402.4.3. Include separate values for storefront glazing, site-built and factory-built and labeled.

b) Provide tempered windows at windows in the stairwells as per IBC 2406.4 in Stair 03 and 04.

Unit Plan Comments:

A42. Sheets A280A – A282J: Windows in the unit plans must be identified will callouts consistent with those on Sheet A803, and any windows located in hazardous locations must be noted as tempered glazing per the requirements of IBC 2406.4.

Type A units:

A43. Sheet A280B:

a) Burner and oven controls shall not require reaching above active burners, per ICC A117.1-09 Sections 1003.12.5.4.4.

b) Clarify the location of range hood controls and verify they are within accessible reach ranges per ICC A117.1-09 Sections 1003.9.

A44. Sheet A281F:

a) Burner and oven controls shall not require reaching above active burners, per ICC A117.1-09 Sections 1003.12.5.4.4.

b) Clarify the location of range hood controls and verify they are within accessible reach ranges per ICC A117.1-09 Sections 1003.9.

c) Please ensure the 40" minimum kitchen clearance accounts for the handles on the range as well as the dishwasher. ICC A117.1-09 Section 1003.12.1.2

d) Provide height information for closet shelves and rods. Verify that at least one of each is within reach ranges per ICC A117.1-09 Section 309, as required by Section 1003.14.

A45. Sheet A281N:

a) Burner and oven controls shall not require reaching above active burners, per ICC A117.1-09 Sections 1003.12.5.4.4.

b) Provide height information for closet shelves and rods. Verify that at least one of each is within reach ranges per ICC A117.1-09 Section 309, as required by Section 1003.14.

c) Verify that the patio is at the same elevation as the unit floor, as required by ICC A117.1-09 Section 1003.3.3.

A46. Sheet A282B:

a) Burner and oven controls shall not require reaching above active burners, per ICC A117.1-09 Sections 1003.12.5.4.4.

b) Provide height information for closet shelves and rods. Verify that at least one of each is within reach ranges per ICC A117.1-09 Section 309, as required by Section 1003.14.

A47. Sheet A282F:

a) Burner and oven controls shall not require reaching above active burners, per ICC A117.1-09 Sections 1003.12.5.4.4.

b) Provide height information for closet shelves and rods. Verify that at least one of each is within reach ranges per ICC A117.1-09 Section 309, as required by Section 1003.14.

c) The pocket door into the den must be equipped with operating hardware that is exposed and usable from both sides, whether the door is open or closed. ICC A117.1 section 404.2.6

A48. Sheet A731:

a) Detail 13 calls for a 30" x 36" roof hatch yet the exception in IBC 1011.12.2 requires a hatch opening of 16 SF minimum. Please address.

b) Please clarify in Detail 13 that the fixed ladder is to have a minimum width of 18-inches and provide a toe spacing of no less than 6-inches per IMC 306.5.

Type B units:

A49. Sheet A280C, A281B, D, E, H, J, P, S, T, U, A282A, B, C, D, E, G, H, J:

a) Please ensure the 40" minimum kitchen clearance accounts for the handles on the range as well as the dishwasher. ICC A117.1-09 Section 1004.12.1.1

A50. Sheet A281A, G, K, L, M, Q, R:

a) Please ensure the 40" minimum kitchen clearance accounts for the handles on the range as well as the dishwasher. ICC A117.1-09 Section 1004.12.1.1

b) Show the elevation of the deck surface. If impermeable, it may be up to 4 inches below the interior floor per the Exception to ICC A117.1-09 Section 1004.4.2. If permeable, it must be level with the unit interior.

MECHANICAL COMMENTS:

M1. Mechanical equipment requires seismic restraint, in accordance with IBC 1613.1. Restraint must be provided for the following conditions, unless otherwise excluded by Chapter 13 of ASCE 7-16:

a) Mechanical components > 400 pounds and supported by a floor or roof.

b) Mechanical components > 20 pounds and supported by a ceiling or wall.

c) Mechanical distribution systems weighing > 5 plf.

M2. Please list all deferred submittals on the cover page of the plan set, as required by IBC 107.3.4.1.

M3. Sheet M211:

a) Update mechanical general note 15- Plastic piping is not allowed in a plenum, unless wrapped with a plenum wrap. Standard insulation does not result in allowance for plastic piping in a plenum. Please update.

b) Update mechanical general note 20- Indicate required insulation R-value or thickness per IECC Table C403.11.3.

M4. Sheet M211A: The 8" exhaust from IDF C117 cannot penetrate the rated assembly without a damper or shaft above. Please clarify. IBC 717 **(Applicable to levels above.)**

M5. Sheet M211B: The 8" exhaust from IDF C125 or C214 can't penetrate the rated assembly without a damper or shaft above. Please clarify. IBC 717 **(Applicable to levels above.)**

M6. Sheets M211C & M271:

a) The dryer vent from Unit A12+ cannot discharge as proposed. The exterior wall at this location is a fire wall, and openings are prohibited. A damper is not allowed in a dryer vent. Please relocate. **(Applicable to levels above.)**

b) Please consult with the architect regarding a potential rated wall running along Grid T2. Protect the duct penetration or indicate the applicable exception. IBC 717.5.2

c) Penetrations from Maint. C143 into Refuse C107 must be protected with dampers, as the fire barrier is 2-hr. rated and the exceptions to IBC 717.5.2 would not apply.

d) Foyer C100 is shown as a conditioned space. Section C403.4.1.4 regulates the heating of vestibules, requiring shutoffs when outdoor air temperature exceeds 45-Deg. F. Vestibules also require an individual thermostat limiting heating to 60-Deg. F. maximum, and cooling to not less than 85-Deg. F. Please revise heating in this area.

M7. Sheet M215A: The proposed 14" diameter OA can't penetrate the roof as proposed without a ceiling radiation damper per IBC 717. (Mech C518)

M8. Sheet M215B: The proposed 14" diameter OA can't penetrate the roof as proposed without a ceiling radiation damper per IBC 717. (Mech C524)

M9. Sheet M216:

a) The transfer grill R-7 at IDF C619 is in a rated corridor wall. Protect per IBC 717 **(Repeats on level above.)**

b) The proposed 14" diameter OA can't penetrate the roof as proposed without a ceiling radiation damper per IBC 717. (Near FC-701)

M10. Sheet M218: Terminating TEF-1 immediately adjacent to the roof hatch could be problematic. It could be considered an "operable opening" into the building. This will be left to engineering judgement.

M11. Sheet M272:

a) Please confirm the proposed ERV's and associated ductwork are located below the rated horizontal assembly. IBC 717

b) Please clarify where the SA up at MEP C210 is going, as there does not appear to be a shaft above on the 3rd level.

M12. Sheet M281: It appears that in some units the wall-mounted bath fans are installed back-to-back. Any enclosure around the fan would likely be impossible to install per the manufacturer in that configuration. Please add notes or details showing these fans offset in separate stud cavities.

M13. Sheet M801: Please identify all registers working in conjunction with a ceiling radiation damper in the units. Indicate damper make, model and rating.

Unit Plan Comments:

M14. Please provide a detail regarding how access to the primary damper into the horizontal assembly prior to flex duct distribution to the various rooms will be accessed. It would appear an access in the dropped lid and access in the bottom of the rectangular duct will be necessary.

M15. Update Keynote #7 as the code requires the actual equivalent length to be placed on the permanent label or tag, not "more than 35 feet." Provide a calculated equivalent length of each dryer vent in each individual unit, place this information on the respective unit plans.

M16. Please provide manufacturer's requirements for clearance to openings for the proposed ERVs. In some units they are in close proximity to the door to the balcony/patio, and with an 8' installation elevation, which leaves only 1'-4" of clearance to the door opening.

M17. Sheet M313C:

A) Units in Phase II opposite Unit 312, and at all such locations above have ERV's in a location where penetrations are prohibited due to IBC 705.8. Please provide notes indicating that ERV's in those units will need to be relocated.

PLUMBING COMMENTS:

P1. Sheet P211:

a) The invert is fairly deep below the slab. Trenching for plumbing installed adjacent to footings cannot extend into the 45-degree bearing plane. Please address. IPC 307.5

b) Please review the DWV plan and correct any fittings that are not guiding waste in the direction of flow.

P2. Sheet P211C: Please confirm with the sewer district that a separator or interceptor is not required for the trench drain in Refuse C107. Some locations require these devices due to the location.

P3. Sheet P212B:

a) A fire wall exists along Grid 3. This will likely require a structural and/or seismic separation. An expansion loops or flexible connection will be required for above-grade piping that crosses Grid 3. **(This will be the case on some levels above.)**

b) IPC 1003.1 requires interceptors and separators to prevent the discharge of oil, grease, sand, and elements harmful or hazardous to the public sewer. Please provide at Dog Wash C127 or confirm the device is integral with the dog wash equipment.

P4. Sheet P213C: A fire wall exists along Grid D. This will likely require a structural and/or seismic separation. An expansion loops or flexible connection will be required for above-grade piping that crosses Grid 3. **(This will be the case on some levels above.)**

P5. Sheets P217 & P219: Please provide the published roof drain flow rate of the roof drains proposed, to ensure they have capacity for the areas proposed.

P6. Sheet P272: Per IECC 404.5.1, for all public fixtures the maximum distance of pipe from the hot water source to the lavatory cannot exceed 6-feet maximum for ¼" lines, 2-feet for ½" lines and only 6" for ¾" lines. It appears either instantaneous water heaters, or recirculating piping is required. **(Applicable at all public fixtures.)**

P7. Sheets P276 – S282: Multiple units show WB-1 recessed into a rated fire partition. Please clarify how the rating of the wall is maintained. IBC 714

P8. Sheet P401:

a) Please clarify if water hammer arrestors are necessary for water lines feeding the dishwasher. IPC 604.9

b) Please provide an island fixture venting detail in accordance with IPC 916.

c) Type III buildings constructed with FRT lumber are subject to significant shrinkage. Please provide details, notes or other methods of accounting for building shrinkage in the drainage stacks.

d) Provide a detail for pipes passing through the fire walls. These will likely require a structural and/or seismic separation. An expansion loops or flexible connection will be required for above-grade piping.

P9. Sheet P501:

a) Please clarify plumbing sheets to indicate the source of domestic hot water. It's understood that many buildings receive district energy for hydronic piping etc., The plans do not include notes related to the source of domestic hot water.

i) If these elements are located elsewhere remove unnecessary details from the plan set.

b) Please provide hot water controls for the recirculation pump consistent with IECC C404.6.1 with shutoffs based on both desired water temperature and demand. Controls to run based on a timer and 1 hr. before and after occupied are not consistent with the 2021 IECC.

P10. Please provide a completed copy of Vineyard City's "TSSD Pretreatment Survey" form for our review.

ELECTRICAL COMMENTS:

E1. Sheet EE280A:

a) Please ensure fixture U1 above the tub is listed for use in the tub/shower area. **(Applicable in multiple units.)**

b) In multiple units require receptacle outlets on the kitchen island. The two provided in many units are beneath the countertop. NEC 210.52

E2. Sheet EE280C: Confirm the interconnected smoke detectors at the entry way and the adjacent restroom.

E3. Sheets EE281A, B, EE281E, F, G, H, J, K, L, M, N, P, Q: It would appear a countertop receptacle outlet is needed on the kitchen island. The two provided are beneath the countertop. NEC 210.52

E4. Sheet EE281L: It appears that linework on this sheet may be off, with multiple sinks. Please compare to the architectural unit plans.

E5. Sheets EE282A, EE282H: The top right bedroom is missing a receptacle on the bottom wall beyond the pocket door. NEC 210.52(2)

E6. Sheets EE282F & EE282H: The outlet spacing in the den does not appear to comply with NEC 210.52(2).

E7. Sheet EE501: Due to the numerous fire walls in the proposed project, expansion for structural and or seismic movement will likely occur at each fire wall location. Please ensure any conduit or conductors passing across the 3-hr. fire wall condition accounts for anticipated movement.

E8. Sheet ES101: The building appears to have multiple services. Provide signage at each service location in accordance with NEC 230.2(E), indicating the presence and location of the additional source(s) of power.

E9. Sheet ES506:

a) Various sheets of the plans reference the installation of EV chargers. Please clarify if the EV charging system and equipment will be a deferred submittal, and if so, please add it to the list of deferred submittals at the beginning of the entire plan set. IF the EV charging system and equipment will be included as part of this review, please address each of the following items:

i) Please specify on the plans the exact model number of the EV chargers to be installed.

ii) Please provide documentation showing that the proposed EV charger is listed and certified per UL 2202 (or UL 2594).

iii) Please clarify and show on the plans how the EV charger equipment will be protected from vehicular damage. NEC 110.27

iv) Provide notes and details showing how the equipment will comply with ICC A117.1 for accessibility provisions.

E10. Sheet EP400: Please provide a listed through-penetration detail for the proposed feeder/conduit penetrations grouped together in the rated floor assembly (green circles). IBC 714

E11. Sheet EP600: In the Panel Submittal Schedule, MDP-13C.1 is shown as 800A rated mains, with 1,048 connected amps. Please clarify.

E12. Sheet EL109:

a) Please clarify why 2021 IECC lighting controls do not appear to have been provided in Leasing C102 and Meeting C104.

b) Relocate the exit sign in Flex Amenity C105 to be in front of Door 105A.

E13. Sheet EL110:

a) Please clarify why 2021 IECC lighting controls do not appear to have been provided in ADA Work Pod C211 or Conf. RM C221.

i) Provide occupancy sensors in Trash C204 and all similar rooms above.

b) IECC C405.2.4 requires independent daylight responsive (photo-sensor) controls to be provided for luminaires within daylight zones. Please show daylighting zones in Clubroom C207 and the area open to the level below.

E14. Sheet EL111: Exit signage is required visible from both directions at the fire wall located at Grid T4. **(This repeats on levels above.)**

E15. Sheets EL118 – EL128: Other exit signage in the corridors and at the horizontal exit appear to be missing on this sheet.

E16. Sheet EL122: Please provide code compliant lighting controls in the mechanical and IDF rooms. Occupancy sensors are required per IECC 2021 for these spaces. There are no hazards or safety concerns in these spaces. (Electrical rooms can be omitted, apply throughout the buildings)

E17. Sheets EL120 & EL128: Please provide exit signage from the central corridor leading people in the paseo, and above the exit of the paseo, visible from the interior, near Grid 1.

E18. Sheets EL128: & EL130: A 2nd exit sign must be provided on the elevated walkway, at the door along Grid D.

E19. Sheet EL132 & EL134: The doors leading to Phase 1 must have an exit sign visible from the corridor in Phase II. **(Repeats on levels above.)**

ENERGY COMMENTS:

N1. Energy Model Report:

a) Please provide the complete energy model documentation as outlined in IECC C407.3.2.

b) Methodology must be updated per C407.2 which is an annual energy cost equal to 80% or less of the standard reference design.

c) Envelope:

i) Please clarify why the standard reference design would be steel-framed walls. Please revise to compare wood frame to wood frame.

ii) The proposed design indicates R-57 cavity insulation, with R-20 continuous insulation in the roof assembly. This is listed as "insulation above deck." Only a portion of the insulation is above deck. Please clarify.

(1) This building has (2) separate roof assemblies. Both include R-20 continuous insulation, but neither (RF-1 or RF-2) indicate R-57 in the cavity. Account for all of the RF-2 roof areas.

(a) The insulation value of RF-1 is not the combination of the continuous and batt insulation as suggested, if a 2" cavity exists as outlined in 09/A500B.

iii) Why are the various floor/ceiling assemblies where the building overhangs outside air not included in the model?

iv) Please account for the concrete slab edge separating Level 2 from Level 3 on Phase I in the model.

v) Please clarify why the standard reference design has 0.45 U-factor windows, as this is only standard for operable fenestration and the building has substantial amounts of fixed glazing.

(1) Clarify where the U-0.33 values for the proposed design come from as the window schedule does not include a U-factors. IECC C402.4.3

d) Mechanical:

i) Please clarify what "System 7" is in the heating and cooling equipment types. This is not clear.

N2. Mandatory Requirements:

A) Please note that the provisions of Table C407.2 apply to the building, regardless of submission of the energy model. The mandatory requirements listed appear to be from an older code, please update to the more current requirements.

B) Plan details do not show standard slab-edge insulation. This should be shown terminating at the top of the slab. For slab insulation to be counted in the design of the envelope, it must extend to the top of the slab-on-grade, as noted in IECC C402.2.4.1. It's unclear whether the standard reference design, or the proposed design accounts for the slab edge condition.

I) Podium slab edge condition at 3-hr. podium slab at 3rd floor. Account for in the energy compliance documents.

C) Please indicate on the plans the proposed method of complying with IECC C402.5.1.1 for air barrier construction. Please include notes addressing sealing of joints, transitions, seams, penetrations, etc.

i) For all buildings with dwelling units and sleeping units the code requires the thermal envelope to be tested in IECC C402.5.2. The leakage is limited to 0.30 cfm/SF. Please indicate the requirement for blower door testing on the plans.

II) For all commercial buildings, the building thermal envelope must be tested per ASMT E779 and other standards listed in IECC C402.5.3. The measured air leakage shall not exceed 0.40 cfm/SF at a test pressure of 0.3-inch water gauge.

D) Please provide heating and cooling load calculations for the sizing of the mechanical equipment in accordance with the requirements of IECC C403.1.1. This is also required per IMC 312. Please provide short load forms, including applicable R-values and U-factors used in the calculations. Ensure all values match the proposed envelope on the building plans and energy compliance documents.

I) If the software allows, please provide the general project data input sheets, and the building envelope report.

E) Please provide an Interior Lighting Compliance Certificate (i.e., COMchecks), in accordance with IECC C405.3, or otherwise justify compliance with C405.

F) Please clarify how system commissioning will be provided, in accordance with IECC C408.2. Please address the following:

I) IECC C408.2.1 requires a commissioning plan to be prepared by a licensed professional engineer. Please indicate this requirement on the plans and indicate who will be responsible for preparing this plan.

ii) Please provide notes outlining the functional testing requirement for all lighting controls as outlined in IECC C408.3. Indicate that this will be performed prior to passing the final inspection. This must include that hardware and software have been calibrated, adjusted and programmed in accordance with the construction documents and manufacturer's instructions.

STRUCTURAL COMMENTS:

S1. Geotechnical Report:

a) The report provided notes that the site soils are liquefiable to a depth of 35-feet and up to 4-inches of liquefaction-induced settlement could occur. The report recommends several options for remediation and Sheet S001 notes that aggregate piers will be installed to mitigate this. The proposed design for the aggregate pier mitigation will need to be provided for review. As the installation of these elements will occur at the outset of the project, this will not be allowed as a deferred submittal. Please address. [IBC 1803.5.12]

b) Sheet C1.02 calls for pavement sections consisting of 3-inch-thick asphalt over 8-inches of granular base. Page 22 of the geotechnical report recommends 3-inch-thick asphalt over either 20-inches of road base or 10-inches of road base plus 12-inches of granular borrow. Please coordinate.

S2. Please provide a completed copy of Vineyard's "Special Inspection Agreement" form for our review.

S3. Sheet S001:

a) While this sheet notes the required concrete compressive strengths for the particular structural members, Section 19.3.1.1 requires the design professional to also note on the plans the exposure categories associated with each member for durability purposes. Please address. [IBC 1904.1]

b) The concrete notes refer to the footing schedule for foundations requiring 5,000psi concrete and this compressive strength was considered in the calculations for many of the footings. The schedule provided does not appear to specify this. Please clarify.

c) While building shrinkage information is provided on this sheet, supporting calculations were not as required by IBC 2304.3.3. Please address.

d) This sheet lists the "Ground Improvement (Aggregate Piers)" as a deferred submittal; however, this will not be allowed as a deferred submission in accordance with IBC 107.3.4.1. Please provide the design for review once available.

S4. Sheet S002:

a) The special inspection information provided does not include any requirements for the aggregate pier soil improvement. As an example, if Geopier is to be used, the special inspection requirements of Section 4.3 in ICC ESR-1685 would need to be met. Please address.

b) This sheet notes that structural observations are to be provided. Please note on the plans that a final observation report will be provided to the building official per IBC 1704.6.

S5. Sheet S200:

a) The B8 wood beam, J2 wood joist, P5 wood post, and SC4 steel column are included in these schedules, but they were not called out on the plans. Please confirm that these members will not be needed.

b) The steel column schedule notes the base plate and number of anchor bolts, but the required anchor bolt embedment is not specified. This also could not be found in the detail sheets. Please clarify.

c) The details referenced in the wood post schedule do not appear to be correct. In addition, the plans call for P2A and P3A posts, but these are not included in the schedule. Please clarify.

S6. Sheets S201A-S201C:

a) Foundation Keynote #1 calls for ground improvement at the mat footing that allows for 6,000psf bearing capacity. From the calculations provided, when 6,000 psf bearing capacity was assumed the concrete compressive strength for the footings was also noted as 5,000psi. Please clarify whether this is the case for this mat footing.

b) Please revise the "Fire Rated Wall Legend" to clarify that the 3-hour walls are "fire walls" and not just separation walls. There is a distinct difference in the IBC. This comment applies to numerous other plan sheets as well.

S7. Sheets S202A-S205C: Please revise the Floor Framing Keynote 207 to clarify that this is a 3-hour "fire wall" and not a separation wall.

S8. Sheet S202C: Pages 670 through 729 of the concrete calculations provide the summary for the Level 3 podium slab however similar output was not provided for the Level 2 PT slab shown on this sheet. Please provide it so the design can be verified.

S9. Sheet S203C:

a) While supplemental mild reinforcing for the podium slab is shown on this sheet, the typical reinforcing is not. The reinforcing specified should conform to what is shown on pages 688 through 691 of the calculations. Please address.

b) In checking the stud rails specified at Grids C-T9, the plans (on sheet S307) call for ten stud rails having 22 studs per rail. Page 694 of the calculations calls for 34 studs per rail. This appears to occur at other locations as well. Please compare the stud rail requirements

provided on the plans and ensure that they meet the minimum requirements considered in the analysis.

c) Page 702 of the calculations calls for additional top reinforcing at the podium near the balcony at Grids D-T6; however, none is specified. Please address.

S10. Sheet S208C: No calculations were provided for the elevator high roof framing shown on this sheet. Please address.

S11. Sheet S209: Snow drift calculations were not provided. Please confirm that the snow drift loads shown on this sheet were considered in the analysis of the building(s).

S12. Sheet S301: This sheet includes requirements for perforated shear walls. The shear wall elevations provided call for CMST or CS straps above and below openings, so it appears these are intended to be "force-transfer" shear walls complying with AWC SDPWS. Section 4.3.5.3 of AWC SDPWS requires force-transfer shear walls to have collectors for the full length of the wall. Please clarify that blocking is to be provided to support the straps and provide the necessary collector elements.

S13. Sheet S302: This sheet includes requirements for an H4 ATS hold down, however an H4 could not be found called out on the plans. Please clarify if this hold down type will be used.

S14. Sheet S308:

a) Detail PT01 includes a note that requires PT tendon anchorages to be approved by ICBO. This is an outdated reference. Please ensure that ICC ES, IAPMO UES, or similar approvals are provided.

b) Detail PT02 refers to the general structural notes for concrete cover at fire rated slab areas. This could not be found in the general notes provided. The podium slab is required to have a 3-hour fire-resistance rating and Table 721.1(1), Item #4, notes that PT slabs shall have a minimum concrete cover of 2-incehs for unrestrained slabs and 1-inch for restrained slabs to meet this rating. IBC 703.2.1.3 notes that unrestrained should be considered unless satisfactory information is provided to substantiate a restrained classification. The calculations consider 1-inch top cover and 1.5-inches of bottom cover at the PT slabs. Please address.

S15. Sheet S401: Detail 13 calls for lateral ties at 12" o.c. however IBC 1810.3.9.4.2 notes that ties cannot be spaced further than one-half the diameter of the pier, or 9" o.c. This applies to detail 01/S402 as well. Please address.

S16. Sheets S502-S803: Please review the details at fire-rated wall assemblies carefully and update, as necessary. Keep in mind the following...

a) Many of the details call for a 6-inch gap (in some cases 4-inches) between the double firewalls. This gap is intended to accommodate the shaft liner wall assembly but also must provide a structural separation as required by Section 12.12.3 of ASCE 7-16 (see also Section 6.8 of NFPA 221). No calculation was provided showing what the required structural separation would be, and the architectural details provided do not appear to account for a structural separation in these walls. The architectural plans refer to UL Design

No. W454 which is a separation wall (i.e., fire barrier) and not a fire wall assembly. Please coordinate.

b) In many cases wood floor trusses are shown penetrating exterior walls. This is not allowed unless the floor framing has the same fire-resistance rating as the exterior wall in accordance with IBC 705.6.

c) In many cases wood floor trusses are shown penetrating firewalls. This does not comply with the vertical continuity limitations of IBC 706.6. Please address.

d) In many cases wood floor trusses are shown penetrating shaft walls. This does not meet the continuity provisions of IBC 707.5 for fire barriers. Please address.

e) While the exception in IBC 706.2 allows floor sheathing to continue across double fire walls, some of the details show sill plates traversing the gap between double fire walls (i.e., 13/S702). This is not allowed.

f) In many cases the details show exterior rated walls ending at the top plate and then roof trusses and parapet framing above not having the same fire-resistance-rating as the exterior wall. This does not comply with IBC 705.

g) In some cases, projections are shown extending beyond rated exterior walls, however the projection is not shown as being of rated construction. Please confirm that none of these projections occur with the minimum fire separation distance specified by IBC Table 705.2 or provide the required fire-resistance rating.

S17. A two-stage lateral analysis is being provided for the seven-story building. Please show that the period of the upper structure is less than or equal to 1.1 times the period of the entire structure as required by Section 12.2.3.2 of ASCE 7-16.

S18. The PT calcs were performed in reference to ACI 318-14 and the 2015 IBC. The ETABS concrete shear wall design was performed in reference to ACI 318-14. Several of the Enercalc foundation calculations were performed in reference to ACI 318-14 and the 2018 IBC. Please confirm that the design conforms to the 2021 IBC and the referenced standards listed in IBC Chapter 35 as currently adopted by the State of Utah.

S19. The RISA calculations provided include a tendon layout on the "Slab Summary Plan" for the Level 3 podium but one is not provided for the Level 2 PT slab. Please provide so the layout considered in the analysis can be compared to what is shown on sheet S202C.

S20. Page 712 of the PT calculations notes that strips 9C-1, 4C-1, 4C-2, 3C-4 and 3C-3 failed in the analysis. This also occurs on Page 718 of the calculations for strips 14C-5, 15C-5 and 13C-9 (see also page 724). Please clarify how this was addressed.

S21. Pages 720 and 726 of the RISA calculations show areas where top mild reinforcing failed in the analysis. The mild reinforcement in these areas was not clear on sheet S203C of the plans. Please clarify how this has been addressed.

S22. Pages 880, 931 and 935 of the concrete calculations consider a 12.5'x12.5' spot footing, page 886 considers a 15'x15' spot footing, and page 890 considers a 13'x13' spot footing (which failed). None of these footings were called out on the plans. Please clarify.

S23. Pages 927, 979, 983 and 987 of the calculations are for footings capable of supporting 864 kips. Other footing calculations also show column loads in excess of 500 kips. The geotechnical report notes that if column loads exceed 500 kips, they should be consulted to determine if additional geotechnical recommendations are needed. Please address.

S24. A calculation could not be found for the F10 and F11 footings called out on the plans and noted in the schedule on sheet S200. Please address.

[End]

COST PROPOSAL

Item Number	Item	Est. Annual Quantity Required	Avg. City Review Fee	Unit of Measure	Unit Price
Section 1 (4)					
#1-1	New Residential Buildings - New Construction (incl. initial review + 1 re-review) ENTER AS DECIMAL	50	2705	Percentage of Permit Fee	60.00%
#1-2	Residential Alterations & Additions (incl. initial review + 1 re-review) ENTER AS DECIMAL	25	475	Percentage of Permit Fee	65.00%
#1-3	New Commercial Buildings (incl. initial review + 1 re-review) ENTER AS DECIMAL	5	20775	Percentage of Permit Fee	50.00%
#1-4	Commercial Alterations & Additions (incl. initial review + 1 re-review) ENTER AS DECIMAL	30	836	Percentage of Permit Fee	65.00%

Item Number	Item	Quantity Required	Unit of Measure	Unit Price
No Basket (7)				
#0-1	Photovoltaic Permits, with and without Battery Storage (incl. initial review + 1 re-review)	5	Each	$280.00
#0-2	Decks (incl. initial review + 1 re-review)	5	Each	$280.00
#0-3	Underground Pools (incl. initial review + 1 re-review)	5	Each	$420.00
#0-4	Above Ground Pools (incl. initial review + 1 re-review)	1	Each	$280.00
#0-5	Sheds (incl. initial review + 1 re-review)	5	Each	$280.00
#0-6	Miscellaneous Permits, All Other Types (incl. initial review + 1 re-review)	5	Hour	$140.00
#0-7	Additional Reviews Beyond Re-Review, 3rd Review and Beyond	44	Hour	$140.00

27-01RFP - Third-Party Plan Review Services
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Experience & Qualifications of Firm / 50 pts	Project Understanding & Approach / 20 pts	Cost / 30 pts
Building Code Solutions	84.96	42.75	17.25	24.96
Shums Coda Associates, Inc.	84.95	44.25	18.25	22.45
TPI Building Code Consultants, Inc.	77.84	40.25	16.75	20.84
West Coast Code Consultants, Inc.	74.75	32.75	12	30
SAFEbuilt, LLC	74.66	38.5	15.25	20.91

Bureau Veritas North America, Inc.	73.8	41.25	14.5	18.05
Willdan Engineering	71.72	37	13	21.72
4LEAF, Inc	64.01	31.75	11.25	21.01
Brown & Associates Certified Inspection Services, Inc.	61.21	29.25	9.5	22.46
Stantec Consulting Services Inc.	59.14	24.75	9.25	25.14
Building Inspection Solutions	46.75	12	5.75	29

AB Background Information

- 27-01RFP was issued 07/20/2026 solicitating proposals for Third-Party Plan Review Services
- RFP Submittal deadline was 08/12/2026
- 576 Vendors were notified
- 50 Vendors reviewed the RFP
- 11 Responses were received:
    - 4LEAF, Inc
    - Brown & Associates Certified Inspection Services, Inc.
    - Building Code Solutions, Inc.
    - Building Inspection Solutions
    - Bureau Veritas North America, Inc.
    - SAFEbuilt, LLC
    - Shums Coda Associates, Inc.
    - Stantec Consulting Services Inc.
    - TPI Building Code Consultants, Inc.
    - West Coast Code Consultants, Inc.
    - Willdan Engineering
- All 11 proposals were evaluated by the Community Development department using the following criteria:
    - Experience & Qualifications of Firm: 50 Points
    - Project Understanding & Approach: 20 Points
    - Cost: 30 Points

After completing initial evaluation of all proposals received, staff conducted interviews with the top two ranked firms Shums Coda Associates and Building Code Solutions, Inc.. After completion of the evaluation process and interviews, staff is recommending award to Building Code Solutions, Inc. This vendor will be awarded a three-year contract with two optional one-year renewal terms under the same terms and pricing, not to exceed $850,000.

Thanks!

CITY COUNCIL AGENDA BILL

AB 3421
November 10, 2026
Consent Items

Agenda Item: 3k
Proposed Action & Subject: Approval of award for a Linking Agreement for the Ranger Station Park Improvements – Restroom Facilities (Project PR-03C) to Public Restroom Company (PRC) in the amount of $447,606.00.

Department	Public Works
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	N/A
Exhibits	A. Linking Agreement, Contract, Concept Design, Scope and Fee document for approval.

Finance Approval	JMC Reviewed 10/27/26		**Expenditure Required**	
City Attorney Approval	MKC 10/30/2026		$	447,606
			Amount Budgeted	
City Manager's Recommendation	Recommend approval BW for KP 11/3/2026		$	656,500
			Account No. Design/ Construction	22-5242-89-68AA Ranger Station Park Restroom Facilities, PR-03C

SUMMARY STATEMENT

The City Manager is recommending City Council approval of a Linking Agreement with Public Restroom Company (PRC) in the amount of $447,606 for the Ranger Station Park Improvements Project – Restroom Facilities (Project PR-03C). The scope of work for this project includes the design, manufacture, delivery and placement of a prefabricated restroom facility onto a prepared building pad and pre-stubbed utilities.

Background:

The City has completed the construction of the planned improvements to Ranger Station Park, except for the necessary public restroom facilities.

In 2024, the restroom facilities were designed as a site-built structure and bid out to five (5) contractors resulting in the low bid of $468,612. This was considered too expensive with the

directive to rebid the project in 2025. Nine (9) bids were received on January 22, 2025, ranging from $472,320 to $731,121. Following the second solicitation, staff continued evaluating alternative restroom designs and construction methods to identify an approach that would meet the City's operational, architectural, and budgetary objectives. Temporary restroom facilities have remained available for park visitors in the interim.

Proposed Restroom Facilities:

The contract before Council is for Public Restroom Company (PRC) to design, manufacture, deliver and place a prefabricated facility onto a prepared foundation and pre-stubbed utilities for a fee of $447,606.

The restroom facilities project was previously advertised for bids on two occasions, with the bids exceeding the City's expectations for construction costs. In addition to evaluating alternative construction methods, staff worked with Community Development to revise the restroom design and establish a consistent architectural and functional standard for public restroom facilities throughout the City, including parks and park-and-ride locations. The proposed prefabricated facility incorporates this standardized design and typically offers lower construction costs compared to traditional site-built construction.

Building Features:

- Three (3) private (gender neutral) stalls, two of which will be ADA accessible
- Concrete block walls with integral eight (8) inch floor slab
- Exterior with “El Dorado” stone wainscotting to a height of 32 inches and Cedarmill Board and Batten above
- Metal (tongue and groove stained) roof
- Colors approved by Community Development
- Vandal resistant stainless-steel fixtures
- Outdoor watering station including filtered drinking fountains, bottle filler and lower pet bowl
- Ventilation and dark sky compliant lighting
- Mechanical room with water heater, chase, custodial sink and supply storage

Project Area Outreach Efforts:

Staff received positive support for the addition of permanent restroom facilities in the park from adjacent hotels Los Abrigados and El Portal.

Schedule:

The duration for this project is estimated to be six (6) to nine (9) months. Upon award of the contract, PRC will finalize the design, obtain necessary permits, fabricate, deliver and place the restroom facility. Anticipated project completion is June 2027.

Procurement Method:

Several companies were interviewed, with the Public Restroom Company (PRC) selected due to their turnkey service of design, manufacture, fabrication, delivery and placement into pre-stubbed utilities. PRC is qualified through Sourcewell cooperative procurement, ensuring competitive pricing and compliance with procurement standards. A linking agreement,

contract, scope, concept design and fee document (included as Exhibit A) has been reviewed by City procurement and the City Attorney's Office and negotiated by the Public Works department.

Budget

The FY27 Ranger Station Park Improvements Project – Restroom Facilities project construction budget has $656,500 available. This amount will accommodate the $447,606 cost. Additional work for the site preparation and subsequent completion of concrete sidewalk necessary for ADA compliance leading to the restrooms is required and is estimated to be an additional $30,000, to be completed under a separate contract.

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

The restroom facility meets the Building and Energy goal of ensuring long-term access to clean energy while reducing the fiscal and environmental impacts of consumption by utilizing LED lighting and electric water heaters.

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative: Council could elect not to award this contract which would result in the continuation of renting "port-a-johns" for use by park visitors. To match the three-stall capacity required at this location this would cost an estimated $9,000 per year with no long-term benefit.

MOTION

I move to: approve the Linking Agreement with Public Restroom Company for the Ranger Station Park Improvements – Restroom Facilities (Project PR-03C) in an amount not to exceed $447,606, subject to final approval of the written agreement by the City Attorney's Office.

EXHIBIT A

LINKING AGREEMENT
THE CITY OF SEDONA

PR-11 RANGER PARK RESTROOM

THIS LINKING AGREEMENT ("Agreement") is entered into as of _____, ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City"), The Public Restroom Company, a Nevada corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On July 7, 2025, Sourcewell, entered into a contract with Contractor to purchase the goods and services described in Master Agreement #052725 – Restroom and Shower Facilities Solutions ("Cooperative Purchasing Agreement"), which is attached hereto as a weblink as **Exhibit A**. The Cooperative Purchasing Agreement remains in effect and explicitly permits its cooperative use by other governmental agencies including the City.

B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term/Termination.

   A. Term. The term of this Agreement is the period from the Effective Date of this Agreement until such time as the work in the Scope of Work is completed. 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 number of calendar days for completion set forth in Notice to Proceed and Contractor's proposal submitted under the Cooperative Purchasing Agreement (Exhibit A).

   B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.

   C. Termination for Cause. City may terminate this Agreement for cause, in accordance with Section 60 (Termination of Contract) of the General Conditions (Exhibit C), if

Contractor fails to cure any breach of this Agreement within ten (10) days after written notice from City specifying the breach, unless such violations cease and satisfactory arrangements for correction are made within that period. If the City terminates this Agreement for cause, the City may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the Performance Bond if applicable, or (3) a combination of the aforementioned remedies or other remedies as provided by law. If a termination for cause under this Section is later determined to have been without legal right, the termination shall be deemed to have been a termination for convenience under Section 1.B.

D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the CITY all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge be owed by City to Contractor in the event of termination.

E. Appropriation of Funds. 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.

F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

2. Scope of Work.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall control and govern to the extent necessary to remedy such inconsistency or conflict. Contractor further agrees to comply with the General Conditions attached hereto as **Exhibit C**, which are incorporated into and are an enforceable part of this Agreement.

C. Inspection; Acceptance. All work and Services performed by Contractor will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.

D. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in

Exhibit B.

E. Corrections. Contractor shall promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by Contractor, as applicable to the Scope of Work.

3. Compensation; Billing.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as Exhibit A and Scope of Work attached hereto as Exhibit B..

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **$447,606**.

C. Payment. Payment for all supplies and/or services performed under this Agreement shall be governed exclusively by the invoicing, progress payment, retainage, and payment withholding provisions set forth in the General Conditions (Exhibit C), consistent with Arizona Revised Statutes Title 34. Notwithstanding Section 2.B of this Agreement, in the event of any conflict between this Section and the General Conditions with respect to invoicing, payment timing, retainage, or withholding of payment, the General Conditions shall control.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement shall be made only by written Change Order issued and processed in accordance with Sections 48 through 50 (Change Orders for Changed or Extra Work; Procedure for Requesting Change Orders — Extra; Procedure for Requesting Change Orders — Extra Time) of the General Conditions (Exhibit C). If Contractor proceeds with any change or extra work without an approved Change Order, Contractor shall be deemed to have waived any claims of unjust enrichment, quantum meruit, or implied contract for such work.

5. Indemnification. To the fullest extent permitted by law, Contractor will indemnify, defend, and hold harmless 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"), in accordance with, and to the extent required by, the indemnification and defense provisions set forth in the General Conditions (Exhibit C), Section 40 (Indemnification) and Section 41 (Defense). In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by Contractor for the City, as further provided in the General Conditions. The insurance coverage requirements set forth in Section 6 of this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, insurance coverages meeting or exceeding the requirements set forth in the General Conditions (Exhibit C), Section 8 (Insurance), or greater coverages as may be required by the Cooperative Purchasing Agreement. The Contractor shall submit certificate(s) of insurance from the Contractor's insurance carrier(s) and any applicable endorsements to the City contact identified in Section 14 of this Agreement for review and

approval by the City, consistent with the certificate and notice requirements of the General Conditions. Failure on the part of the Contractor to procure or maintain the insurance coverages, conditions, and minimum limits required by the General Conditions shall constitute a Material Breach of this Agreement upon which the City may immediately terminate this Agreement.

7. Licenses and Permits. Contractor and any subcontractors will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor shall additionally obtain, at its own expense, all licenses and permits required under Section 16 of the General Conditions (Exhibit C), including any permits required from the City of Sedona prior to the start of construction. Costs associated with obtaining any such license or permit are not waived by City.

8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona. Venue, jurisdiction, and the availability of arbitration for any dispute arising out of or relating to this Agreement shall be governed exclusively by Section 64 (Severability Clause, Dispute Resolution, Applicable Law) of the General Conditions (Exhibit C). To the extent any dispute is resolved through litigation rather than arbitration under the General Conditions, both parties waive any right to a jury trial and consent to a trial to the court.

10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is the employee of City for any purpose.

11. Non-discrimination. Contractor, its agents, employees, contractors 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. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/ subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A; ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsutant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. 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.

14. Notices. Any notice or communication between Contractor and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: Roxanne Holland, Director of Public Works
102 Roadrunner Drive
Sedona, AZ 86336

Via email: RHolland@SedonaAZ.gov

CONTRACTOR: The Public Restroom Company
Attn: Mike Earle
2587 Business Parkway
Minden, NV 89423

Via email: mike@PublicRestroomCompany.com

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

16. Dispute Resolution. If any party to this Agreement materially breaches its terms, the non-breaching party may exercise any and all remedies available under Arizona law and Sections 63 and 64 (City's Remedies Cumulative and Nonwaiver; Severability Clause, Dispute Resolution, Applicable Law) of the General Conditions (Exhibit C), including, without limitation, bringing a lawsuit for monetary damages or specific performance, or pursuing arbitration as provided in Section 64 of the General Conditions. The prevailing party in the resolution of any dispute arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, as provided in Section 64 of the General Conditions. No right or remedy conferred upon the City by this Agreement shall be considered exclusive of any other remedy, and all such remedies shall be cumulative, as provided in Section 63 of the General Conditions. Notwithstanding Section 2.B of this Agreement, in the event of any conflict between this Agreement and the General Conditions regarding venue, jurisdiction, dispute resolution, or attorney's fees, the General Conditions shall control.

17. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, 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 agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney 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.

18. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

19. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor 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.

20. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.

21. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

22. Modification of General Conditions — Liquidated Damages. Section 62 (Liquidated Damages) of the General Conditions (Exhibit C) is hereby amended as follows: the reference to "the sum per calendar day, as stipulated in the Advertisement for Bids" is stricken and replaced with the following: "the sum of $430 per calendar day, as determined in accordance with Section 108.9 of the Maricopa Association of Governments ("MAG") Uniform Standard Specifications for Public Works Construction based on the Total Purchase Price identified in Section 3.B of this Agreement." All other provisions of Section 62 of the General Conditions, including the nature of such damages as liquidated and not a penalty, shall remain in full force and effect.

23. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF SEDONA, ARIZONA

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Monique Coady, Interim City Attorney

THE PUBLIC RESTROOM COMPANY

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

EXHIBIT A
Cooperative Purchasing Agreement

Public Restroom Company: Contract 052725-PRM | Sourcewell
(https://www.sourcewell-mn.gov/cooperative-purchasing/052725-PRM)

EXHIBIT B
Scope of Work

PUBLIC RESTROOM COMPANY

Building Better Places To Go.℠

Price Proposal: **Ranger Station Park - Option A**
Owner: **City of Sedona, AZ**
Date: **October 2, 2026**
Reference: **11629-9/17/2026-0**
Sourcewell: **Contract # 052725-PRM**

Our Offer to Sell:

1. **Total Cost of Building Fabrication, Delivery, Offset and Installation $ 447,606**

2. **Prefabricated Building delivered to site and offset $ 418,506**
   Public Restroom Company (PRC) herein bids to furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

3. **Installation: Installation of the Building above $ 29,100 with retention allowed.**
   Public Restroom Company also includes in this two-part quotation our installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the plumbing tree in place, provide the water test for inspection before backfilling, and then place the adjacent coarse sand that Owner/Contractor provided alongside the building pad and screed it level for final building placement. PRC will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

4. **Owner/General Contractor Final Tie in of Utilities and other site work:**
   a. The Owner/Contractor is responsible for making all **final plumbing connections** at the POC location approximately 4’-6’ outside of the building footprint.
   b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the POC location approximately 4-6’ outside of the building footprint.
   c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to the POC locations provided by the GC between 4’-6’ outside of the building footprint.

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 4'-6' outside the building's subgrade.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings. Determination of subgrade type is outside of Public Restroom Company's scope. Pad/Footing specifications are to be provided by the Owner/General Contractor based on site-specific requirements as determined by the Local Authority Having Jurisdiction (AHJ) and soil conditions. Final subgrade design must meet or exceed the minimum design criteria provided for reference by Public Restroom Company.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size required is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. PRC cost is based upon the provided crane being able to get within 35' of the building's center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization daily until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before PRC will continue delivery.***

Public Restroom Company will set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the POC location approximately 4'-6' outside of the building footprint.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the POC location approximately 4'-6' outside of the building footprint.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, PRC will provide a certified plan set, calculations, and a factory inspection report from an approved third party for all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When PRC proprietary designed and fabricated material are part of the project, PRC supplies the manufacturing centers with these proprietary components. The in-plant construction process is then scheduled to coordinate with your delivery date through our operations division field staff.

Special Payment and Progress Billing Terms:
Invoicing shall commence on or up to the end of the month following execution of the order and/or acceptance of the proposal or contract. The initial invoice shall be issued upon commencement of design and engineering activities, including architectural plan development. Upon commencement of fabrication, progress invoices shall be issued monthly based on factory percentage of completion, supported by factory inspections and photographic documentation.

1. **Payment Terms**
   All invoices issued by Public Restroom Company are due **Net Thirty (30) calendar days** from the invoice date unless otherwise expressly agreed to in writing.
2. **Condition Precedent to Production and Delivery**
   PRC's obligation to continue fabrication, release materials, schedule delivery, or deliver the modular building is expressly conditioned upon timely payment of all undisputed invoices in accordance with the agreed payment terms.
3. **Production Suspension for Non-Payment**
   In the event any undisputed invoice remains unpaid beyond the Net 30 payment term, PRC reserves the right, upon written notice, to suspend production, fabrication, procurement, and scheduling activities until payment is brought current. Any suspension caused by late payment shall result in a corresponding extension of schedule, and PRC shall not be responsible for delays or impacts arising from such suspension.
4. **Delivery Contingent Upon Payment**
   PRC shall not be required to release the modular building for shipment until all invoices related to fabrication, materials, engineering, and manufacturing have been paid in full. Invoices associated solely with on-site installation services may remain outstanding until such services are performed.
5. **Costs of Suspension and Restart**
   Any costs incurred by PRC because of payment-related suspension, demobilization, remobilization, storage, or rescheduling shall be the responsibility of the Owner/General Contractor and may be invoiced accordingly.
6. **No Waiver**
   Acceptance of late or partial payment shall not constitute a waiver of PRC's right to enforce these payment terms on current or future invoices.

PRC reserves the right to require payment assurances, including advance payment or modified billing terms, if payment performance becomes unsatisfactory.

Specification Confirmation and Change Policy:
The Public Restroom Company's pricing and schedule are based on the specifications, drawings, and performance criteria reviewed and approved at the time of contract execution. Once final specifications are confirmed and approved by the Owner or General Contractor, they are considered frozen for fabrication and procurement purposes. Any modification to materials, finishes, fixtures, equipment, or performance standards requested after contract execution including revisions to approved submittals, specification sections, or performance requirements shall constitute a Change in Scope.
Such changes will require a written Change Order and may result in adjustments to contract price, lead time, and delivery schedule.
The Public Restroom Company will not proceed with any change to approved specifications without written authorization from the contracting agency. Any delay in providing written authorization shall extend the delivery schedule accordingly.

Revisions to City/Owner Specifications Post-Contract:
If, after award, the Owner or its representatives issue revised specification sections, alternates, or addenda that alter PRC's approved design, the cost of compliance shall be borne by the Owner through an approved Change Order.
PRC shall have no obligation to incorporate such revisions unless mutually agreed in writing.

Delivery and Installation:

Site Inspection:
Our highly trained field crew, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. PRC will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 4'-6' from the exterior of the building.

Installation of Utilities under the Prefabricated Building:
Off-site, PRC fabricates underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches, and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

PRC provides all the building's under slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to between 4'-6' outside of the building footprint and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:
After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 4'-6' from building locations.

Electrical:
PRC provides the electrical conduit to the POC 4'-6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:
PRC provides the POC between 4'- 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:
Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
Public Restroom Company ("PRC") anticipates that its scope of work will be completed within approximately ten (10) months (300 calendar days) from execution of the contract, if submittals, regulatory reviews, site readiness, and Owner/Contractor decisions proceed without undue delay. **The anticipated project sequence and milestone durations are further described in Exhibit D – Executive Project Roadmap.**

This duration includes engineering coordination, fabrication, inspections, and delivery of the modular building. Any delays caused by changes in scope, delayed submittal reviews, regulatory agency approvals, site conditions, utility readiness, or other factors beyond PRC's control shall entitle PRC to a corresponding extension of time**.**

Project Schedule:
Within fourteen (14) calendar days of execution of the contract, Public Restroom Company ("PRC") shall provide a detailed project milestone schedule identifying key activities and anticipated durations for review and coordination. The milestone schedule shall be used as a planning and coordination tool and shall be subject to adjustment based on regulatory approvals, site readiness, Owner/Contractor coordination, and other factors beyond PRC's control.

The following exclusions and clarifications are project-specific applications of, and are in addition to, the exclusions set forth in Exhibit B – PRC Standard Exclusions. Nothing herein shall be construed to limit, waive, or modify any exclusion contained in Exhibit B. In the event of any inconsistency, Exhibit B shall govern.

Exclusions/Exceptions:

1. **Any required termite treatment beneath or around the building footprint, including associated warranties, shall be procured and provided by others.**
2. **Proposal includes only the door hardware specifically listed herein.**
   Any additional locking devices, access control components, electrified hardware, wiring, programming, or code-required modifications shall be treated as a change order.
3. **No pricing has been included for exterior sink fixtures or associated installation.**
   Any exterior sink requirements identified during project review, construction, or inspection shall be treated as additional work and addressed through a written change order.
4. **Proposal is based on standard exhaust fans only.**
   Any Specialty exhaust fan requirements are excluded.
5. **Site Access & Delivery Constraints.**
   Access issues for delivery of the building requiring a clear, unobstructed path of travel from an improved roadway to the final installation pad or foundation are excluded from PRC's scope. Limitations including, but not limited to, trees, inaccessible roadways, overhead power lines within crane swing or lift zones, grade changes limiting trailer clearance (minimum 4"), berms, uneven grades, sidewalks, or other site improvements are not within PRC's scope. Where buildings cannot be immediately set due to access or site readiness, off-site storage or relocation to a crane yard and subsequent re-delivery shall be by Change Order at prevailing local rates.
6. **Weather-Related Delivery Impacts.**
   Weather-related site conditions that prevent safe delivery or installation may require diversion to an off-site location. All associated costs and schedule impacts shall be borne by the Owner/General Contractor and handled by Change Order. Weather risk decisions made by others are not PRC's responsibility.
7. **Sidewalks and Hardscape.**
   Sidewalks, flatwork, or hardscape outside the building footprint are excluded.
8. **Trench Plates and Ground Protection.**
   Trench plates, matting, or other protection for soils, sidewalks, utilities, or improvements are by Owner/General Contractor. Any damage to site improvements during installation is the responsibility of Owner/General Contractor.
9. **Spoils and Debris Removal.**
   Removal or disposal of soil, sand, spoils, or debris resulting from trenching or site installation is excluded.
10. **Survey and Pad Construction.**
    Surveying, layout, building corner verification, finish floor elevation, excavation, and construction of subgrade building pads or footings (if required) per PRC plans are excluded.
11. **Soils and Bearing Capacity.**
    Soils not capable of supporting a minimum bearing capacity of 1,500 PSF at 90% maximum dry density must be corrected by Owner/General Contractor prior to placement. In the absence of a geotechnical report, Owner/General Contractor shall verify soil capacity or provide an engineered foundation system.

12. **Water Pressure & Flow Conditions.**
    Improper water pressure (not within 45-60 PSI), undersized meters, or insufficient flow requiring internal diaphragm tanks or pressure regulation shall be handled by Change Order. Water service chlorination post-installation is by Owner/General Contractor.
13. **Crane Radius Assumptions.**
    Crane pricing is based on a maximum 35-foot radius measured from crane center pin to the furthest module roof center point. Increased radius requiring larger equipment shall be by Change Order.
14. **Permits, Bonds, and Inspections.**
    Bonds, building permits, site surveys, special inspections, final utility connections, and minor debris removal are excluded and by Owner/General Contractor. Plumbing leaks occurring due to unavailable site water at installation are excluded.
15. **Traffic Control.**
    Site traffic control, flagging, or roadway coordination is excluded.
16. **Work by Others.**
    Any equipment installation, site work, testing, or inspections not expressly included in PRC's proposal are excluded.
17. **Backflow Certification.**
    Backflow testing and certification, if required, are excluded.
18. **Fire Suppression Systems.**
    Fire suppression systems of any type are excluded.
19. **Electrical Utility Equipment.**
    Transformers, disconnects, service equipment, and utility-side electrical infrastructure are excluded.
20. **Vapor Barriers and Insulation.**
    Under-slab vapor barriers and insulation, if required, are by Owner/General Contractor.
21. **Gutters and Downspouts.**
    Gutters, downspouts, roof drainage systems, and all related accessories are excluded from PRC's scope of work.
22. **Christy Boxes and Below-Grade Enclosures.**
    Christy boxes, pull boxes, and below-grade electrical or plumbing enclosures are excluded. PRC utility connections terminate at points of connection within six (6) feet of the building, above finished grade, per approved shop drawings.
23. **Licensed Plumber Requirements.**
    If a jurisdiction requires a licensed plumber to perform any portion of PRC's scope, such services are excluded. Any licensed plumbing services shall be provided by Owner/General Contractor and added only by written, mutually executed Change Order.

Standard Scope Inclusions & Exclusions

This proposal is expressly conditioned upon and incorporates by reference the following exhibits, which are attached hereto and made part of this proposal:

Exhibit A – PRC Standard Inclusions
Exhibit B – PRC Standard Exclusions

The Standard Inclusions define the work, materials, services, and responsibilities provided by Public Restroom Company ("PRC").

The Standard Bid Exclusions identify work, materials, services, permits, fees, and responsibilities expressly excluded from PRC's scope unless specifically included in writing within this proposal or an approved change order.

In the event of any conflict between this proposal, drawings, specifications, or other contract documents, Exhibits A and B shall govern.

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to Protect the Building Before Acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, PRC maintains a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides insurance to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit per modular unit. This exceeds the cost of any single building offered for sale herein.

Errors and Omissions Insurance:
Our firm utilizes the services of licensed architects, engineers, and drafting professionals to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since PRC is the designer, PRC carries Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates provided after receipt of a purchase order.

WARRANTY:
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5-year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one-year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.
The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer and Acceptance:
This proposal shall remain valid for acceptance for a period of ninety (90) calendar days from the date of issuance, or, if submitted as part of a public bid, for the duration specified in the Owner's bid documents. Acceptance of this proposal shall occur only upon written authorization to proceed, including approval of PRC's post-bid preliminary notice to begin drawings, and shall remain subject to final Owner/General Contractor approval of PRC's submittals and receipt of a fully executed contract or purchase order expressly incorporating this proposal.

PRC shall have no obligation to commence work or reserve production capacity until such acceptance conditions have been satisfied.

Price Validity:
Pricing is valid for twelve (12) months from the date of contract execution. If fabrication does not commence within that period due to delays outside the manufacturer's control, the contract price shall be adjusted to reflect current labor, material, and freight costs.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per

diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Storage Fees:
Upon completion of fabrication, Public Restroom Company must receive a confirmed delivery and installation date scheduled to occur within ninety (90) calendar days of the fabrication completion date. If delivery and installation are scheduled to occur more than ninety (90) days after fabrication completion, storage fees shall apply beginning on the ninety-first (91st) day. Storage fees shall be assessed at a rate of Five Hundred Dollars ($500.00) per module per thirty (30) days, prorated daily at Sixteen Dollars and Sixty-Seven Cents ($16.67) per module per day, until delivery occurs.

Storage fees shall apply regardless of cause, including but not limited to site readiness, permitting delays, weather, or scheduling constraints beyond PRC's control.

Project Abandonment:
If delivery is delayed more than one year after building completion due solely to Owner/Client action or inaction, PRC may, upon written notice, deem the building abandoned unless a mutually acceptable delivery schedule is confirmed.
In the event of abandonment, PRC may reallocate or resell the building to mitigate damages. Any resale shall not relieve Owner/Client of financial obligations incurred under the Agreement.

Termination:
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____
Charles E. Kaufman IV, President

This proposal constitutes a conditional acceptance of the preliminary purchase order for the building, subject to the review and acceptance of the submittals furnished by Public Restroom Company. Upon written acceptance of the preliminary submittals, this proposal, together with the accepted submittals, shall constitute the final and binding purchase agreement between the parties. At the Owner's or General Contractor's discretion, a final purchase order or formal contract may be substituted, provided such document expressly incorporates this proposal and its terms without modification.

Accepted by:

_____	_____
Authorized Signature	**Date Signed**
_____	_____
Printed Name	**Legal Entity Name and Address**

Exhibit A – PRC Standard Inclusions

The following inclusions define the standard scope provided by Public Restroom Company ("PRC") for factory-built modular restroom and concession buildings. These inclusions apply unless otherwise modified in PRC's written proposal.

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1. MODULAR BUILDING FABRICATION (FACTORY SCOPE)
PRC includes the full off-site fabrication of the modular building(s), including:
1.1 Structural building shell, roof system, wall assemblies, and floor system
1.2 Interior finishes, partitions, doors, frames, and hardware
1.3 Factory-installed plumbing, electrical, mechanical, and ventilation systems
1.4 Factory installation of all PRC-supplied fixtures and restroom accessories
1.5 Factory-applied coatings, sealants, water barriers, and graffiti-resistant finishes per PRC standards
1.6 Quality control inspections required by state modular programs
1.7 Modular insignia and state approval labeling (HCD or equivalent)

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2. SUBMITTALS & DOCUMENTATION
PRC includes preparation and submission of:
2.1 Modular building shop drawings and factory plans required for modular approval
2.2 Standard product data sheets, fixture cut sheets, and finish schedules
2.3 Color selection sheets (PRC standard colors unless otherwise stated)
2.4 Warranty documentation for PRC-provided materials and equipment
2.5 As-built modular drawings upon completion of fabrication (only if required)
PRC's submittals apply only to **factory-built components**.

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3. MEP SYSTEMS (FACTORY INSTALLATION)
PRC includes:
3.1 Complete factory plumbing installation within building footprint
3.2 Electrical wiring, panels, breakers, devices, and exterior/interior lighting
3.3 HVAC equipment or ventilation systems as specified and installed in factory
3.4 Water heater, mixing valves, flush valves, and other PRC-supplied fixtures
3.5 Conduit stub-outs at designated exit points for site connection
3.6 Factory pressure testing and system quality checks

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4. BUILDING DELIVERY
PRC includes:
4.1 Transportation of modular building from factory to project site
4.2 Standard delivery scheduling and coordination
4.3 On-truck inspection prior to offloading
4.4 Escort or oversize permitting within PRC's typical operating region
Special transportation requirements may be handled by change order.

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5. BUILDING SET & INSTALLATION (LIMITED SCOPE)
PRC includes limited on-site services necessary to set the modular unit(s):
5.1 On-site PRC supervisor or set crew to guide building placement
5.2 Bolting/anchoring the building to the GC-provided foundation or pad
5.3 Connection of factory building systems to GC-provided utility stub-outs within 4-6 feet of building perimeter
5.4 On-site finish touch-ups immediately surrounding crane-set activities
5.5 Leveling, alignment, and final adjustment of building sections (if applicable)
Crane and rigging services are included only if specifically stated in the proposal.

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6. CLEANING & CLOSEOUT
PRC includes:
6.1 Factory-quality interior and exterior cleaning prior to shipment
6.2 Basic on-site cleaning after installation directly related to PRC work
6.3 Delivery of O&M manuals for PRC-installed equipment
6.4 Punchlist completion for PRC scope only

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7. WARRANTY
PRC includes:
7.1 PRC standard limited warranty for modular building structure and components
7.2 Manufacturer warranties for PRC-supplied fixtures and equipment
7.3 Warranty start date consistent with substantial completion of PRC's scope or delivery/set, as contractually defined
Warranty does not cover damages caused by others, vandalism, misuse, or site utility issues.

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8. PROJECT SUPPORT & COORDINATION
PRC includes:
8.1 Participation in virtual coordination meetings as needed
8.2 Reasonable clarifications to the design team regarding PRC scope
8.3 Attendance at on-site set day activities
8.4 Coordination with GC on foundation, utilities, and delivery readiness (informational)

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9. CODE & REGULATORY COMPLIANCE (FACTORY SCOPE)
PRC includes:
9.1 Compliance with state modular building code (e.g., HCD in California)
9.2 Factory inspections required by the modular program
9.3 ADA compliance within the modular building (PRC-provided components)
9.4 Compliance with health department requirements only if specified and included in proposal

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Exhibit B – PRC Standard Exclusions

The following exclusions apply to Public Restroom Company's (PRC) bid proposal unless specifically included in writing. These exclusions ensure clarity of scope and align responsibilities consistent with modular manufacturing practices and state modular building regulations.

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1. SITE WORK & CIVIL EXCLUSIONS

PRC's bid **excludes** all site-related work, including but not limited to:

1.1 Excavation, grading, trenching, shoring, dewatering, or compaction
1.2 Concrete foundations, slabs, piers, pedestals, anchor bolts, reinforcing steel
1.3 Utility trenching, conduits, underground piping, or utility relocations
1.4 Backfill, base rock, soil stabilization, or remediation
1.5 Asphalt paving, sidewalks, hardscape, curb & gutter, or landscaping
1.6 Erosion control, dust control, and SWPPP implementation
1.7 Site access improvements, temporary roads, mats, or surface protection

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2. UTILITIES & SITE CONNECTIONS

PRC excludes:

2.1 Installation, modification, or extension of sewer, water, electrical, gas, storm drain, or communication utilities beyond **5 feet** of the building connection point
2.2 Utility verification, investigation, video inspection, or leak testing
2.3 Procurement or payment of plumbing, mechanical, or electrical **permits** (unless specifically included)
2.4 Cathodic protection or grounding grid systems outside PRC's building footprint

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3. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

PRC excludes:

3.1 Environmental monitoring, biological monitoring, or cultural resource survey
3.2 Hazmat testing, abatement, removal, or soil remediation
3.3 Archaeological watching services or Native American monitoring
3.4 Noise, vibration, air quality, or geotechnical testing
3.5 Spill prevention planning (SPCC), stormwater reports, or environmental compliance documentation

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4. TESTING, COMMISSIONING & FIELD SERVICES

PRC excludes:

4.1 Testing, Adjusting, and Balancing (TAB)
4.2 Commissioning, functional performance testing, or third-party certifications
4.3 Building automation system integration, controls programming, or networking
4.4 On-site start-up of HVAC, electrical, lighting controls, or plumbing systems beyond factory testing
4.5 Pressure testing of site-installed utilities
4.6 Owner training, maintenance videos, or extended O&M services

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5. SPECIAL INSPECTIONS, PERMITS & FEES

PRC excludes:

5.1 Local building permits for on-site work.

5.2 Plan check fees, impact fees, utility connection fees, school fees, traffic fees

5.3 Special inspections outside the factory approval process (e.g., concrete, masonry, welding, soils)

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6. GENERAL CONDITIONS & JOBSITE RESPONSIBILITIES

PRC excludes:

6.1 On-site project management, superintendent, or daily attendance

6.2 Temporary power, water, toilets, fencing, lighting, storage, staging, security, and waste disposal

6.3 Jobsite safety enforcement or OSHA compliance for work by others

6.4 Scheduling of other subcontractors or coordination of site trades

6.5 Protection of building before the site is ready for delivery and set

6.6 Traffic control, flagging, or road closure permits

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7. MATERIAL & FIXTURE EXCLUSIONS

PRC excludes:

7.1 Owner-furnished or GC-furnished items not listed in PRC's proposal

7.2 Substituted products or alternates not pre-approved

7.3 Additional coatings, graffiti systems, or finishes beyond PRC standard

7.4 Any changes to fixtures or accessories after contract execution without a written change order

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8. DESIGN, ENGINEERING & DOCUMENTATION

PRC excludes:

8.1 Civil, structural (for site structures), mechanical, electrical, or landscape engineering of site-built work

8.2 Architectural design beyond factory modular drawings

8.3 3D modeling, BIM coordination, or clash detection

8.4 Foundation design, grading plans, or drainage studies

8.5 Submittals related to non-PRC scope (site utilities, foundations, etc.)

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9. DELIVERY & INSTALLATION LIMITATIONS

PRC excludes:

9.1 Transportation permits outside PRC's standard delivery

9.2 Offloading delays caused by site readiness, weather, or access restrictions

9.3 Storage or laydown area preparation

9.4 Set crew standby charges unless explicitly included

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10. WARRANTY & POST-INSTALLATION SERVICES

PRC excludes:

10.1 Warranty extensions or owner-specified warranty formats

10.2 On-site warranty repair trips caused by site utility issues, vandalism, misuse, or environmental exposure

10.3 Consumables such as lamps, filters, batteries, soap, or paper goods

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11. REGULATORY & CODE COMPLIANCE LIMITATIONS

PRC excludes:

11.1 Local jurisdiction plan review of site-built components

11.2 Adult Changing Station provisions unless explicitly included

11.3 Permitting or inspection of work outside PRC's building footprint

11.4 Local licensed plumber or electrician unless specifically contracted

11.5 Christy boxes, junction boxes, pull boxes, meter pedestals, or site-based electrical gear

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12. CHANGE MANAGEMENT

All changes to the specifications, drawings, or materials requested after contract execution shall be handled through a written, approved Change Order and may affect cost and schedule.

PROJECT INFO

PROJECT NAME	Ranger Station Park Option A
CITY / STATE / ZIP	Sedona, AZ, 86336
PROJECT #	#11629
DATE	09-25-2026
BUILDING MODEL #	SS-333-DF-BF-PF
BUILDING SIZE	12'0" x 28'8"
ADDRESS	250 Brewer Rd

BUILDING TYPE

LVR Wood framed walls above cap beam, plank & beam roof

ROOMS

Restrooms Mechanical Room

FLOOR FINISHES

RESTROOMS	Polymer Coating w/ skid resistance & chips
MECHANICAL ROOM	Polymer Coating w/ skid resistance & chips
FOOTINGS – TIE DOWNS	Yes

WALL SYSTEM

WALL HEIGHT	7'4
BLOCK SIZE	4", 8"
BLOCK CONFIG 1	Precision · All rows · Colors: Gray
CAP BEAM	Steel Tube
NOTES	Provide 8" CMU walls at ACC #1 and Restroom #3 to accommodate plumbing requirements. All remaining building walls shall be 4" CMU.

EXTERIOR FINISHES

BELOW CAP 1	El Dorado Stone	HEIGHT: To 32" AFF
BELOW CAP 2	Board & Batt Siding (Cedarmill)	HEIGHT: Above wainscot to cap beam
ABOVE CAP	Board & Batt Siding (Cedarmill)	
ALCOVE	Stucco Applied Finish · Back & side walls	

INTERIOR FINISHES

RESTROOMS (BELOW CAP)	Block Filler & Paint
RESTROOMS (ABOVE CAP)	Painted FRC Textured Pattern
MECHANICAL ROOM (BELOW CAP)	Block Filler & Paint
MECHANICAL ROOM (ABOVE CAP)	Painted OSB

ROOF SYSTEM

STYLE	Shed

PITCH	2/12
MATERIALS	24 ga SSM Metal Sales, Vertical Seam, Stand and Seam Roof
SOFFITS	T&G Stained
CEILING	Restrooms: T&G Stained
	Mechanical Room: T&G Stained
FASCIA	5/4 x 8 FRC – Painted
VENTS	SS Wire Mesh

DOORS & LOCKS

ITEM	DESCRIPTION	LOCATION
Hollow Metal Doors	14 GA galvanized, continuous hinge	All
Lever	Schlage ND Series — Temporary large format core (std) – w/ occ indicator	Restrooms
Lever	Schlage ND Series — Temporary large format core (std)	Mechanical Room

HARDWARE & WINDOWS

ITEM	DESCRIPTION	LOCATION
Door Closer	LCN 4040XP	Restroom
Door Sweeps	NGP Door Sweep 200NA36	All rooms
Threshold	Fluted Saddle Mill Finish Alum 4" Wide #270A36	All rooms
Crash Chain	Ives Crash Chain #CS11526D20 US26D Crash Stop	Mechanical

RR ACCESSORIES

ITEM	DESCRIPTION
Signage	Door/Wall Signs
Grab Bars	Grab Bars – Standard ADA
Aluminum Louvers	Louver Sunvent Industries Model #157
TP Holders	3-Roll TP Holders – Royce Rolls TP-3
Baby Changing Station	Sova Aura Horizontal Model #25HS0206
Adult Changing Station	Sova Ascent (70" long model) SS #80HS0106
Hand Dryer	Dyson Airblade V Low Voltage 120V Model #HU02
Utility Hook	Bobrick B-670-PRC
Soap Dispenser – PRC Tank	PRC Proprietary Tank
Thru Wall Valve	ASI #0353
Mirror	Bobrick B-1556 2436 – SS 24"×36"

FIXTURES

ITEM	DESCRIPTION
SS Toilet	Acorn #1675-W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
SS Urinal	Acorn #1709 HEU-W-1-0.125-FVBO-316SS

SS Lav	Acorn #1652FALRB-1-DMS-03-M-316SS – Front Connect

DRINKING FOUNTAINS, BOTTLE FILLERS & PET FOUNTAIN

ITEM	DESCRIPTION
Drinking Fountain	A151 FG Series, Type 316 SS, Wall Mount Drinking Fountain, Model #A151400S-FG-316SS
Bottle Filler	Murdock Bottle Filler, 316 Stainless Steel, 0.7 GPM, Model #BF20S-316
Chiller	Model # A9100080-A-SRC, with shelf, 8 Gallons Pr/Hr
Pet Fountain	Murdock GRT74-PF Satin Stainless

FLUSHOMETERS & LAV FAUCETS

ITEM	DESCRIPTION
Toilet Flush Valve	Zurn WC Flush Valve 1.28 GPM #Z6143AV-HET-8L-BG (Lever)
Urinal Flush Valve	Zurn Urinal 0.125 GPM #Z6195AV-ULF-7L-BG (Lever)
Lav Faucet	Chicago #333-E2805-765PSHAB – Tempered Single Hole
Tempered Water	Thermostatic Mixing Valve

FLOOR DRAINS

ITEM	DESCRIPTION
Floor Drain	Zurn #Z451-2ZN-IP2-5B-P13 (1/2") – With Trap Primer

SINKS, MOPS & CONCESSION PLUMBING

ITEM	DESCRIPTION
Mop Sink – Floor Mount	Mustee #63M 24"x24"x10" – White
Mop Rack	ProFlo PF245 Mop Hanger
Mop Faucet – Exposed Wall	American Standard Exposed Wall-Mount Utility Faucet #8344.212

WATER HEATERS

ITEM	DESCRIPTION
Water Heater	AO Smith DEL-30
Tempered Water to Lavs	Thermostatic Mixing Valve – Acorn Model #ST70-12
Recirculation Pump	Grundfos UP-10-16APMBU/LC

WATER LINE, VALVES & BLADDER TANKS

ITEM	DESCRIPTION
Water Line	Copper (Std)
Valve Combo	Valve Combo with PRV – Double Check Valve LF007M2 – QT 1 ½" (PRC #K1569.9) or LF007M1 – QTFZK 2" (PRC #1579.9)
Bladder Tank	ProFlo PFXT5 / Amtrol 2 Gal – No Electric Required

HOSE BIBBS

ITEM	DESCRIPTION
Hose Bibb – Interior	Acorn #8121-LF – In the Chase
Hose Bibb – Exterior	Jay R Smith 5509QT-R-150 – Lockable

Hose Reel & Hose	Hose Reel with 5/8"x75' Garden Hose
NOTES	Per the bid plans, please insulate the pipes like we do in CO projects.

ELECTRICAL PANEL

ITEM	DESCRIPTION
Electrical Panel	100 Amp – Single Phase – 120/240V – 20 circuits – Plug On (QOD)

LIGHT FIXTURES

ITEM	DESCRIPTION
Interior Lighting Control	Light Fixture Integrated OCC
Interior (Restrooms)	Luminaire Swoop Series SWP1212-OP-BRZ-OCC – 15W
Exterior Lighting Control	Astronomic 7-Day/365 Day 1-Circuit Electronic Control Model #ET2805C
Exterior	AEL 12 3000K Light
Mechanical Room	Green AL-41L (Small Chase) Waterproof – 15W

RECEPTACLES, SWITCHES, HEATERS, FANS & HVAC

ITEM	DESCRIPTION	LOCATION
Interior GFCI	GFCI Receptacle	Chase
Tamper Resistant GFCI	GFCI Tamper Resistant Receptacle	RR's
Switch – By Pass	By-Pass Switch	RR/Exterior Lights
Switch – OCC Sensor	Switch with Occupancy Sensor	Chase
Fan	Broan Model # L100MG 120 VAC with 8" Round Duct Connector #1106466	RR
Emergency Light	Lithonia ELM2L LED 2-Head	Chase

NOTES: AEL Lights need to be Amber.







FLOOR PLAN

SCALE: NOT TO SCALE

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A

PARK RANGER STATION

SEDONA, ARIZONA

RESTROOM BUILDING

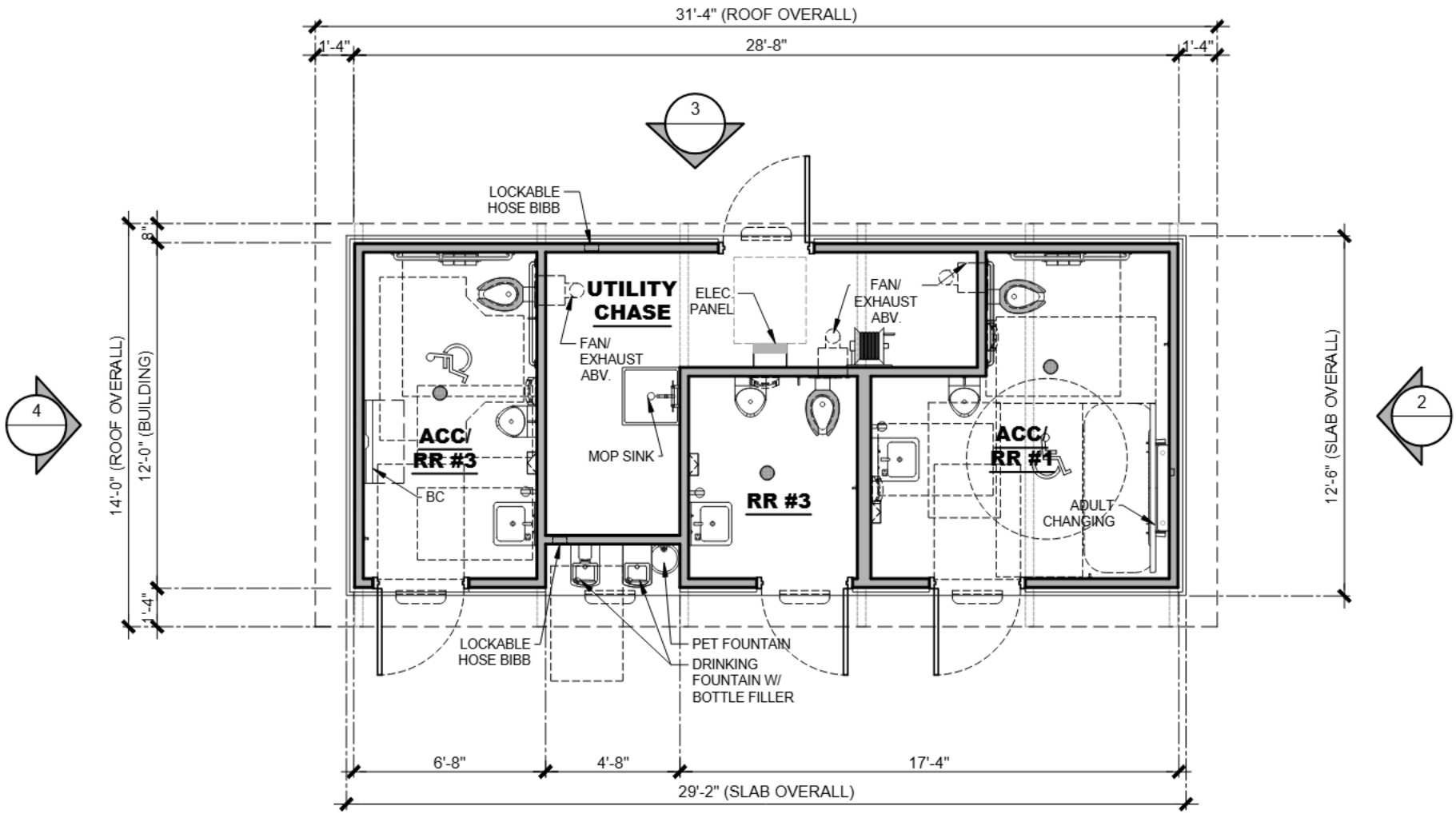
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1 **FLOOR PLAN**
SCALE:3/16"=1'-0"

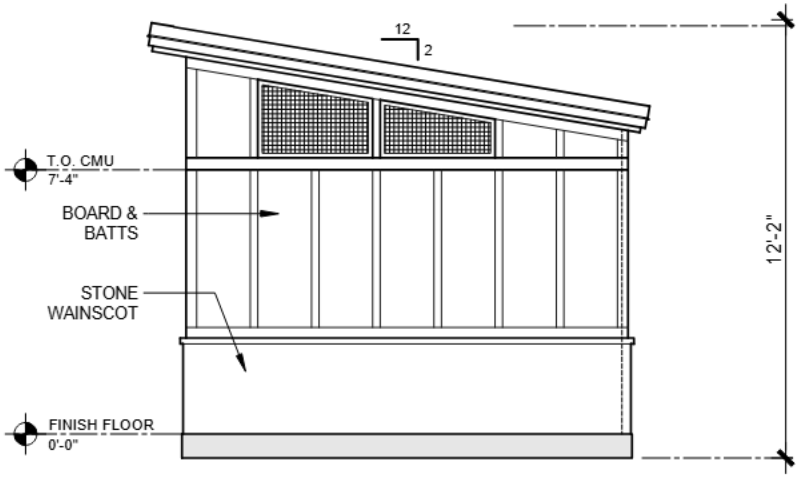
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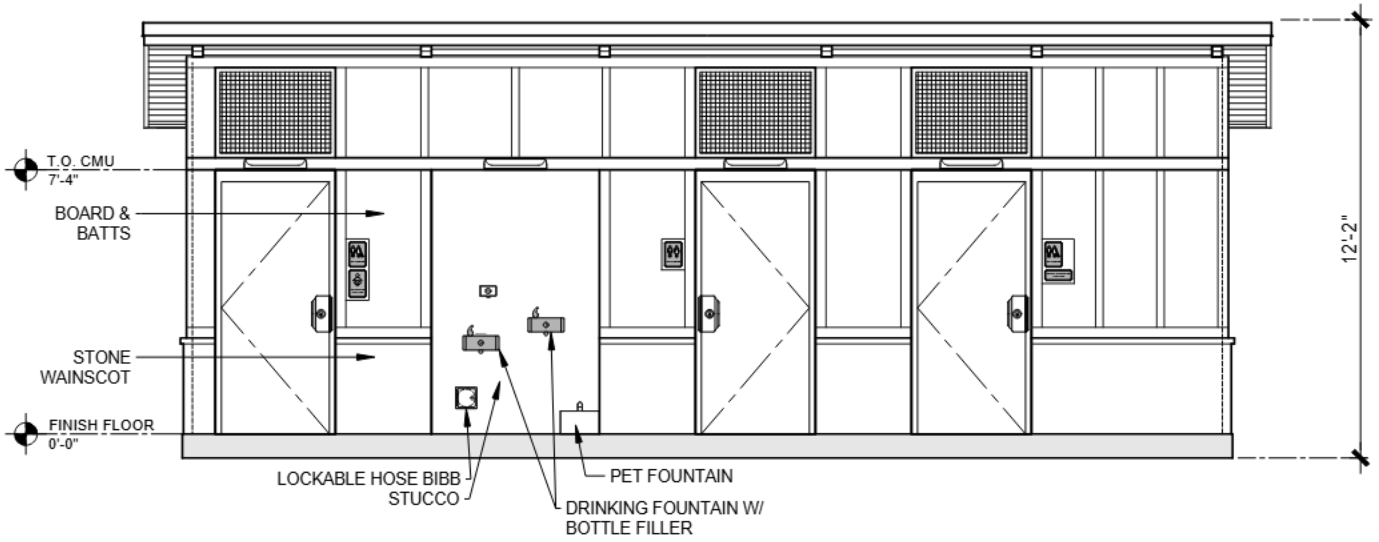
BUILDING TYPE: **RESTROOM BUILDING - OPTION A**	REVISION # **-**	REVISION DATE: **9/17/2026**	SHEET# **A-1**
		DRAWN BY: EOR	
PROJECT: **RANGER STATION PARK SEDONA, AZ**	PROJECT #: **11629**	START DATE: **6/13/2023**	MAX. PERSON / HOUR: **135 S**
		DRAWN BY: EOR	

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ELEVATION 2

SCALE: 3/16"=1'-0"



ELEVATION 1

SCALE: 3/16"=1'-0"

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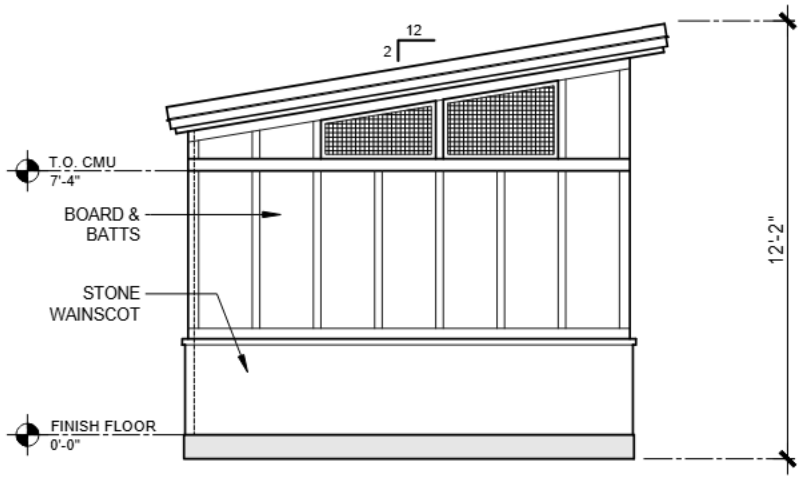
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BUILDING TYPE: **RESTROOM BUILDING - OPTION A**	REVISION # **-**	REVISION DATE: **9/17/2026**	SHEET# **A-2**
		DRAWN BY: EOR	
PROJECT: **RANGER STATION PARK SEDONA, AZ**	PROJECT #: **11629**	START DATE: **6/13/2023**	MAX. PERSON / HOUR: **135 S**
		DRAWN BY: EOR	

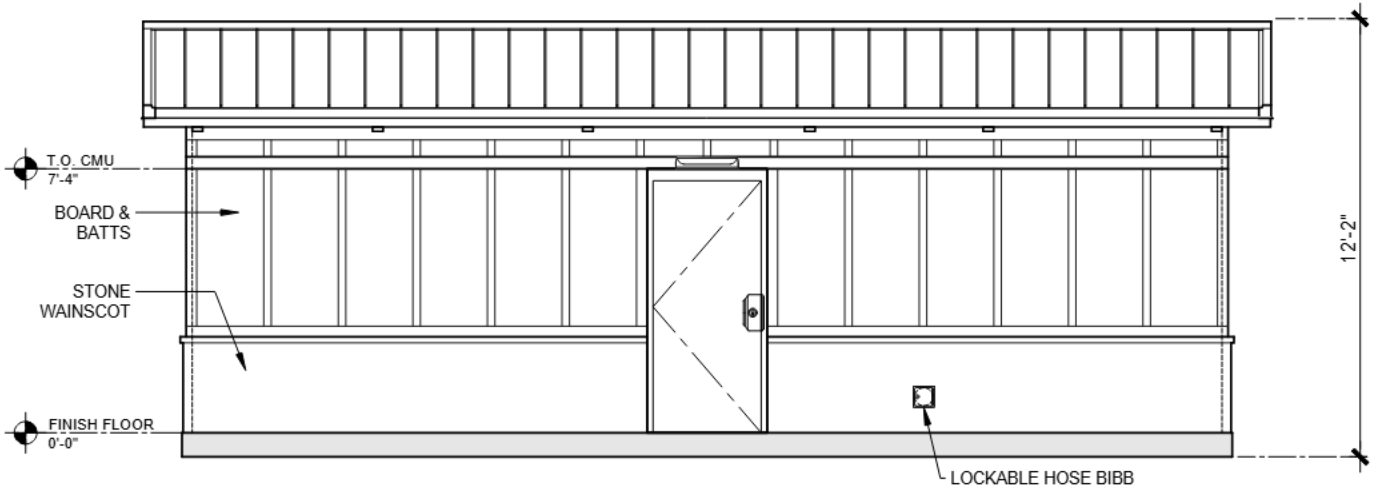
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ELEVATION 4

SCALE: 3/16"=1'-0"



ELEVATION 3

SCALE: 3/16"=1'-0"

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BUILDING TYPE: **RESTROOM BUILDING - OPTION A**

PROJECT: **RANGER STATION PARK**
SEDONA, AZ

REVISION #	REVISION DATE: 9/17/2026	SHEET#
-	DRAWN BY: EOR	A-3
PROJECT #: 11629	START DATE: 6/13/2023	MAX. PERSON / HOUR: 135 S
	DRAWN BY: EOR	

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EXHIBIT D - EXECUTIVE PROJECT ROADMAP

Understanding the Journey from Contract to Delivery

Typical Project Duration: Approximately 10 Months to Factory Complete

Every PRC building is custom designed, engineered, manufactured, and delivered specifically for the project. The roadmap below illustrates the typical sequence and planning durations through Factory Complete status.

Sequential Project Roadmap

Project Phase	Duration	Schedule Visualization (Contract Executed → Factory Complete ★)
1. Project Audit & Kickoff	**1-2 Weeks**	1-2 wks
2. Design & Customer Submittals	**4-6 Weeks**	4-6 wks
3. Construction Drawings	**2-4 Weeks**	2-4 wks
4. Engineering Review	**4-6 Weeks**	4-6 wks
5. State Review & Approval	**4-8 Weeks**	4-8 wks
6. Manufacturing & Fabrication	**12-18 Weeks**	12-18 wks

PRC activity Third-party / agency review ★ Major milestone

Key Milestones

Contract Executed → **Approved Submittals** → **Engineered Plans** → **State Approved** → **Factory Complete** → **Delivered & Installed**

Major Schedule Drivers

Customer review durations • Engineering review durations • Regulatory approvals • Manufacturing queue • Site readiness activities

Shared Project Responsibilities

PRC Responsibilities	Customer Responsibilities
• Project Audit	• Site Permitting
• Design Development	• Utility Coordination
• Construction Drawings	• Foundation Construction
• Engineering Coordination	• Site Preparation
• Manufacturing	• Delivery Access
• Delivery Planning	• Final Utility Connections

Successful projects occur when site work progresses concurrently with building design, engineering, and manufacturing activities.

Customer Response Expectations

Activity	Recommended Response
Design Reviews	5 Business Days
Material Selections	5 Business Days
Submittal Approvals	5 Business Days
RFI Responses	5 Business Days
Delivery Coordination	3 Business Days

To maintain schedule continuity, PRC recommends that review comments be consolidated into a single response whenever possible.

Understanding Factory Complete and Final Delivery

FACTORY COMPLETE

- ✓ Manufacturing Complete
- ✓ Quality Control Complete
- ✓ Final Inspection Complete
- ✓ Ready for Shipment

DELIVERED & INSTALLED

- ✓ Transported
- ✓ Crane Placement
- ✓ Installation Activities Complete
- ✓ Ready for Final Utility Connections

Delivery Scheduling Occurs Upon Confirmation Of:

Foundation completion • Utility readiness • Site accessibility • Required permits • Installation resource availability • Transportation logistics

Delivery Readiness Checklist

- ■ Foundation Complete
- ■ Utilities Installed
- ■ Site Accessible
- ■ Crane Access Verified
- ■ Required Permits Obtained
- ■ Site Contractor Ready
- ■ Delivery Date Coordinated

Why Delivery Dates May Vary

- • Site readiness
- • Utility completion
- • Foundation completion
- • Installation scheduling
- • Crane availability
- • Transportation logistics
- • Weather conditions

Important Project Note

PRC's typical project duration is approximately ten (10) months from contract execution to Factory Complete status. Actual delivery and installation dates are dependent upon site readiness, utility completion, installation scheduling, transportation logistics, weather conditions, and other project-specific factors.

EXHIBIT C
General Conditions

General Conditions
2026

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GENERAL CONDITIONS

1. CONTENTS

The following Contract Provisions are general in scope and may refer to conditions, which will not be encountered in the performance of the work, included in this Contract and which are not applicable thereto. Any requirements, provisions, or other stipulation of these General Conditions, which pertain to a non-applicable condition, shall be excluded from the scope of the Contract. Where conflict appears, "Special Conditions" shall take precedence over "General Conditions". Full compensation for compliance with these General Conditions shall be considered as included in the total and various bid items of the contract and the contract time.

2. DEFINITIONS AND TERMS

When the Contract indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the specifications, plans, or other Contract Documents, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS

AAN American Association of Nurserymen
AAR Association of American Railroads
AASHTO American Association of State Highway and Transportation Officials ACI
American Concrete Institute
ADOT Arizona Department of Transportation
AGC Associated General Contractors of America AI
Asphalt Institute
AIA American Institute of Architects
AISC American Institute of Steel Construction AISI
American Iron and Steel Institute
AITC American Institute of Timber Construction ANSI
American National Standards Institute, Inc. ARA
American Railway Association
AREA American Railway Engineering Association
ARTBA American Road and Transportation Builders Association ASCE
American Society of Civil Engineers
ASLA American Society of Landscape Architects ASME
American Society of Mechanical Engineers ASTM
American Society for Testing and Materials ATSSA
American Traffic Safety Services Association A WG
American Wire Gauge
AWPA American Wood Preservers' Association

AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute EIA
	Electric Industries Association
FHWA	Federal Highway Administration, Department of Transportation FSS
	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers IES
	Illuminating Engineering Society
IMSA	International Municipal Signal Association IPCEA
	Insulated Power Cable Engineers Association ITE
	Institute of Transportation Engineers
MAG	Maricopa Association of Governments MIL
	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association NIST
	National Institute of Standards and Technology NSF
	National Sanitation Foundation (NSF)
SAE	Society of Automotive Engineers UL
	Underwriters Laboratories, Inc.

ADVERTISEMENT - A public announcement inviting proposals for work to be performed or materials to be furnished.

AWARD - The acceptance by the City of a proposal.

BASIS OF PAYMENT - The terms under which "work" is paid, as a designated pay item in accordance with the quantity measured and the pay unit.

BIDDER - Any individual, partnership, joint venture, firm or corporation submitting a proposal for the advertised work, acting directly or through a duly authorized representative.

CALENDAR DAY - Each and every day shown on the calendar, beginning, and ending at midnight.

CERTIFIED INVOICE - An invoice from a supplier which has been reliably endorsed by the Contractor guaranteeing that the material was purchased and received for the project and establishing the value of the material.

CLAIM - A written demand or request for additional compensation or additional time submitted to the Engineer that:

A. Contains the words "This is a claim…", within its Subject line or the first paragraph
B. Cites the contractual basis for the demand or request
C. Relates the Contractual basis cited to factual events occurring or that have occurred within the project.

COMPLETION DATE - The date on which the contract work is specified to be completed.

CONTRACT ITEM (PAY ITEM) - A specifically named unit of work for which a price is provided in the Contract. The description, whether general or detailed, the content of the named unit of work shall be as per the project plans and specifications.

CONTRACT CHANGE ORDER - A written order issued to the Contractor by the City covering extra work, additions or alterations to the plans and specifications, and establishing the basis of payment and time adjustment for the work affected by the changes. The Contract Change Order is the only method authorized for changing the Contract.

CONTRACT DOCUMENTS - The following comprise the Contract Documents: Advertisement for Bids, Information for and Instructions to Bidders, Bid Proposal and Bid Guarantee Bond, Construction Contract, Change Orders, Addenda, Performance Bond, Labor and Material Payment Bond, Special Conditions, General Conditions, Technical Specifications, Notice of Award, Notice to Proceed, Drawings, Plans, Standard Specifications and Certificate of insurability. All of these documents together constitute the **CONTRACT.**

CONTRACT TIME - The number of calendar days allowed for the entire completion of the Contract, including authorized time extensions and work required to be complete after substantial completion. Where a calendar date of completion is specified, the Contract shall be completed on or before that date.

CONTRACTOR - Party contracting directly with the City to furnish and perform all work and services in accordance with the Contract Documents.

COUNTY - The County in which the work is to be done.

DAY - Unless otherwise defined shall mean "calendar" day.

ENGINEER - The City Engineer; or his designated representative.

EXTRA WORK - Work not provided for in the Contract as awarded but determined by the City to be essential to the satisfactory completion of the Contract within its intended scope.

FINAL ACCEPTANCE - The acknowledgment by the City that the project or the work has been completed in accordance with the Contract Documents and provides the date at which the warranty or guarantee period begins.

INSPECTOR - A person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

MAY - Used to refer to permissive actions.

METHOD OF MEASUREMENT - The manner in which a pay item is measured to conform with the pay unit.

NOTICE OF CLAIM - A written notification submitted to the Engineer that a demand

or request for additional compensation or additional time may be made. The notification shall

1. Contain the words "notification of a potential claim" within its Subject line or the first paragraph
2. Describe the occurrence which is the reason that the Notice of Claim is being presented

NOTICE TO PROCEED - Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time. Start of Construction, as defined below, may start at a later date.

PLANS - The drawings and pictures depicting the location and special orientation of the work to be done.

PROJECT - The work to be completed pursuant to this contract.

PROPOSAL - A standard form plus information supplied by the City, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the Contractor's offer to perform all work required as set forth in the Contract Documents for the amount of money stated in the Bid.

PROPOSAL FORM - The documents furnished by the City on which the offer of a bidder is submitted.

PROPOSAL GUARANTY - The security furnished with a proposal to Guaranty that the bidder will enter into the Contract if the proposal is accepted.

RIGHT OF WAY - A general term denoting land, property, or interest therein, acquired for or devoted to the construction of an improvement.

SALVABLE MATERIAL - Material that can be saved or salvaged. Unless otherwise designated or directed by the City or shown on the plans, all salvable material shall become the property of the Contractor.

SAMPLES - Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship, or finishes, and to establish standards by which the work will be judged.

SHALL - Refers to mandatory actions by either the Contractor or the City.

SHOP DRAWINGS - Drawings, diagrams, illustrations, certificates, test reports, schedules, performance charts, brochures, shop layouts, fabrication layouts, assembly layouts, foundation layouts, wiring and piping layouts, specifications and descriptive literature required by the Contract Documents which the Contractor is required to submit for approval.

START OF CONSTRUCTION – The date in which the Contractor begins physical work at the project site. Restrictions on start of construction are provided in the General Conditions and may be specified in the Special Conditions.

SUBCONTRACTOR - Party supplying labor and/or material for work at the site of the project for, and under separate contract or agreement with, the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the City and any subcontractor.

SUBSTANTIAL COMPLETION - The date when the work is sufficiently completed so it may be safely, conveniently, and beneficially utilized by the City for all of the purposes for which it was intended. Reduced liquidated damages are chargeable for a project or portions thereof which have separately specified damages, if there are items of work remaining to be performed relative to such work once full substantial completion status has been attained. In such cases the amount of liquidated damages due shall be twenty-five percent (25%) of the unreduced liquidated damage amount stated in the contract.

SUPERINTENDENT - The Contractor's authorized representative in charge of the work.

WORK - The furnishing of all labor, materials, equipment, and all other incidentals necessary to the successful and acceptable completion of all obligations as described in the Contract Documents, and the carrying out of all of the duties and obligations imposed by the Contract.

3. CONTRACTOR'S UNDERSTANDING

A. It is understood and mutually agreed that by submitting a proposal, the Contractor acknowledges that he has carefully examined all documents pertaining to the work, the locations, accessibility, and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the work under the Contract. It is further mutually agreed that by submitting a proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility and correctness of the Contract Documents for the construction of the work and that he accepts all the terms, conditions, and stipulations contained therein; and that he is prepared to work in peace and harmony with other Contractors performing work on the site.

B. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.

C. The Contractor understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The Contractor's bid amount for this project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate bid item or not.

4. DEFECTIVE WORK

A. A City Representative, designated by the City Engineer, shall give written notice of the noncompliance to the Contractor, when, and as often as the City Representative determines through his inspection that procedures, material, equipment, or workmanship incorporated in the Project does not meet the requirements of the Contract. Within five (5) working days from the receipt of such notice, the Contractor shall undertake the work necessary to correct such deficiencies, and to bring the work into compliance with the Contract Documents. Should the Contractor not agree with the City Representative's determination, and as a condition precedent to any request for either additional compensation or time extension, or both, resulting from the City Representative's determination, the Contractor shall within three (3) working days provide a Notice of Claim to the Engineer that he may claim additional compensation, time or both, and detailed explanation of the Contractor's position. The Contractor shall document the costs associated with the corrective work with daily records and cost data and shall furnish such information to the Inspector daily. Receipt of cost data shall not be construed to be an acceptance of the corrective work, or an authorization for a Change Order to cover the corrective work. Failure by the Contractor to provide the specified written notice of an intention to make a claim shall be sufficient basis to reject any related claim subsequently submitted.

B. Prior to initial acceptance of the Project, the City may, at its option, retain work, which is not in compliance with the Contract if the City determines that such defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable. The City also may retain defective work, if in the opinion of the Inspector, and with concurrence of the City Engineer, removal of such work is impractical or will create conditions, which are dangerous or undesirable. Just and reasonable value, for such defective work, shall be judged, by the Engineer and appropriate deductions shall be made in the payments due, or to become due to the Contractor. Initial acceptance shall not act as a waiver of the City's right to recover from the Contractor an amount representing the deduction for retention of defective work.

5. NOTICE AND SERVICE THEREOF

Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the City relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted to the Contractor at the address given in the Contractor's proposal, or at the last business address known to the City, or delivered in person to the Contractor or his authorized representative on the site or transmitted electronically by facsimile or electronic mail using phone numbers and addresses last provided by the Contractor. It is mutually agreed that such notice shall be sufficient and adequate. The Contractor shall provide the City, upon written request, facsimile phone numbers and electronic mail addresses, in writing.

6. MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to one or more patents, brand names, or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other materials or

equipment, of equal capacities, quality and function may be considered. The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified which he considers would be in the City's interest to accept. After the Award of the Contract, the City will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or Subcontractors.

Substitutions

The Contractor's offer of substitution shall be made in writing to the Engineer and shall include sufficient data to enable the Engineer to assess the acceptability of the material or equipment for the particular application and requirements. If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall include drawings and details showing such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Within thirty
(30) calendar days after the receipt of the offer of substitution, the Engineer will review the material submitted by the Contractor and notify the Contractor if approved for use or objections, if any, to the proposed substitution or if further information is required. Upon notification by the Engineer, the Contractor shall either provide the approved material or equipment, which complies with project specifications, or furnish requested additional information. While the Engineer might not take any objections to the proposed substitution and may approve the same, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the Contractor's offer of substitution and the Contract Documents shall be modified by a Change Order.

When the specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless other methods are authorized by the Engineer. If the contractor desires to use a method or type of equipment other than those specified, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with the Contract Documents. If material or equipment is specified by only one patent or proprietary name, or by the name of only one manufacturer, it is for the purpose of standardization, or because the City knows of no equal. If standardization is the reason for using one name to specify any material or equipment, the specifications will so state, and substitutions will not be considered. In other cases, the Contractor may offer substitutions in the same manner as requesting a Change Order for products he considers being equal to those specified.

7. CONTRACT BONDS AND GUARANTEES

A. The Contractor shall provide two surety bonds on the forms provided, each in an amount equal to 100% of the contract price. One shall serve as security for the faithful performance of the work and the other as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The

bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Arizona. Such bonds shall remain in force throughout the period required to complete the work and thereafter for a period of 365 calendar days after final acceptance of the work, plus 365 calendar days following the repair of any work pursuant to the guarantees herein made. The surety's liability on the bonds shall not exceed the underwriting limitations for the respective surety specified in Circular 570, published by the United States Department of the Treasury.

B. Should any surety or sureties be deemed unsatisfactory at any time by the City, notice will be given to the Contractor to that effect and he shall forthwith substitute a new surety or sureties satisfactory to the City. No further payment shall be deemed due or will be made under this Contract until the new surety shall qualify and be accepted by the City.

C. The Contractor guarantees to the City that all materials and equipment furnished under this Contract will be new and of good and sufficient quality, free from faults and defects as is necessary to complete the project as required by the Plans and Specifications.

8. INSURANCE

A. The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A- VII as minimum and approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the City.

B. All required insurance herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and finally accepted - failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

C. The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it.

D. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

E. The policies shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, officers, officials and employees for any claims arising out of the Contractor's work or service.

F. The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

G. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

H. The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, officers, officials, and employees as additional insured.

I. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the City or be construed as relieving the Contractor or his Subcontractors of responsibility for direct physical loss, damage or destruction occurring prior to final acceptance.

J. Any insured loss under the policies of insurance required by this Agreement shall be adjusted with the City and made payable to City for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph K of this Article of these General Conditions. City shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the moneys so received shall be applied on account thereof, and the work and the cost thereof shall be covered by an appropriate Change Order.

K. City shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within ten (10) working days after the occurrence of loss to City's exercise of this power. If such objection were made, City shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, City shall upon the occurrence of an insured loss, give bond for the proper performance of these duties.

L. If City finds it necessary to occupy or use a portion or portions of the work prior to substantial completion of all of the work, such use or occupancy may be accomplished as provided in these General Conditions, provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

M. REQUIRED COVERAGE

The Contractor shall obtain for itself and provide the City with Certificates of Insurance indicating the scope and extent of coverage as set forth below. Required coverage's may be modified by an amendment to the Contract Documents.

1. GENERAL LIABILITY

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $3,000,000 for each occurrence with a $3,000,000 Products and Completed Operations Aggregate and $3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093, or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG2010l185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract, the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $3,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability Insurance.

2. AUTOMOBILE LIABILITY

   Contractor shall maintain Commercial Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence and $2,000,000 for more than one person and property damage in the sum of not less than $1,000,000 resulting from any one accident which may arise from the operation, actions or omissions of the Contractor or any Subcontractor in the performance of the project, and with respect to the Contractor's owned, hired, and non- owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

3. WORKERS' COMPENSATION

   The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

The Contractor shall furnish the City with a Certificate of Waiver of Subrogation under the terms of the Workmen's Compensation insurance. The Contractor shall defend, protect, and save harmless the City from and against all claims, suits, and actions arising from failure of the Contractor or the Subcontractor to maintain such insurance.

4. BUILDERS' RISK (PROPERTY) INSURANCE

The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. The insurance shall cover work performed under the Contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, mischief, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke or any other casualty, including but not limited to earthquakes, tornadoes or other cataclysmic events, until the date of initial acceptance of the work. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other " soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

The maximum deductible allowable under this policy shall be $5,000. The policies providing this insurance shall name the City, its agents and attorneys, the City Engineer, and the Design Engineer as additional insured as their respective interests shall appear.

5. BLASTING INSURANCE:
   If the Contractor determines that the performance of the project will require use of explosives, the public liability and property damage insurance shall specifically cover all liability arising out of the Contractor's acquisition, storage and use of explosives. If work requiring use of explosives is not discovered until after the commencement of the work, upon discovery, the Contractor shall immediately procure blasting insurance as required by this paragraph. The Contractor shall not undertake any blasting without submission to the City of a Certificate of Insurance covering all liability due to blasting regardless of amount. Any delays incurred by the Contractor in procuring blasting insurance shall not be grounds for an extension of time for completion of the project, nor for any additions to the contract price.

6. OTHER INSURANCE:
   The Contractor shall carry and maintain all other insurance including Flood Insurance as may be required by Federal, State, County and City laws or ordinances. The Contractor may be required to, at the discretion of the City, maintain additional fire and extended coverage with an endorsement for vandalism and malicious mischief in his name and also in the name of the City in an amount of not less than $100,000.00.

   The Contractor may utilize up to $2,000,000 in excess liability coverage to meet the above-required limits for insurance. Any deductibles shall be declared and the City may require deposits be made to it up the amount of such deduction, at its sole discretion.

7. CERTIFICATES OF INSURANCE
   Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Contract are in full force and effect.

   All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A $25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title. Each of the Certificates of Insurance shall contain a clause substantially in the following words:

It is hereby understood and agreed that if this policy is canceled, a written notice of such cancellation shall be mailed to the City of Sedona within ten
(10) working days.

Such insurance coverage obtained by the Contractor other than Workmen's Compensation Coverage, shall name the City, the City Engineer, the Design Engineer, and their directors, officers, principals, agents, attorneys, and employees as Additionally Insured.

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

All certificates of insurance and endorsements required to be purchased by Contractor pursuant to this Article shall be filed with the City. Certificates shall be acceptable to City. If a policy does expire during the life of the Agreement, a renewal certificate of the required coverage must be sent to the City not less than five days prior to expiration date.

Each certificate of insurance shall include the job site and project number. Coverage shown on certificate of insurance must coincide with the requirements in the text of the Contract Documents.

9. SCHEDULE OF CONSTRUCTION

A. The Contractor shall submit to the City within five (5) days after award of Contract, or as may be otherwise requested by the City, a schedule showing the order in which the Contractor proposes to carry on the work and at a rate sufficient to successfully construct all of the Work set forth in the Contract Documents within the Contract Period. Such schedule shall show the dates at which the Contractor will start and complete the several parts of the Work. The schedule shall identify the following items if applicable:

1. Potholing.
2. Mobilization.
3. Roadway work to be broken down at a minimum, on a street by street basis.
4. Pipeline work to be broken down on a manhole to manhole basis and individual pump station construction or abandonment.
5. Site prep.
6. Drainage improvements prep and construction.
7. Ramp prep, construction, and finish.
8. Sidewalk prep, construction, and finish.
9. Bridge prep, abutment construction, bridge construction, bridge placement, and finish.
10. Traffic control.
11. Demobilization
12. SWPPP.
13. Other items as applicable and/or listed in the bid schedule.

The schedule shall also show the order of construction and delivery dates at which the Contractor will start and complete the several other parts of the Work, the order

of construction and delivery dates of critical materials and equipment along with monthly payment estimates, dates for submittal of working drawings and shop drawing to the Engineer for review, and the name of the project superintendent. The City shall be notified in writing of changes in the project superintendent. The schedule shall be subject to review and comment by the City as per MAG specifications 108.4. The schedule shall be binding on the Contractor and shall be complied with by the Contractor unless, for good cause shown, a modification of the schedule shall be requested in writing to and approved by the City. The schedule shall also:

1. Be updated with each progress billing.
2. Include a detailed two week look ahead, indicate work requiring inspection, and be updated at each progress meeting.
3. Show work tasks progress in time periods of seven days or less unless otherwise approved by the Engineer.
4. Identify the critical path(s) for the work and task float.
5. Identify tasks corresponding to bid item descriptions when possible. Less comprehensive task designations may be used to comply with 2 above.
6. Conform to any time and location constraints identified in permits and the contract documents.
7. Span the current contract date to the end of the contract time.
8. Be submitted in an electronic format compatible with Microsoft Project Standard 2007, and hard copy format.
9. Identify long lead items.

The schedule format (size, color, type format) shall be such that the different tasks, durations, critical path and durations can be easily distinguished. The Contractor shall also provide a listing of tasks and durations with the schedule. If the schedule and list is being provided prior to a Notice to Proceed it need not include dates for start and completion of tasks. Any schedule and list provided after the Notice to Proceed has been issued shall include dates. A schedule and list shall be provided on the date of the Notice to Proceed. The Contractor shall begin work on the project site within five (5) working days of the Notice to Proceed, unless stated otherwise in specifications. Failure to do so is sufficient cause for termination in addition to other remedies the City may have.

B. Where the City's operations require specific sequencing of the work, such sequencing requirements as provided for in the Contract Documents shall be followed.

C. When progress has not kept pace within two weeks of the schedule or if otherwise requested by the City the Contractor shall update his schedule within five (5) working days of the City's written request. The revised schedule will include a description of what actions will be done by the Contractor to bring the project back on schedule. **Failure to not provide a revised schedule within one week of its request may result in the withholding of $750 from any progress payment due.** Each written request by the City shall be considered a separate request and subject to the withholdings specified, provided it is within the following billing cycle from a previous request.

D. The Contractor shall provide the City with a list of emergency phone numbers, addresses, and electronic mail addresses for contacting key personnel in the case of any after-hours emergency.

E. The Contractor shall furnish the City with a schedule for hours of work. In it, the Contractor shall note the begin work, begin daily clean-up, and daily shutdown times to be followed by the Contractor during the project unless otherwise changed. The Contractor's regular work hours on regular workdays shall be between 7:00 AM and 5:30 PM Monday through Thursday, unless otherwise stated in the specifications. Friday work is permitted between 7:00 AM and 5:30 PM for work that does not require City inspection. This work hours timeframe shall be considered to include start-up of equipment and daily clean-up of the work area. Weekends and Holidays for the City of Sedona shall be considered non-regular work hours. Permission to work non-regular work hours shall be subject to approval by the Engineer and the provisions of General Conditions, Section 39. **The Engineer may deduct $250 per day for work outside of approved work hours after issuance of one written warning during the course of the project.**

The City of Sedona has the following holiday schedule:
New Year's Day, January 1st
Martin Luther King/Civil Rights Day, 3rd Monday of January
President's Day, 3rd Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4th
Labor Day, 1st Monday in September Veteran's Day, November 11th
Thanksgiving Day, 4th Thursday in November AND the Friday after Thanksgiving Day
Christmas Day, December 25th

10. PROGRESS MEETINGS

Periodic meetings shall be held between the City of Sedona officials, Contractor, and other affected agencies, at a standard time and place, and at a frequency to be established during the pre-construction meeting. These meetings shall be used to discuss scheduling and matters related to the project.

11. TAXES

The Contractor shall be responsible for and shall include in his bid prices all applicable taxes, including but not limited to Federal, State, and Local Taxes.

12. ASSIGNMENTS

The Contractor shall not assign the whole or any part of the Contract or any monies due or to become due hereunder without the written consent of the City and of the Surety on the Contractor's Bond. A copy of such consent of Surety, together with a copy of the assignment, shall be filed with the City. If the Contractor assigns all or any part of any monies due or to become due under the contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims and liens of all persons, firms, and corporations for services rendered; for the payment of all materials and equipment furnished and for payment of all materials and equipment used or rented in the performance of the Work called for in the Contract; and for the payment of any liens, claims, or amounts due the Federal, State, or local government or any of their funds.

13. SUBCONTRACTING

A. Subcontractors will not be recognized as employees or agents of the City, nor as having any privity of contract with the City. All persons engaged in the work of construction will be considered by the City to be employees of the Contractor. The Contractor will be held responsible for their work and for all materials provided by them, which shall be subject to the provisions of the Contract.

B. Each subcontract shall contain a suitable provision for cancellation or termination thereof should the Subcontractor neglect or fail to conform to every provision of the contract.

C. Subcontractors collectively shall not perform more than fifty percent (50%) of the value of the total work required pursuant to the Contract Documents. **The Contractor agrees that should this percentage be exceeded the City may consider the Contractor in breach of this contract and/or make deductions equal to one half of one percent of the total approved contract value for each one percent of subcontracted work beyond that allowed above.** The Contractor shall perform fifty percent (50%) of the contract work using the Contractor's own organization as construed in ADOT Standard Specifications 2000 Section 108.01.

D. The City of Sedona encourages all contractors to utilize minority and women owned businesses whenever possible.

14. COOPERATION AND COLLATERAL WORK

A. In general, the Contractor shall be responsible for the scheduling and coordination of his work with any other work, which may be, carried on in the construction areas for this project by other parties or by the City simultaneously with his construction work. The contractor shall include in his bid any costs which may be involved on his part as a result of coordinating his construction with such other activity.

B. When two or more Contractors are employed by the City in related or adjacent work, each shall conduct his operations in such manner as to not cause any delay or hindrance to the other and shall properly connect and coordinate the execution of their respective work with the other. The City will not be responsible for damage caused by such delays, and such delays will not entitle the contractor(s) to an extension of time. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work.

If the proper execution of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City Engineer any discrepancies between the executed work and the drawings or any defects in such work that render it unsuitable for such proper execution. The failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his own work. The exception is for defects, which may develop in the other contractor's work, after the execution of the Contractor's collateral work that would not have been discovered before the Contractor's collateral work began.

C. The contractor shall coordinate his work, and cooperate with any other persons or entities operating on or adjacent to the site of the project.

Where persons employed by other persons or entities are engaged in or near the construction areas for this project, and where such work on the part of said parties results in a delay in performance by the Contractor, and where such delay, in the opinion of the City Engineer, is of such nature that it could not have reasonably been foreseen or anticipated by the Contractor in time for him to take steps to prevent same, then the Contractor shall be entitled to an extension of time.

The Contractor shall promptly make good any injury or damage caused by him that may be sustained by other Contractors or employees of the City. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

15. LINES AND GRADES

The Contractor shall be responsible for providing all construction staking and surveying needed to construct the facilities in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work. The Contractor shall employ a surveyor licensed in the State of Arizona to perform all surveying necessary to construct this project to the lines and grades provided in the plans. The Contractor shall provide to the Engineer the Surveyor's listing of lines, grades, distances, curve information and point data (including northing, easting and elevation) used to actually establish project staking at least two working days prior to establishing subgrade, setting forms, placing pre-cast facilities, pouring concrete, installing pipe, or placing asphalt. The Contractor shall provide a set of as-built plans showing manhole and inlet inverts, rim and grate elevations, gutter elevations at 50-foot intervals, changes of grade, invert and finished grade elevations of concrete structures at the center and corners, and the inlet and outlet ends of pipes. The surveyor shall seal and designate them as as-built plans. This as-built plan is in addition to the Status As-Builts and Record As-Builts required under other provisions of these specifications. The Final contract payment shall not be due until all as-built plans have been submitted and accepted. Any work performed without complying with the Survey requirements in these specifications shall be considered unauthorized work and subject to the provisions of MAG section 105.11. As-Built plans shall be submitted in the following formats: hard copy in the same size as provided by the City to the Contractor for the contract, AutoCAD 2022, and .pdf.

The Contractor shall pothole utility facilities and report results to the Engineer at least two (2) working days prior to excavating for installation of roadways, asphalt patches, catch basins, underground pipes, manholes, footings, vaults, and basins. The report shall indicate any conflicts or inadequate clearances as related to the work to be performed. Failure to perform potholes and report results, as required, will result in the loss of the

right to make a claim for changes in compensation and time due to conflicts, interference, protection or other costs related to the utility, as such, a claim would have been mitigated by performing the pothole timely.

16. EXCAVATIONS, UNDERGROUND FACILITIES LOCATION, AND STORMWATER POLLUTION PREVENTION.

The Contractor in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.

ARS-40-360.22 Excavations: Determining locations of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the owner of the facility shall respond as promptly as practical, but in no event later than two working days. The "Arizona 811" (1-800-782-5348) (formerly Arizona Blue Stake Center) was formed to provide a more efficient method of compliance with this statute.

ARS-40-360.23 Making excavations in careful, prudent manner: liability for negligence. This statute states that obtaining information as required does no excuse any person making any excavation from doing so in a careful and prudent manner nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

ARS-40-360.28 Civil penalty: Liability. If the owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

Licenses and Permits:
The Contractor shall be required to obtain, at his expense, the appropriate licenses and permits from the City of Sedona before the start of construction. It is the duty of the Contractor to determine that all necessary permits have been obtained. Costs associated with obtaining a license are not waived.

Arizona Pollutant Discharge Elimination System (AZPDES) Permit

A. General requirements:
The Contractor shall comply with the AZPDES Stormwater requirements for construction sites pursuant to the requirement of the Arizona Department of Environmental Quality (ADEQ). The Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the ADEQ requirements, as well as other Federal, State and local requirements pertaining to storm water discharges. As the permittee, the contractor is responsible for completing, in a manner acceptable to the ADEQ, all documents required including the following:

1. Storm water Pollution Prevention Plan (SWPPP) for the project including certification form. The contractor will be required to submit for approval, update and revise the SWPPP as necessary throughout the construction of the project in order to ensure compliance with permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.

2. Notice of Intent (NOI) to be covered by Arizona General Permit for Arizona including certification of signature.

3. Notice of Termination (NOT) of coverage under AZPDES (upon project completion).

B. Regardless of whether compliance with AZPDES is required the Contractor shall prepare a Storm Water Pollution Prevention Plan. That Plan shall at a minimum address the following issues:
   - Designation, maintenance, and clean-up of vehicle storage, fueling, lubrication and maintenance areas
   - Clean up and off-site disposal of excess construction materials including asphalt, concrete, paints, oils, and wrapping materials
   - Daily work day clean-up of debris in work area
   - Prevention of wind born debris/Dust Control Plan
   - Prevention of erosion resulting from rain or watering activities'
   - Measures to prevent silt and debris generated by this project from migrating beyond the construction site boundaries. Measures such as trapping and removing debris and dirt generated, or other measures acceptable to the Engineer, shall be taken.
   - The Contractor shall comply with the City of Sedona General Storm Water Pollution Prevention Guidelines, this includes filing the City Notice of Intent.

C. Submittals:

1. Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer two days prior to the preconstruction meeting. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, prior to implementation.

2. The Contractor shall submit completed, signed NOI forms at least forty-eight (48) hours prior to the initial start of construction on the project to the Arizona Department of Environmental Quality in Phoenix, Arizona (ADEQ, 1110 West Washington Street, Phoenix, AZ. 85007). Generally, projects of less than one (1) acre may not be applicable to this requirement at this time. If the project is subject to these requirements, the Contractor shall be designated the permittee.

3. Failure by the contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required timeframe shall result in delay of the start of construction but shall not prohibit issuance of the Notice to Proceed, at the City's sole discretion. A copy of the completed NOI shall be posted at the construction site and a copy of the SWPPP shall be kept on the construction site.

Contractor's Responsibilities:

1. It is the Contractor's responsibility to perform inspection of all storm water pollution control devices on the project on a monthly basis and following each rainfall. The contractor shall prepare reports on these inspections and retain these reports for a period of three years following project completion. Inspection reports shall be submitted monthly to the CITY along with payment requests. The contractor shall maintain all storm water pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

2. No condition of either the AZPDES or the SWPPP shall release the contractor from any responsibilities or requirements under other environmental statutes and regulations.

3. Upon total project completion, acceptance, and de-mobilization, the contractor shall submit its completed, signed NOT form to the ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

D. Payment: There shall be no separate payment made to the Contractor for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include contractor costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

17. EXISTING UTILITIES, RIGHTS-OF-WAY, EASEMENTS

A. EXISTING UTILITIES

Because of the nature of this contract, existing utilities are not shown or indicated in these specifications, except to note that their locations are within rights of way, streets, and easements throughout the City of Sedona area. The fact that utilities are not shown shall not relieve the Contractor of the following responsibilities:

1. The Contractor shall be responsible for the preservation of all existing water, sewer, storm sewer, buried transmission lines or any cable or utility. If damaged, all costs for the necessary repairs shall be paid by the Contractor.

2. The Contractor shall locate and verify the location of all existing utilities prior to any excavation. This shall be done at least two (2) days prior to excavation for installation of project facilities or ordering equipment or materials for those facilities.

3. The Contractor shall be responsible for the location of all service lines.

4. Continuation of Service - All services shall be maintained to all areas at all times during the construction period, except when it is necessary to shut down a line to make a connection with the new line. Residents shall be given twenty-four (24) hour notice when it is known that the service will be interrupted. The Fire District

shall be kept advised of the status of all fire hydrants affected by any work on this Project.

5. The Contractor is responsible for as-builting all existing utilities within the improvement area (location, depth, and material).

B. RIGHTS-OF-WAY AND EASEMENTS

The City will furnish land, right-of-way, or easements as shown in the Contract Documents for the performance of the Work under the Contract. Contractor shall confine his operations to the land, right-of-way or easements furnished, and will restore the same to their original conditions to the extent reasonably possible prior to final acceptance of the work. Prior to construction or entry thereon, the Contractor shall obtain copies of and become familiar with any agreements and stipulations used by the City in acquiring temporary or permanent 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 the project improvements and related appurtenances in the easement. The Contractor shall be responsible to adhere to easement provisions 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 the fence is placed. City shall provide the Contractor with a copy of the easement agreement with the property owner, upon request. 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.

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 pin disturbed by the Construction activities. Any property monuments which require resetting, shall be reset under the direction of a licensed Surveyor by the State of Arizona and proper documentation recorded with the appropriate County.

Access by Residents: The Contractor shall ensure that all residents have access from the Street to their property each night. When access to a resident's property cannot be maintained during normal working hours (weekdays), the Contractor must personally notify the affected residents two working days in advance of the closure. Such notification shall be documented in writing to the Engineer. Emergency access shall not be blocked for any reason without the express written permission from the owner.

Access to Public Facilities: The Contractor shall assure that safe access to facilities including, but not limited to, parking lots, picnic shelters, playgrounds, and pedestrian ways is provided. Any disruption to the public's normal use of said facilities shall not occur without the express written permission from the City.

Intersection and Driveway Maintenance: Once work has commenced in a particular street, the Contractor shall provide and maintain access facilities to all connecting streets, intersections and private driveways by ramping or surfacing with suitable materials to ensure access at all times. If in the opinion of the City, such facilities, or materials used, are not capable of supporting traffic, the Contractor shall remove the materials and provide better-suited materials, including asphalt concrete or similar, as directed by the Engineer. This work shall be considered incidental to the Project, and all costs shall be borne by the Contractor. Failure to comply with these requirements may result in stoppage of the work until corrected as determined by the Engineer, with no time extension being granted for such delay to the Project.

18. OPERATIONS, LAYDOWN YARD AND STORAGE AREAS

A. All operations of the Contractor (including laydown yard, storage of materials, supplies, and equipment) shall be confined to areas authorized by the City. **The City of Sedona does not have available construction staging or material lay down facilities, except as specified otherwise in the specifications.** The Contractor is responsible for arranging and providing for such facilities as is deemed necessary for carrying out the work of this contract. The City does not warrant or represent in any way the availability of staging or material lay down areas within the City or vicinity of the project. It is the Bidder's responsibility to make such determinations. The price paid for mobilization shall include all costs for and associated with providing construction staging and material lay down facilities necessary for constructing the project. If a mobilization item is not included in the specification, the cost for compliance with item shall be considered as included in the unit price (s) bid for the various items of work. The Contractor shall be liable for all and any damages caused by him to such premises.

The Contractor shall comply with the following, regarding laydown yards:

- Any use of vacant property adjacent to or near the project used for parking or servicing equipment and/or storing of material will require the Contractor to provide written approval from the property owner, homeowner associations as applicable, and the filling of a temporary use permit from the City of Sedona.
- A copy of the property owner's approval shall be submitted to the Engineer, stating the use of the laydown yard for use during the construction of this project is acceptable.
- The Contactors yard shall be enclosed with a six (6) foot temporary fence.
- Storage of Gasoline will require Fire Department approval.
- Clearing or grading of the site in excess of fifty (50) CY of soil will require a grading permit. No grading will be allowed which changes the drainage path for the parcel without the approval of the City Engineering Department. All existing pipes and drainage facilities at the laydown yard will be maintained in working order at all times.
- A stabilized construction entrance will be required if the vacant property laydown yard is not already gravel or pavement. The laydown yard shall be adequately maintained to control dust and mud from leaving the property.

- Work in the laydown yard shall be scheduled so as to comply with any City noise or light Ordinances and these specifications.
- Equipment, materials, etc., shall be located so as to minimize impact to adjacent properties.
- Before any grading of any laydown yard, property corners will be located for the parcel. Any property pins disturbed by the Contractors operations will be replaced prior to final acceptance of the project.
- The Contractor shall obtain a written release from the property owner, homeowner's associations or similarly concerned parties after completion of use. A copy of the release shall be presented to the Engineer.
- Equipment and material shall not be stored in the right-of-way and/or street easement during non-work hours without permission of the Engineer. Such permission shall be subject to 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 Engineer.

B. The Contractor shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on the premises of third persons.

C. The Contractor shall be wholly responsible for the care, compliance with law, and storage of materials, supplies or equipment delivered on the work site or purchased for use thereon. Stored materials, supplies, or equipment shall be carefully and continuously protected from damage or deterioration and so located so as to facilitate inspection by the City. The responsibility for the care and storage of materials, supplies, or equipment shall be with the Contractor whether such materials, supplies, or equipment are furnished by the Contractor or by the City. Storage of materials, supplies, or equipment shall not unduly interfere with the progress of the Contractor's Work or the work of any other contractor.

D. Traffic Control:
Adequate traffic flow shall be maintained at all times, all barricading and temporary signage for detours and traffic control must meet the standards set by the Manual of Uniform Traffic Control Devices (MUTCD) and the City Engineer. If traffic control is not a separate bid item; then, it is considered incidental to the work and shall be included as appropriate in the Contractors bid. The Contractor must also take responsibility for public safety, meaning:

1. That, except for alleyways, one lane of the roadway for each direction must be kept open at all times; OR

2. Certified flaggers must be provided to properly channel traffic at all times when two separate lanes (one each direction) cannot be maintained open; OR

3. Total closure of a roadway shall only occur with the written permission of the City Engineer. For all rights-of-ways requiring closure for any work therein, appropriate permits shall be obtained. Prior to start of construction, the Contractor shall provide

the Engineer with planned traffic control methods and procedures for this project. A notice of closure for residents, along with a map showing the planned area of distribution shall be included as part of the planned methods and procedure. Proper traffic control and advance warning signage shall be in place prior to any road closure.

4. When detours or road closures are implemented an overall map showing anticipated flow of traffic shall be provided.

5. The Contractor shall have a designated person responsible for overall traffic control on-site at all times.

6. A Traffic Control Plan shall be submitted for review. The plan is intended to be a guide; Contractor shall submit any proposed revisions for approval by the Engineer.

7. Pedestrian traffic must be maintained at all times, on at least one side of the road.

8. The Contractor shall supply a Public Announcement showing closures and detours.

E. Water Use

1. All water used by Contractor for testing, compaction, dust control, or other uses related to construction, shall be obtained by the Contractor from an approved water source. The Contractor shall be responsible for all deposits, charges and fees.

   Reclaimed water is available to the Contractor for dust control and other on-site construction uses at no cost to the Contractor (other than testing costs noted below), according to the following limitations (any required water outside these limitations shall be provided by the Contractor from an approved source):

   a. Reclaimed water will be available for use by the Contractor Monday – Friday. It shall be the Contractors' responsibility to apply for and obtain a Type 2 General Water Reuse Permit (Class A+ Reclaimed Water) from ADEQ for dust control and other construction uses. Contractor shall also be responsible for the cost of fecal coliform testing. The cost of testing is
      $50 for each day that water is taken for construction use.
   b. Water shall be provided from the effluent pump station wetwell at the Wastewater Treatment Plant using contractor-provided submersible pump.
   c. Contractor is responsible to supply conveyance and storage facilities for water made available by the City. Contractor shall record and report to the City on a weekly basis the date and amount of water used.

F. Dust and Debris Control

1. **The contractor shall cover all trucked loads of soil, rock and material that may drop from, be sifted from or blown from the vehicle. The City may require that trucks arriving with uncovered loads not be allowed to deliver**

material to the project, regardless of whether or not the truck is the contractor's, a subcontractor's, a service provider's, or a material supplier's vehicle. If trucks leave the site with uncovered loads the City reserves the right to do one or more of the following:

a. The truck will not be allowed on the site
b. The contract compensation will be reduced by $150 per observed uncovered load. The contract time will be reduced by one day
c. The Police Department may issue a citation.

2. Pine slash and/or cut down pine trees shall be removed from the City within 24 hours, including any non-working days, of being broken or cut. This measure is to minimize pine bark beetle infestation in Sedona.

3. The contractor shall take measures to prevent blowing debris and/or dust from the site.

4. Dust Control shall comply with the following:
   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.
   b. A Dust Control Plan shall be submitted prior to Start of Construction.
   c. Cleanup and Dust Control shall be in compliance with MAG Section 104.1.3 and 104.1.4.

5. The contractor shall clean any dirt tracked from the project work area from streets and sidewalks using equipment and methods that will not create excessive dust. Sweeping is the preferred cleaning method. Washing of streets and/or sidewalk and other paved areas will require special permission from the Engineer and shall be subject to conditions imposed by the Engineer. The City reserves the right to require that the Contractor to cease work that is resulting in excessive tracked mud and/or dirt from and within the project area, and to require cleaning prior to allowing the ceased work to continue. The exercise of the City's right and impacts there from shall not provide a basis for claim by the contractor. Failure of the Contractor to cease work shall be sufficient reason for the City to reduce the contract time by one calendar day per incident, at the City's sole discretion.

6. Dirt, debris, wastewater and other debris shall not be disposed of in stormwater facilities and/or natural drainage channels. The City may require inspection of stormwater facilities and/or natural drainage channels prior to and during the work to verify compliance with this requirement. The City may require the contractor to clean stormwater facilities and/or natural drainage channels if the contractor has disposed of material to them. Final Completion will not be issued until all stormwater facilities have been inspected and approved.

G. Open Trenches

MAG Specification Section 601.2.10 is modified to limit the length of open trench to 1100 feet within the project. An open trench includes any longitudinal excavated area 3 inches or more below adjacent land which has settled or been left lower intentionally.

All open trenches shall properly marked and protected so as to warn pedestrians and vehicular traffic of a low area.

19. RIGHT-OF-ENTRY

Contractor shall provide to the City, Architect-Engineer, or representative of the Federal, State, County, District and Municipal governmental officials and services, the proper facilities for access to the Work, whenever it is in preparation or progress.

20. ACCESS AND DRAINAGE

The Contractor shall keep a sufficient clear area around fire hydrants to permit their full and effective use in case of fire. The Contractor shall keep natural drainage and watercourses unobstructed by spoil piles, material storage, or any other operations, or provide for other equal courses effectively placed.

21. SANITARY CONVENIENCES

The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the use of work persons during construction, and these conveniences shall be maintained in a manner that will be inoffensive and in compliance with Federal, State and local health and sanitation requirements.

22. CLEANUP PRACTICES

A. The Contractor shall at all times during the progress of the work maintain a reasonably clean job site, this includes, but is not limited to, keeping signs clean and legible, minimizing mud, rock, and dirt on roadways, and keeping ditches free of trash and construction materials. If in the opinion of the Engineer, excessive dust, mud or debris exists at the job site, the Contractor shall immediately remove said material as directed. All costs associated with this work shall be borne by the Contractor. The location of debris and material stockpiles shall be as directed by the Engineer.

B. The Contractor shall begin his daily clean-up process at a typical time agreed to by the City at the pre-construction meeting. If the Contractors operations and daily shut-down exceed a forty hour work week or eight hour day then the City will be entitled to withhold a portion of the Contractors progress payment for City "overtime" work pursuant to Section 32 and 39, unless authorized by the Engineer.

C. The site shall be kept clean of trash and debris including but not limited to, loose construction materials, such as sand, cement, lime, wood pieces, building paper, and other miscellaneous paper. All trash and debris shall be placed in an appropriate number of approved containers and moved and disposed of off the site daily in a location where it will not be possible to be dispersed. No burning of trash or debris will be permitted on the site, except where designated by the Engineer. The laydown yard shall have a minimum of one container of appropriate size at all times.

When site daily clean-up has not been kept up as requested in writing by the City the Contractor shall bring the site into compliance with the City within 24 hours or the City shall withhold $350 for each day out of compliance.

D. Before final payment, the Contractor shall remove all rubbish, excess materials, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. Excess mounds of earth shall be leveled, and ruts and depressions filled, such that the completed work is attractive. If in the opinion of the Engineer, the Contractor does not maintain the Construction Site in a safe and clean condition or does not adequately clean up the site at the completion of the work, or rectify any valid complaints of damage to property resulting from the Construction, the City may clean up or rectify damage and charge the costs thereof to the Contractor.

E. The Contractor shall be responsible for locating sites and making arrangements for disposal of all material removed from the site. This includes concrete, asphalt, unsuitable or unstable trench material and any other trash, rubbish or debris generated as a result of construction. Asbestos, hazardous substances or materials, hazardous waste or any other regulated substances or materials shall be disposed of in accordance with all applicable federal, state, and local regulations.

F. All vegetation and improvements removed from easements by the Contractor shall be removed or repaired by the Contractor in accordance with the easement agreement with the property owner, the same being done at no additional cost to the City.

23. PLANS AND SPECIFICATIONS

A. The City will provide the Contractor with four (4) sets of plans, drawings, and specifications after the execution of the Contract. If additional plans, drawings, and specifications are required, the Contractor shall compensate the City for it.

B. When, in the opinion of the City, revised partial plans, drawings and specifications are required to clarify or reflect authorized changes or additional work the City shall provide four (4) copies of such revisions to Contractor. The Contractor must pay for any additional copies. Contractor shall immediately post such revisions to his record set of Contract Documents.

C. The plans, drawings, and specifications are the property of the City, and are furnished to the Contractor for the construction of Work under the Contract only.

D. The data given in the specifications and shown on the plans and drawings is believed to be accurate, but the accuracy is not guaranteed. The Contractor must confirm all levels, locations, measurements, and verify all dimensions on the job site prior to construction and adapt his Work into the exact limits of construction. Scale measurements taken from plans are only for reference.

E. Drawings showing the details of the Work specified are designated "plans" or "drawings" and together with the specifications form an integral part of the Contract Documents.

24. CORRELATION OF DOCUMENTS

A. Plans, drawings, and specifications are cooperative and supplementary. Portions of the Work, which can best be illustrated by the plans or drawings, may not be included

in the specifications and portions best described by the specifications may not be depicted on the plans or drawings. All items necessary or incidental to completely construct or erect the Work specified shall be furnished, whether called for in the specifications or shown on the plans or drawings. Unless otherwise stated the plans and specifications shall be considered to require construction or erect of a complete and operable facility.

B. Special Conditions shall take priority over Technical Specifications, which shall take priority over General Conditions; large-scale drawings shall take precedence over small-scale drawings. In case of a disagreement between the plans, drawings, and specifications, or within a document itself, the better quality and the greater quantity of work shall be estimated and included in the bid and contract sums and the matter drawn to the City's attention for further decision, and possible issuance of an addendum.

25. SHOP DRAWINGS, SAMPLES, AND OPERATOR'S INSTRUCTION

A. The Contractor shall furnish all Shop Drawings and Samples required by the Contract Documents. Shop Drawings of equipment and devices offered by the Contractor for approval of the City shall be in sufficient detail to adequately show construction and operation. The above material shall be submitted to the City for review in electronic format (.pdf and/or .dwg). Shop drawings submitted as herein provided by the Contractor and approved by the City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by the City.

B. Work performed in connection with the fabrication, manufacture, shipment, or purchase of material or equipment prior to approval as specified shall be at the Contractor's sole risk and responsibility.

C. Shop Drawings and Samples shall be accompanied by a letter of transmittal indicating that the Contractor has reviewed and approved the submittal. The transmittal shall give a list of the numbers and dates of the submittal and shall be in the form required by the City. Any re-submittals shall show numbers and dates of previous submittals. Shop Drawings shall be complete in every respect and bound in sets.

D. The Contractor shall submit all Shop Drawings and Samples (submittals) sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking to avoid any delay in progress of the Work. In no case however shall this time be less than five (5) working days without the consent of the Engineer. In the case of submittals for pump installations and similarly complex equipment the minimum timeframe shall be twenty (20) working days. This timeframe shall also apply to resubmittals. If more than five (5) submittals are made in a week the minimum City review time shall be extended by five (5) days for each submittal. The Contractor shall be solely responsible for delays and costs related to resubmittals or untimely submittals.

E. Shop Drawings or Samples submitted shall be marked with the name of the Project, numbered, and bear the stamp of approval of the Contractor as evidence that the Shop Drawings and Samples have been checked by the Contractor. Any shop

drawings or samples submitted without this stamp of approval shall not be considered and shall be returned to the Contractor for resubmission. If the Shop Drawings or Samples show variation from the requirements of the Contract, the Contractor shall call such variation to the City's attention in his letter of transmittal in order that, if acceptable and City gives written approval to the variation, suitable action may be taken for proper adjustment.

F. By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field dimensions and measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked, and coordinated such submittals with the requirements of the Work and the Contract Documents.

G. If a Shop Drawing or Sample, as submitted, indicates a departure from the Contract requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in the contract price or time for performance, it may approve the Drawings or Samples; provided, however, such departure is slight in nature and does not affect the design concept of the Work.

H. All items of standard equipment shall be the latest model at time of delivery.

I. When Shop Drawings are submitted for the purpose of showing the installation in greater detail, their approval shall not excuse the Contractor from requirements shown on the plans and specifications.

J. Shop Drawing and Sample submittals not conforming completely with the above requirements shall be returned to the Contractor, without action, for re-submittal and the resulting delay shall be entirely the responsibility of the Contractor.

K. The City's check and approval of Shop Drawings and Samples, specifications, and descriptive literature submitted by the Contractor shall be only for general conformance with design concept, as otherwise provided, and shall not be construed as:

1. Permitting any departure from the Contract requirements;
2. Relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise that may exist in such submittals;
3. Constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or
4. Approving departures from additional details or instruction previously furnished by the City. Such check or approval shall not relieve the Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

L. One (1) electronic copy and four (4) sets of bound operator's instructions and maintenance manuals shall be furnished by the Contractor for equipment furnished under the Contract that is specially listed or that is considered to be of a special or complex nature. Operator's instruction and maintenance manuals shall include, in part, detailed lubrication drawings showing type and frequency of lubrication. Detailed parts drawings shall show location, name and catalog numbers of parts.

M. One (1) electronic copy and four (4) sets each of bound service parts manuals shall be furnished by the Contractor for all items of standard manufacture.

N. All operator instructions, maintenance, and parts manuals shall be bound in permanent binders satisfactory to the City and shall be furnished to the City before final acceptance of the installation by the City.

O. Four (4) copies of any manufacturer's guaranty/warranty or certificate for any type of material or equipment provided shall be submitted to the City prior to final acceptance of the Work by the City.

26. DRAWINGS SHOWING CHANGES DURING CONSTRUCTION

Throughout the progress of construction, the Contractor shall maintain a careful up-to-date record of all changes on the plans and drawings during actual construction. *With each progress payment invoice the Contractor shall provide a "Status As-Built" showing all work completed to date.* Callouts will identify type, size and quantity of each item installed. The Contractor shall annotate all sewer taps stationing upstream to downstream using swing ties from adjacent manholes or other method the Engineer may approve in writing. Upon completion of Work, and prior to acceptance by the City, the Contractor shall file with the City one set of complete contract drawings with all changes and Contractor's field construction notes neatly and legibly recorded thereon. Such drawings shall include but not be limited to, the exact routing and clearances, if changed from drawing location, of sewer, water, gas, oxygen supply, condenser water lines, fuel oil tanks and lines, fire protection lines, and any other major buried utility lines and routing of buried electrical feeder lines and changes to routing of conduit runs which are buried or concealed in concrete slabs. The Contractor shall furnish such As-Built utility and drainage invert and rim elevations as well as gutter, top of curb shots and horizontal location of valves and hydrants placed as a part of this construction. This information is for use by the City in the preparation of record "As-Built" Drawings. Curb and gutter shots shall be spaced no further than 50 feet apart and shall include any significant bends, drops or other deviations from a straight horizontal or vertical alignment.

27. MATERIALS, EQUIPMENT, SUPPLIES, SERVICES, AND FACILITIES

A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, equipment rental, water, heat, light, fuel, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work in a workman like manner within specified time.

B. No materials, equipment, or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

C. Equipment shall be properly equipped with safety devices including but not limited to spark arrestors, back up alarms, reflectors, signage, labeling, and lights.

D. At least one (1) set of all appropriate Material Safety Data Sheets shall be maintained in a common location on the project site at an identified location during all working hours.

28. WORKMANSHIP, MATERIALS, AND EQUIPMENT

A. All material and equipment furnished by the Contractor shall be new and unused and shall strictly conform to the Contract Documents. Competent labor, mechanics and tradesmen shall be used on the Work. Experienced manufacturer's representatives shall be used to supervise the installation of equipment as may be required by the City. Any special tools or equipment, which may be required, shall be provided by the Contractor.

B. The acceptance at any time of materials or equipment by or on behalf of the City shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity to the material or equipment specified or are not as represented to the City.

29. QUALITY OF MATERIALS IN ABSENCE OF DETAILED SPECIFICATIONS

A. Where the Contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment as described in the specifications. Constructed or installed as described therein and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure a good, serviceable standard of construction.

B. All tests and re-tests unless otherwise provided, shall be in accordance with the pertinent sections of the latest edition of the standards applicable to the material or devices to be tested. A partial list of the principal societies referred to and their Abbreviations follows:

AASHTO	American Association of State Highway and Transportation Officials ACI American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute ASTM American Society of Testing Materials
AWWA	American Water Work Association
CPI	Clay Pipe Institute
CS	Commercial Standards
FS	Federal Specifications
NEC	National Electric Code
TMCA	Tile and Marble Contractors of America

30. VARIATIONS FROM ESTIMATED QUANTITIES

When unit prices are utilized in the Contract Documents, it may be reasonably expected that there could be variations in final quantities from the estimated quantities by reason

of actual conditions and/or change orders. An adjustment in compensation may be allowed only to the following extent:

A. For a decrease greater than twenty percent (20%) in either the total cost of the contract or the total cost of a major item and when a reasonable cost analysis supports an increase in the pro rata share of fixed cost chargeable to this item in total, an adjustment in the monies due the Contractor may be made. The total amount, including any adjustment, will not exceed eighty percent (80%) of the original lump sum contract amount or, for a unit price item, the total amount, including adjustment, will not exceed eighty percent (80%) of the original extended unit bid price.

B. For an increase greater than twenty percent (20%) in either the total cost of the contract or the total cost of a major item, any adjustment made will only apply to that cost in excess of one hundred twenty percent (120%) of the original bidding schedule. If either party presents a reasonable cost analysis that shows a change in the pro rata share of fixed costs chargeable to this item in total, an increase or decrease adjustment may be made. This increase or decrease adjustment will be made on such basis as is necessary to cover a reasonable estimate of cost, plus an allowance, not to exceed ten percent (10%), for overhead and profit.

C. A major item is an item whose total cost, determined by multiplying the bidding schedule quantity and the contract unit price, is equal to or greater than the amount indicated below. A major item will remain a major item unless it is completely eliminated. Compensation for a completely eliminated major item shall be limited to the amounts indicated, but not to exceed the amount demonstrated by information provided to show the cost impact of the deletion, not including anticipated profit.

Total Contract amount as awarded equal to or greater than (in dollars)	But is less than (in dollars)	A major bid item Shall be equal to or greater than the following amount (in dollars)	If the item is completely eliminated compensation shall be limited to no more than (in dollars)
$0.00	$1,000,000	$50,000 or 10% of the Contract amount as awarded	$2,000
$1,000,000	$5,000,000	5% of the Contract amount as awarded	$5,000
$5,000,000	$20,000,000	2.5% of the Contract amount as awarded	$7,500

D. For either an increase or decrease in cost, no claim shall be made by the Contractor for any loss of anticipated profits.

31. PROGRESS PAYMENTS

A. When monthly progress payments are authorized, the Contractor shall, on the date determined during the pre-construction meeting, submit to the City an itemized application for payment, supported by "Status As-Builts" and such data substantiating the Contractor's right to payment as the City may require, on forms acceptable to the City. Progress payments shall be made no more than once each calendar month and provided that there are a minimum fifteen (15) calendar days between payments, unless otherwise authorized on a payment-by-payment basis by the City Engineer or City Manager. Progress payments are subject to retainage of ten percent (10%) with possible reduction to five percent (5%) in accordance with the provisions of Arizona Revised Statues.

B. The Contractor shall provide to the City at the time of payment, a waiver and release to date from the Contractor and each and every Subcontractor and material supplier whose work or materials are included in the application for payment, evidencing that said Contractor, Subcontractor or material supplier has been paid in full to date.

C. Unless otherwise provided in the Special Provisions, payment will not be made on account of materials or equipment not incorporated in the work, at the time of a request for payment, but delivered and stored at the site. Similarly, payment will not be made for materials or equipment stored at some other location unless agreed upon in writing. If payment is allowed per the Special Conditions, payment for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such Materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for those materials and equipment stored off-site.

D. The Contractor warrants that title to all materials, supplies, and equipment covered by an application for payment, whether incorporated into the Work or not, shall pass to the City, upon receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances; and that such materials, supplies, or equipment furnished or installed comply with the applicable requirements of the Contract Documents.

E. The passing of title to the City as herein provided shall not be construed as relieving the Contractor of the sole and complete responsibility for:

1. The care and protection of the materials, supplies, equipment, and Work for which payment has been made.
2. The restoration of any damaged or destroyed Work, materials, supplies or equipment. Such responsibility shall continue until all Work under the Contract has been completed and accepted by the City.

F. Under no circumstances shall payment constitute a waiver of the City's right to require the Contractor to fulfill all of the terms and conditions of this Contract.

G. INVOICE PROCESSING: The City will not accept inaccurate, illegible, or incomplete invoices (requests for payments). .

1. The City distributes payments on every other Friday, beginning on 01/08/2026 for calendar year 2026, unless holidays dictate otherwise. All payments shall be made via automated clearing house (ACH).
2. The Engineer must receive an acceptable, correct invoice with required supporting documentation not later than close of business on the Wednesday, nine (9) calendar days prior to the expected distribution day.
3. For projects longer than sixty (60) calendar days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The City shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.

32. PAYMENT WITHHELD

A. The City may decline to certify payment on account of subsequently discovered evidence or observations, may nullify the whole or any part of any payment certificate previously issued to such extent as may be necessary to protect the City from loss on account of any one or more of the following:

1. Defective Work not remedied.
2. A reasonable doubt that the Contract can be completed for the balance then unpaid.
3. Unsatisfactory prosecution of the Work.
4. Not maintaining a current project schedule.
5. Not providing adequate progress payment "Status As-Builts".
6. Deductions for not conforming to daily clean-up requirements.
7. Deductions for reimbursement of City overtime inspection.
8. Liquidated damages payable by the Contractor.
9. Disputed Work or Materials.
10. Failure to comply with other material provisions of the Contract.
11. Third-party claims filed or reasonable evidence that a claim will be filed.
12. Failure of the Contractor or Subcontractor to make timely payments for labor, equipment, and materials.
13. Damage to the Owner.

B. When any of the above problems are resolved, payment shall be made for amounts withheld pursuant to Article 31.

33. MEASUREMENTS

A. The itemized Application for Payment will be used by the Engineer as a basis for evaluating requests for payment, except in cases where unit prices have established the basis for payment shall include as a minimum the following items:

1. Separate cost itemizations for mechanical, piping, structural, electrical instrumentation, painting, pre-engineered structures, and architectural finish work.
2. Separate cost line items, showing both purchase and installed cost, for the major equipment items listed in the bidding schedule.

3. A separate line item for mobilization not to exceed ten percent (10%) of the total Contract amount. This limitation shall apply even when a bid item for mobilization is shown in the bid schedule unless the Engineer has assigned a fixed cost for the item. Amounts excess of this limitation shall be included on the final payment.
4. A separate line item for demobilization, not to exceed one-half of one percent (0.5%) of the total Contract amount. This limitation shall apply even when a bid item for demobilization is shown in the bid schedule unless the Engineer has assigned a fixed cost for the item. Amount in excess of this limitation shall be included on the final payment.
5. Separate line items for earthwork, demolition and clearing and grubbing, where appropriate. Measurement and payment for the various items shown by the Contract Drawings and described in the construction Specifications, and comprising the completed work, shall be subject to this Article.

B. The contractor may subdivide any of the lump sum bid items in the proposal as necessary to identify items per (A) above, however the neither the total bid or the total of any subdivided bid item line shall exceed the total in the bid proposal as awarded.

C. Payment for each item shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished, and satisfactory project, as shown by the Contract Drawings and described in the Specifications. Each item shall be completed with all necessary connections, testing, painting, and related work accomplished to provide for the satisfactory use and/or operation of the item. No additional payment will be made for work related to each item, unless specifically noted or specified.

D. No additional payments will be made for work related to any item unless specifically noted and called for in the Bid Proposal. Payment will be made at the unit price or lump sum price bid in the Bid Proposal.

E. Measurement will be on the completed work in place, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Specifications and as shown by the Contract Drawings.

F. **The quantities set forth in the Bid Proposal are used for the purpose of determining the basis of the Award of the Contract, and may be varied by the Engineer to conform to the requirements of the work as set forth in the Contract Drawings, and the Contractor agrees to perform the work on the basis of the prices bid for the items contained in the Bid Proposal regardless of whether or not the items or units are decreased or increased.**

G. The Engineer shall have the right to order omitted from the Contract any item or a portion of the estimated quantity for any item found unnecessary to the work without violating the Contract or Performance Bond.

H. Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of receipt of the notice to proceed, submit a breakdown of the Contract price showing the value assigned to each part of the work including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part

of the work represents his estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment.

H. Mobilization and Demobilization: Payment for Mobilization shall include the cost for setting up Project offices and moving Equipment to the site, storage facilities, obtaining permits, and all other items required to prepare the Project site for commencement of construction activities. Demobilization shall include removal of Contractor's facilities and Equipment, and final cleanup, and all other items required to complete Demobilization.

Payment for mobilization shall be in accordance with Section 901 of ADOT Standard Specifications for Road and Bridge Construction (most current edition), except as modified by this section and General Conditions Section 18, 33, and 67. Retention shall apply to mobilization payments. The first payment for mobilization shall be contingent on providing:

1. A traffic control plan that has been approved by the Engineer
2. The Storm Water Pollution Control Plan provisions are in place per the SWPPP in the Civil Plans
3. The Contractor shall have a City of Sedona or ADEQ NOI for stormwater pollution prevention
4. The Project Sign has been posted
5. A complete project schedule as required by the General Conditions, Section 9.

I. Excavation-Generally: The excavation rates shall include the amount for working in such a manner as not to interfere with the stability of adjacent structures and properties, for the costs of all timbering or other support required, for all necessary measures to keep the excavation free from water and sewage whether affected by floods, storms or otherwise, for working space, refilling, consolidating and disposal of surplus material from temporary spoil heaps or disposal as directed by the Engineer. The rate shall apply to the excavation in any material, including rock.

No extra payment will be made if the position of the work as set out will not allow the use of a mechanical plant or necessitates the cartage to temporary spoil heaps of excavated material and the reloading and cartage back for refilling of excavations or disposal.

34. PAYMENT, USE OR OCCUPANCY OF WORK

A. No progress or final payment, nor any partial or entire use or occupancy of the Work or improvement, nor acceptance thereof, by the City shall be evidence of the performance of the Contract or construed to be acceptance of defective work or improper materials, either wholly or in part. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute.

B. The City shall have the right to take possession of, use, or occupy any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or any portions, may, or may not, have expired. Such taking possession, use or occupancy shall not be deemed an acceptance of any Work until all Work has been completed in accordance with the Contract Documents. If such prior use or occupancy increase the cost, or delays the Work, the Contractor shall be granted such extra compensation or extension of time, or both, as City may determine.

C. Consent of Surety and endorsement from the insurance carrier or carriers permitting prior occupancy or use of any completed or partially completed portions of the Work by the City shall be secured by the Contractor. Contractor and his Surety and enforcement from the insurance carrier or carriers permitting prior occupancy or use of any completed or partial completed portions of the Work by the City shall be secured by the Contractor. Contractor and his Surety and insurance carrier hereby agree that such consent shall not be unduly withheld.

35. CLOSEOUT PROCEDURE

When the Contractor considers that the Work, or a portion thereof which the City has allowed to be accepted separately, is substantially complete, the Contractor shall prepare a letter stating the work, or a portion of the work, is substantially complete and submit to the City a comprehensive list of items to be completed or corrected. Substantial completion shall not operate to change the contract time to which liquidated damages are applicable. Reduced liquidated damages are chargeable for a project or portions thereof which have separately specified damages, if there are items of work remaining to be performed relative to such work once full substantial completion status has been attained. In such cases the amount of liquidated damages due shall be twenty-five percent (25%) of the unreduced liquidated damage amount stated in the contract and shall not begin until after the contract completion date.

The Contractor 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 Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the City will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The City Engineer shall have the sole right to determine if a Work or portion thereof is substantially complete. If the City's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City. The Contractor shall then submit a request for another inspection by the City to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the City will prepare a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Contractor and City for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix a reasonable time within which the Contractor shall finish all items on the list accompanying the Certificate. If the Contractor does not complete the items within the time fixed by the City, the City, upon ten (10) working days' notice, shall have the option to complete the uncompleted Work for the Contractor and deduct the cost from any amount due to the Contractor, whether or not the contract completion date has passed.

The Contractor may request a written statement from the City Engineer of what constitutes substantial completion by writing a letter of "Notice Of Intent to Declare Substantial Completion." The letter shall be sent no later than fifteen (15) working days

prior to the anticipated date of Substantial Completion. The letter shall state what items the Contractor intends to complete prior to declaring substantial completion and what date substantial completion is anticipated by. The City Engineer shall respond to the letter within ten (10) working days accepting or adding to the list of items to complete prior to substantial completion. The City Engineer's response to the list shall not prevent the City Engineer from amending the list within a reasonable time prior to the anticipated date of substantial completion, or from considering factors not known at the time the response was prepared.

36. FINAL PAYMENT

A. Prior to receiving final payment, the work shall be completed according to the Contract Documents, as determined by the City. Retention shall be as provided in A.R.S. §34-221. This includes, but is not limited to, submittal of complete as constructed documents.

B. The acceptance of final payment by the Contractor shall operate as a release to the City of all claims by the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of the City, and others relating to or arising out of the Work under the Contract, except for claims made in writing and still unsettled, and specifically itemized at the time the final payment request is made.

C. No payment, final or otherwise, shall operate to release the Contractor or his Surety from any obligations under the Contract or under the Performance Bond or Labor and Materials Payment Bond, including, but not necessarily limited to anyone or more of the following:

1. Obligations arising from or relating to latent defects.
2. Faulty or defective work or material, which does not comply with the requirements of the Contract.
3. Failure of the construction, equipment, or fixtures to perform properly in accordance with the requirements of the Contract Documents.
4. Unsettled claims.
5. Claims for non-payment of laborers, mechanics, material men, or suppliers, or for equipment used or rented.
6. Claims under the maintenance requirements of the Contract Documents or any special warranties provided for in the Contract Documents.

37. SUPERVISION BY CONTRACTOR

A. The Contractor or his designated representative will be required to give personal attention to the fulfillment of this Contract and to keep the work under control and in accordance with the Schedule for Completion. The contractor shall provide a competent Representative with full authority to receive and execute such instructions, orders or directions as the Engineer, or his agents or representatives may issue in connection with the Contract.

The Contractor will supervise and direct the work at all times. He has the obligation to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item

of work, specifies in the Contract a means, method, technique, sequence or procedure for construction of that item of work. The Contractor shall be responsible to perform the Work so that the quality of the Work conforms to the plans and the specifications while in progress and as finally completed.

B. Instructions and information given by the City, Engineer, or his agents or representatives to the Contractor's representative on the work shall be considered as having been given to the Contractor. Before any work is done at the job site, the Contractor shall give written notice to the Engineer stating the name, home address and telephone number of the Contractor's representative. The Contractor shall also inform the Engineer in writing prior to any change of representative. A statement naming more than one person to be in charge depending upon which one is present at the time will not be acceptable.

C. The Contractor shall file with the Engineer the names, addresses, and telephone numbers of representatives who can be contacted at any time in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions immediately on order of the Engineer.

D. The Contractor shall pay and cause his Subcontractors to pay any and all accounts for labor, services, equipment, and materials used by the Contractor and his Subcontractors during the performance of work under this Contract, including all applicable taxes and insurance. Such accounts shall be paid as they become due and payable within the time limits set forth by law. The Contractor shall furnish proof of payment of such accounts to the City.

E. **The plan or method of work suggested by the City or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City and the Engineer assume no responsibility therefore and in no way will be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work.**

38. WEATHER

A. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

B. The Contractor shall not be assessed liquidated damages, nor the cost of engineering and inspection during any delay in the completion of work caused by Acts of God, acts of the public enemy, acts of a public agency or owner, or a utility to provide for removal or relocation of existing utilities, unless such delay is caused in whole or in part by Contractor or any of its Subcontractors.

C. A rain, windstorm, high water, or other natural phenomena for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

1. Daily rainfall equal to, or greater than, one inch during a month when the monthly rainfall exceeds the normal monthly average by fifteen percent or more.
2. Daily rainfall equal to, or greater than one and one-half (1-1/2) inch at any time.

Rainfall data shall be collected at the job site by the Contractor.

39. OVERTIME

Any Work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the City unless otherwise provided in the Contract Documents.

The Contractor is responsible for completing his work activities within regular working hours. Should the Contractor elect to run his crews more than a typical 10-hour day, he may elect to with prior coordination with the City. Any inspection, which is required beyond the City of Sedona's Standard 10-hour workday due to extended work hours or late daily cleanup, is subject to a withholding by the City from the Contractors progress payment for the cost of the overtime inspection during that period. The amount withheld shall be itemized by person and reflect any overtime premiums paid.

40. INDEMNIFICATION

A. To the maximum extent allowed by law, including Title 34 A.R.S., Contractor will indemnify and hold harmless City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such entity or 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) are caused by the Contractor, its officers, employees, agents or any tier of subcontractor/subconsultant in connection with Contractor's Work in the performance of this Agreement, regardless of whether an Indemnified Party is partially at fault or its alleged negligence contributed to the loss, claim, damage, liability, cost or expense.

B. The indemnification and hold harmless provisions and the City's required general liability insurance provision set forth herein shall survive the termination or expiration of this Contract.

C. In consideration of the City's award of this Contract, Contractor agrees to waive all rights of subrogation against City for losses arising from or related to any Work performed by Contractor or Contractor's agents under this Contract.

D. The indemnity obligations of this Contract shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise exists by statute or under the common law of the State of Arizona, except those in conflict with the express terms of these General Conditions.

E. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

41. DEFENSE

A. To the maximum extent allowed by law, including Title 34 A.R.S., Contractor its successors and assigns shall defend the City and its agents, representatives, officers, directors, officials and employees ("City) in all demands, proceedings, suits, actions, and claims of any nature or kind whatsoever caused or alleged to be caused, in whole or in part, by the wrongful, negligent, or willful acts, or errors or omissions of Contractor, its officers, employees, agents or any tier of subcontractor/subconsultant in connection with Contractor's Work in the performance of this Agreement.

B. The City party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

C. Contractor's duty to defend City pursuant to this Agreement accrues immediately upon tender of the defense by City, even if the claim is only threatened. Contractor's duty to defend exists regardless of whether Contractor is ultimately found liable.

D. Contractor is responsible for primary loss investigation, defense and judgment costs where this defense provision applies.

E. The defense obligations of Contractor survive the termination or expiration of this Contract.

42. ACCIDENT PREVENTION - EMERGENCY - AUTHORITY TO ACT

After the Contract Notice to Proceed has been issued through final acceptance of the Contractor's work, it shall be the Contractors responsibility for protection and safety of the public and workers twenty-four (24) hours a day, seven (7) days a week. This responsibility will also be placed on the Contractor after final acceptance when the Contractor is on site performing any Guaranty/Warranty work.

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or properly, and whenever, in the opinion of the Engineer, an emergency has arisen and immediate action is considered necessary, then the City, with or without notice may provide suitable protection by causing work to be done and materials to be furnished and placed. The cost of such work and materials shall be borne by the Contractor, and if the same is not paid on presentation of the bills, such costs will be deducted from any amounts due or to become due to the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

43. PROTECTION OF WORK

The Contractor, at no additional expense to City, shall at all times safely guard and protect his own Work; provide, erect, and maintain suitable barriers around all improvements, work areas, excavations, or obstructions to prevent accidents; and provide, place, and maintain during the night sufficient lights, signals, and signs for this purpose on or near the Work. The Contractor shall at all times, until its completion and final acceptance, protect his Work apparatus, equipment, and material from accidental or any other damage; and make good any damages thus occurring at no additional cost to the City.

44. PROTECTION OF PROPERTY

A. The Contractor, at no additional expense to the City, shall at all times (1) safely guard the City's property and abutting or adjacent property from injury, loss, or damage in connection with the Contract; (2) protect by false work, braces, shoring, or other effective means all buildings, foundations, walls, fences, property pins and other property along his line of Work, or affected directly by his Work, including, but not limited to the City's property, against damage; (3) cover or otherwise protect stockpiles of materials to avoid damage to any property from such materials; and/or (4) repair, replace, or make good any such damage, loss or injury, unless such is caused directly by the City or his duly authorized representatives.

B. The Contractor shall exercise care to protect from injury all water lines, sanitary sewer lines, gas mains, telephone cables, electric cables, services pipes, and other utilities or fixtures which may be encountered during the progress of the Work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the Contractor without additional compensation.

C. The Contractor shall personally check and verify utility information on the plans. Where existing utilities or structures are shown on the plans or drawings, they are believed to be accurate but are not guaranteed to be such or that these are the only utilities or structures in the construction area. Protection is completely the responsibility of the Contractor, and he must satisfy himself as to the existence and location of all utilities and structures.

D. The Contractor shall give written notice of at least forty-eight (48) hours before breaking ground, to all persons, superintendents, inspectors, or those otherwise in charge of property, streets, water, gas, or sewer pipes, telephone or electrical cables, railroads, or otherwise who may be affected by the Contractor's operation in order that they may remove any obstruction for which they are responsible and have a representative on the site to see that their property is properly protected.

45. PROTECTION OF PERSONS

A. The Contractor shall:

1. At all times protect the lives and health of his employees under the Contract.
2. Take all necessary precautions for the safety of all persons on or in the vicinity of

the Work site.

3. Comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes.
4. Comply with all pertinent provisions of the "Manual of Accident Prevention on Construction" issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons, on, or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created by such features of construction as protruding nails, rod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials; and he shall designate a responsible member of his organization on the Work site whose duty shall be the prevention of accidents.

B. The Contractor shall comply with all provisions of the "Occupational Safety and Health Act" (OSHA), including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Whereas state in which Work is performed has passed legislation bearing on Occupational Safety and Health, such legislation, and amendments thereto, together with rules and regulations issued pursuant thereto shall be complied with by the Contractor.

46. POTENTIALLY DANGEROUS WORK

A. When the use of explosives, driving, or removal of piles, wrecking, excavation Work or other similarly potentially dangerous Work is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care so as not to endanger life or property. The Contractor shall be fully responsible for any and all damages, claims, and for the defense of any actions against the City resulting from the prosecution of such Work in connection with or arising out of the Contract.

B. The Contractor shall notify each private and public utility company or other owner of property having structures or improvements in proximity to the site of the Work, of his intent to perform potentially dangerous Work. Such notice shall be given sufficiently in advance to enable the companies or the owners of property to take such steps as they may deem necessary to relieve the Contractor of responsibility for all damages, claims, or the defense of any actions against the City resulting from the performance of such Work in connection with or arising out of the Contract.

C. All explosives shall be stored in a secure manner and all storage places shall be marked clearly "EXPLOSIVES-KEEP OUT" and shall be in the care of competent watchmen at all times. Blasting Permits must be obtained from the Sedona-Oak Creek Fire District, 2860 Southwest Drive, Sedona, AZ 86336 (602) 282-6800.

D. If blasting is required, building inspection reports must be conducted for properties within 150-feet of the proposed blasting area. For affected structures that are to remain 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, to ensure the structure was not damaged from construction activities. Blasting will only be considered if rock excavating equipment equal to or better than that provided by "drum-cutters" (see www.drumcutters.com), would not be effective for excavation.

47. PATENTS, COPYRIGHTS, AND ROYALTIES

A. The Contractor shall assume all costs arising from the use of any patented article, material, device, equipment or process used or furnished by him in connection with or incorporated in the Project. The Contractor shall save, and hold harmless the City and all officers and agents thereof from all damages, costs and expenses in law or equity (including attorneys' fees, expert witness fees, court costs, and other expenses of litigation) that may come at any time, arise or be set up by reason of any infringement or alleged infringement of any patent rights as a consequence of the installation or use of any such article, material, device, equipment or process in or about the Project. The Performance Bond required by Arizona Revised Statutes Section 34-221 shall be deemed to apply expressly to this provision of the Contract.

B. Should the Contractor, his agent, employer or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the City, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Engineer for determination of general conformance to the Design concept and the Construction Contract. Should the City elect to refuse a substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the City, his representatives, agents, and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or in equity on account thereof.

48. CHANGE ORDERS FOR CHANGED OR EXTRA WORK

A. The City reserves the right at any time during the progress of the Work to make necessary alterations of, deviations from, additions to, or deletions from the Contract, or may require the performance of extra Work neither covered by the specifications nor included in the Proposal, but forming a part of the Work contracted for; provided however, the Contractor shall not proceed with any such change or extra Work without a written Change Order approved by the City. Until a resolution is reached by the City and the Contractor, the Contractor is to continue work on the project. Additional time may or may not be added to the projected (and approved) contract end date. Such changes or extra Work shall in no way injuriously affect or invalidate the Contract or the Contractor's bond, but the difference in cost shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change or extra work shall be determined by one of the following methods in the order as listed:

1. Method A Unit prices contained in the Contract Documents for the same type or class of work.
2. Method B By an acceptable unit price proposal from the Contractor.
3. Method C By an acceptable lump sum price proposal from the Contractor.
4. Method D If neither Method “B" or “C" can be agreed upon before the change or extra work is started, then the Contractor shall be paid the "actual field cost" of the work plus eighteen percent (18%) or twelve percent (12%) as stated herein below.

B. Whenever any change or extra work is to be done, for which unit prices for the same type or class of work are contained in the Contract Documents, such work shall be done and shall be measured and paid for pursuant to Method A herein above set forth and the other applicable portions of the Contract Documents, subject to Article 30 of the General Conditions. Full compensation for taxes, overhead and other costs shall be considered as included in the unit prices bid.

C. Methods B and C shall include an itemized cost breakdown including overhead and profit. In determining the amount payable to the Contractor, an additional five percent (5%) may be added to the amount payable to a Subcontractor, but no "pyramiding" or additional percentage shall be authorized for any work done by a Subcontractor. This percentage may be increased to seven percent (7%) if the Contractor provides proof that it is paying transaction taxes for the subcontractor. The subcontractor percentage shall be considered as compensation for taxes paid on the subcontracted work, and any other costs or profit associated the subcontracted work. The taxes shall not be separately shown as a cost in the amount to which the seven percent (7%) is applied. Full compensation for taxes, overhead and other costs shall be considered as included in the unit price or lump sum price accepted whether such items are explicitly itemized or not.

D. When any change or extra work is performed under "Method D", the term "actual field cost" of such change or extra work is hereby defined to be and shall include:

1. The actual wages paid to all the Contractor’s workmen such as foremen, equipment operators, mechanics, and laborers, for the time actually performing the change or extra work. Superintendents are considered as compensated for in the overhead.
2. All of the Contractor’s materials and supplies incorporated in the change or extra work unless the total cost for a particular material or supply is less than twenty dollars ($20). Materials and supplies with a total cost of less than twenty dollars ($20) will be considered as compensated for in the overhead and profit allowance.
3. All machinery and equipment for the time actually employed or used in the performance of the changed or extra work shall be based on the submitted and approved schedule of equipment rates unless the hourly cost for the machinery or equipment is less than twenty-five dollars ($25.00) per hour or one hundred fifty dollars ($150) per day. Items with rates less than twenty-five dollars ($25.00) per hour or one hundred fifty ($150) per day will be considered as compensated for in the overhead and profit allowance. The contractor shall submit machinery and equipment rates for approval prior to Start of Construction.
4. Any transportation charges necessarily incurred in connection with any equipment

authorized by the City for use on said change or extra work, but which is not already on site provided the transportation cost exceeds twenty-five dollars ($25.00).

5. All power, fuel, lubricants, water, and similar operating expenses as well as other expendable materials.
6. Incidental expenses incurred as a direct result of such change or extra work, including payroll taxes and a pro rata portion of premium in the Performance Bond and Labor and Materials Payment Bond, and where the premiums therefore are based on payroll costs, on Public Liability and Property Damage insurance, Workmen's Compensation insurance, and Occupational Disease Disability insurance, Builder's Risk, and other insurance required by the Contract. **In order to be allowed these amounts shall be provided in writing when submitting the first request for a progress payment. These amounts payable by the City shall not change for the duration of the contract. The twelve percent (12%) mark-up shall not apply to these items.**
7. No repairs, replacements, or other forms of overhead expense shall be included in "actual field costs".
8. The Engineer may adjust the amount due under this method based upon a reasonable estimate of the actual cost of performing deleted work in the case of a change in work method or work material. In this case the amount due shall be the difference between the estimated cost to perform work per the original method based on conditions known at the time of the change to the extent such conditions are not the basis for a change, and the method proposed to be used plus the unit bid price for the original method.

E. The Engineer may direct the form in which the accounts of the actual field costs shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment, if required, which shall be used in the performance of any change or extra work under method "D". In the event that machinery and heavy construction equipment are required for such change or extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written Change Order.

F. The twelve percent (12%) or eighteen percent (18%) of the "actual field cost" to be paid to the Contractor shall cover and be full compensation for the Contractor's profits,

overhead, superintendence, and field and home office expense, and all other elements of cost not embraced within the "actual field cost" as defined herein. Eighteen percent (18%) shall be payable for Contractor costs for that portion of total change orders less than or equal to thirty thousand dollars ($30,000). For that portion exceeding thirty thousand dollars ($30,000) the twelve percent (12%) factor shall be applied to Contractor costs. In determining the amount payable to the Contractor, an additional percentage per C above may be added to the amount payable to a Subcontractor, but no "Pyramiding" or additional percentage shall be authorized for any work done by Subcontractors.

G. No claim for any change or extra work of any kind shall be allowed unless the work is ordered and approved in writing by the City in the form of a Change Order.

H. No anticipated profits shall be allowed for work deleted.

I. If the City has work accomplished by other sources due the Contractor's failure to perform required work it may deduct an additional five hundred dollars ($500) or five percent (5%) of the cost of accomplishing the work, whichever is greater, in addition to the cost of accomplishing the work using other sources. The City shall consider this additional amount as compensation for overhead and administration.

J. The Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

K. Any Change or extra work shall be considered a part of the Contract, subject to all of its terms, conditions, stipulations, review, guaranties, and tests may be performed without notice to the surety on the Contractor's bond. The Contractor and surety hereby agree to these provisions.

L. The following language shall apply to all change orders:
"THIS CHANGE ORDER CONSTITUTES FULL, FINAL, AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE WORK DESCRIBED IN THIS CHANGE ORDER, INCLUDING ANY IMPACT ON THE DESCRIBED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE DESCRIBED WORK."

M. The Contractor shall not be entitled to adjustments in contract price or contract time related to submittal of any cost estimates.

49. PROCEDURE FOR REQUESTING CHANGE ORDERS –EXTRA

A. In case any instructions, either oral or written, appear to the Contractor to involve a change or extra work for which, in his opinion, he should receive extra compensation, he shall make a written request to the Engineer for a written Change Order authorizing such change or extra work. Should a difference of opinion arise as to what does or does not constitute a change or extra work, or concerning the payment thereof, and the City insists on conformance, the Contractor shall proceed with the work after presenting written notice of claim for extra cost to the City and shall keep an accurate account of the "actual field cost" thereof as provided for in Method "D" under "Changed or Extra Work". The Contractor shall thereby not waive any right he might

have to compensation for the claimed "extra cost" in connection with a change or extra work. The matter shall be submitted to the City for final determination as to whether or not a change or extra work was involved, and if so, the amount due to the Contractor.

B. Any claims for extra cost pursuant to this section, together with supporting documents and receipts, must be filed within ten (10) consecutive calendar days after performing the work for which extra cost is claimed. The City shall have the right to reject any claim for extra cost if the foregoing procedure is not followed.

C. In giving instructions, the Engineer shall have the authority to make minor changes that do not involve extra cost or time of performance and are not inconsistent with the design concept and purposes of the contracted work; but otherwise, except in an emergency endangering life or property, no change or extra work shall be performed unless authorized by a written "Change Order" approved by the City Council or its designee in accordance with the City Code, and no claim for extra cost shall be valid unless so approved, except as otherwise provided herein.

50. PROCEDURE FOR REQUESTING CHANGE ORDERS--EXTRA TIME

A. The Contract time may be changed only by a change order either alone or in conjunction with other changes. Any claim for an extension of Contract time shall be based on written notice delivered to the Engineer within seven days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. Notice of the extent of the claim must state the cause of the delay, the date of occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the Engineer describing such weather and the work which could not be performed that day because of such weather or conditions resulting there from and which he otherwise would have performed. The Engineer's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or waiver of the City's right to strictly enforce the time provisions contained in the Contract Documents. Requests for extensions of time failing to include the information specified in this Article and requests for extension of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested. Any change in the Contract time resulting from any such claim shall be incorporated in a change order. The percentages specified in Section 38 and 48 G above shall be considered to include full compensation for each day or portion thereof of extra time.

B. The Contract time will be extended in an amount equal to time loss due to delays beyond the control of Contractor if a claim is made there for as provided in paragraph A. Such delays shall include, but not be limited to, acts or neglect by City or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal

weather conditions, or act of God. No extension of the Contract time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the Contractor unless such party's delay is attributable to one of the above enumerated causes. Time limits concerning substantial completion and final completion as stated in the Contract Documents are of the essence.

C. An extension of time may be granted by the City after the expiration of the time originally fixed in the Agreement or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. However, such extension shall not be deemed to be a release of any of the City's rights under the Contract Document unless expressly stated as such.

51. DIFFERING SITE CONDITIONS

If conditions or objects are encountered at the site which are (1) sub-surface or otherwise concealed and which differ materially and substantially from those indicated or anticipated in the Contract Documents or (2) are of an unusual nature, which differ materially and substantially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice, in writing, by the Contractor shall be given to the City promptly before conditions are disturbed and in no event later than 24 hours after first observance of the conditions. The City shall promptly investigate such conditions and, if they differ materially and substantially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, shall provide an equitable adjustment in the Contract Amount or Contract Period, or both as per Sections 48 through 50 of these General Conditions. If the City determines that the conditions at the site are not materially and substantially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the City shall so notify the Contractor in writing, stating the reasons. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment has been made under this agreement. Weather, and the effects of weather on surroundings, surface, or subsurface are to be anticipated and do not constitute a differing condition. No contract change, which results in a benefit to the Contractor, shall be allowed unless the contractor has provided the required written notice. No contract adjustment will be allowed under this section for any effects caused on unchanged work.

52. WARRANTY PERIOD

A. Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of two (2) years after the date of final acceptance of the work by the City and shall repair and replace any and all work together with anyother work, which may be displaced in so doing, that may prove defective in workmanship or materials within the two-year period from the date of final acceptance, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. If the Contractor is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the

date of completion of the repair. In the event of failure to comply with the above mentioned conditions, within a week (seven consecutive days) after being notified in writing by the City, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately upon demand by the City. In case of emergency, where, in the opinion of the City, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall be charged to the Contractor.

B. The Contractor guarantees to the City that all materials and equipment furnished under this Contract will be new and of good and sufficient quality, free from faults and defects as is necessary to complete the project as required by the plans and specifications.

C. The City and the Contractor agree that the guarantee on the equipment possessed and used by the City, in accordance with Article 34 of these General Conditions, shall commence on the date that the City takes possession of the equipment and so notifies the Contractor in writing. City and Contractor further agree that such taking possession and use shall not be deemed as acceptance of any part of the work. Take-over of equipment may occur when such equipment can be put into routine service on a permanent basis at City's discretion.

53. AUTHORITY OF ENGINEER

A. The Engineer shall furnish engineering services during construction of the work to the extent provided in the Contract Documents. He shall observe and review the work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Engineer has authority to recommend suspension of the work when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review, or recommend suspension of all or any portion of the work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Engineer responsible for providing a safe place for the performance of work by the Contractor or by the Contractor's employees or those of suppliers or subcontractors or for access, visits, use, work, travel, or occupancy by any other person. The provisions of MAG Sections 104.1.4 and 104.2.5 as contained in the 2012 edition apply to this contract.

B. The Engineer shall have authority to reject any or all work, materials, or equipment, which do not conform to the Contract Documents, and to decide technical questions, which arise in the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work, materials, equipment, and supplies which are to be paid for under the Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as otherwise expressly provided. In case any question shall arise between the parties to the Contract relative

to the Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the Contract affected in any manner or to any extent by such question.

54. DECISIONS OF THE CITY

If the Contractor is not in agreement with any final decision of the Engineer, then he may appeal, in writing, such decisions to the City Manager, who shall within a reasonable time after presentation, make decisions in writing on claims properly made by the Contractor. The appeal shall contain the final decision of the Engineer as an attachment, or in the absence of such final decision a copy of a certified letter sent to the Engineer, at least fifteen (15) working days prior to the appeal, requesting such a final decision in writing. The decision of the City Manager shall be regarded as final.

55. TEMPORARY SUSPENSION OF THE WORK

A. The City Manager may, upon the recommendation of the Engineer, or by the Manager's own determination, suspend the work.

B. Should the discovery of a potential archaeological or historic resource occur during construction, the Contractor shall cease work at that site, immediately notify the Engineer, and shall not proceed until instructed to do so by the City. In the event such a suspension of the work occurs, the provisions of Article 49 shall apply to extend the time for final completion of the work.

56. AUTHORITY AND DUTIES OF CITY'S FIELD REPRESENTATIVE

A. Inspectors may be placed on the work to keep the City informed as to the progress of the work and the manner in which it is being done; to keep records; act as liaison between the Contractor and the City; and to call the attention of the Contractor to any deviations from the Contract Documents. However, failure of the inspector to call the attention of the Contractor to faulty work or deviations from the Contract Documents shall not constitute acceptance of said work.

B. The inspector cannot control how the material is used; therefore, the responsibility for its safety and proper use shall be the Contractor's. Until the job is finally completed, the Contractor may do work that changes or modifies work previously done, and even though at any given time, a piece of work might be well done and acceptable in quality, the responsibility for keeping it in that condition until the work is complete is the sole responsibility of the Contractor. For this reason, it is impossible to accept, finally, any portion of a project until the project as a whole is accepted and control of said project is transferred from the Contractor by final official written acceptance by the City.

C. **Any personal assistance which an inspector may give the Contractor will not be construed as the basis of any assumption of responsibility in any manner, financial or otherwise, by the inspector or the City.**

D. The inspector is not and does not purport to be a Safety Engineer and is not engaged in that capacity by the City and shall have neither authority nor the responsibility to enforce construction safety laws, rules, regulations, procedures, or the safety of persons on and about the construction site.

E. The presence or absence of an inspector on any job will be at the sole discretion of the City, and such presence, or absence of an inspector will not relieve the Contractor of his responsibility to obtain the construction results specified in the Contract Documents.

F. The inspector is not authorized to approve or accept any portion of the work or to issue instructions contrary to the Contract Documents. Approvals, acceptance, or instructions, when given, must be in writing and signed by the City. The inspector shall have authority to reject defective materials; however, the failure of the inspector to reject defective material or any other work involving deviations from the Contract Documents shall not constitute acceptance of such work.

G. Nothing in this subsection shall in any way be so construed as to require or to place responsibility for the method, manner, or supervision of the performance of the work under this Contract upon the inspector, or the City. Such responsibility rests solely with the Contractor.

57. CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

A. The Contractor shall at all times employ sufficient skilled labor in accordance with Federal, State, and local labor laws; and the proper equipment for completing the project in the manner and time required by the Contract. All equipment, which is proposed to be used on the project, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be used such that it will not damage property adjacent to the work area.

B. Any person employed by the Contractor or any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed from the work by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer. Should the Contractor or Subcontractor fail to remove such person as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such orders by the Engineer are followed by the Contractor. The Contractor or Subcontractor shall hold the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

C. The City may require submittal of Certified Payrolls at any time from the Contractor showing the employee names, addresses, Social Security Numbers, rates of pay, payments received, payroll deductions, occupational classification(s), and hours per day worked in such classification(s) for work performed on this project by employees.

The contractor shall retain such records for the minimum time required by law or three (3) years after project completion, whichever is longer. The Contractor shall also be responsible to produce upon request from the City such payroll records from its subcontractors.

58. WARRANTY OF COMPLIANCE WITH STATE AND FEDERAL LAW

CONTRACTOR 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. CONTRACTOR 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."

A. Under the provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR 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").

B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONTRACTOR to penalties up to and including termination of this contract at the sole discretion of CITY.

C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any such inspections.

D. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed.

E. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR 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.

F. The provisions of this article must be included in any contract that CONTRACTOR enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to
real
roperty.

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59. QUALITY CONTROL AND TESTING

A. The Contractor will support the Testing Company when contracted by the City for Quality Control and testing for specification compliance and assurance.

B. During the progress, the work shall be subject to the review and observation of the City. The Contractor shall afford every reasonable facility and assistance to the City to make such review. If any work is covered up without approval or consent of the City, it will be uncovered for examination at the Contractor's expense.

C. The fact that the City is on the job site shall not be taken as an acceptance of the Contractor's work or any part of it. The Contractor shall notify the City upon completion of his Contract, and the work shall be given final construction review by the City, and any tests and re-tests shall be witnessed by the City or his representative. If all parts of the work are acceptable and substantially comply with the intent of the Contract Documents, initial acceptance shall be made by the City. If parts of the work are not acceptable and require additional work or rework by the Contractor to complete the Project, such costs shall be borne by the Contractor.

D. Contractor shall submit to the City, ten (10) days in advance of construction and without charge, samples, or specifications of materials he proposes to use and shall not use these materials until he has received approval from the City.

E. Contractor shall furnish tests and reports on tests of all materials, equipment and installations called for in the Contract Documents. The testing laboratory must be approved by the City and the Contractor shall pay the cost of the tests, and necessary re-tests, including all transportation charges unless otherwise provided by the Contract Documents.

F. Required certificates of inspection, testing, or compliance shall be secured by the Contractor and promptly delivered by him to the Engineer. Certificates shall be provided within five (5) working days after the test is conducted. Each report shall indicate compliance with the specifications.

G. The City reserves the right to perform additional inspections and testing deemed appropriate with their own forces or with outside consultants or testing agencies. Should such inspection or testing reveal work that is not in compliance with Contract Documents, such costs of inspection or testing, and any required rework shall be borne by the Contractor.

H. Following is a summary of minimum frequency of testing the city shall require. If there are conflicts in the frequency of testing between this Section and the Technical Specifications, the stricter of the two will govern. This list is a partial list of major items of work, if an item is a part of the project and not listed the Contractor shall provide testing for that item. The Contractor shall provide the appropriate tests for the activities a part of the project. The City reserves the right to request a greater frequency for the testing.

The following frequencies are based on a maximum of 8" lifts. When the lifts are greater than 8", the frequency of testing shall increase proportionately with the increased depth of lift.

Activity	Frequency
Roadway Fills	1 each 300ft per lift
AB Subgrade	1 each 300ft per lift
AC Pavement	1 each 300ft per lift
Trench Backfill	1 each 300ft per lift
Concrete Curb & Gutter	4 cylinders per 50 cy concrete
Concrete Sidewalk	4 cylinders per 50 cy concrete

60. TERMINATION OF CONTRACT

A. The City may, at any time, terminate the Contract at the City's convenience and without cause. Such termination shall be effective upon receipt by Contractor of written notice from the City of such termination for the City's convenience. Contractor shall cease operations as directed by the City in the notice of termination and take actions necessary, or that the City may direct, for the protection and preservation of the work. In the event of a termination for convenience, the Contractor shall be paid only the direct value of its completed work and materials supplied as of the date of termination, and Contractor shall not be entitled to anticipated profit or anticipated overhead or any other claim of damages from the City. Further, in the event a termination of the Contractor for cause is determined to have been without legal right, then the termination shall be deemed to have been a termination for convenience.

B. If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof granted in the manner specified herein, or fails to complete the work within such time, or if the Contractor fails to comply with any written order of the Engineer or the City or fails to timely pay Subcontractors, material, men, or laborers, or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should violate any of the provisions of the Contract, then the City may serve written notice upon the Contractor and his surety of its intention to terminate the Contract and, unless within ten (10) days after the service of such notice such violations of the Contract cease and satisfactory arrangements for the corrections thereof are made, the Contract shall without further notice, upon the expiration of said ten (10) days or such extensions thereof as may be expressly granted by the City in writing, cease and terminate.

C. In the event of any such termination, the Contract shall be deemed terminated and not

rescinded. Following such termination of the Contract, the City will take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Project by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished, or completion is permanently suspended by the City. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completion of the project, including compensation for additional professional service, including but not limited to fees charged by the City's attorney, such excess shall be paid to the Contractor. If such costs or liquidated or actual damages as provided by this Contract exceed such unpaid balance, the Contractor shall pay the difference to the City. Such additional costs and any liquidated or actual damages due to the City under this Contract will be determined by the City Manager and be submitted to the City Council in the form of a Change Order to the Contract.

D. Any extensions of time granted by Change Order or other extensions granted by the Council do not constitute a waiver of the City's right to terminate the Contract pursuant to this section for the Contractor's failure to complete the Project within the time specified in the Contract and any authorized extensions thereto, nor do such extensions constitute a waiver of the City's right to collect liquidated damages.

E. If the work is stopped by order of a court, public authority, or the City for a period of ninety (90) calendar days or more, through no act or fault of the Contractor, anyone employed by such Contractor or his Subcontractors, then the Contractor may terminate the Contract in accordance with these Contract Documents.

61. TIME IS OF THE ESSENCE

It is mutually understood and agreed by and between the parties to the Contract that in the execution of the same, time is an essential element of the Contract, and it is important that the work progress vigorously to completion.

62. LIQUIDATED DAMAGES

For each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the Contract, or as adjusted by a change order, the sum per calendar day, as stipulated in the Advertisement for Bids, shall be deducted from any money due or to become due to the Contractor, not as forfeit or penalty, but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the City and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine. It is agreed that the City has made a good faith attempt to estimate the loss caused by any delays and that the estimate is incorporated in the sum, which is agreed to be reasonable. If the City allows the Contractor to complete or attempt to complete the work subsequent to the date of completion specified herein, such action shall not constitute a waiver by the City of the imposition of the liquidated damages provision as specified herein. The liquidated damages provided for in this Agreement are intended only to liquidate the City's first-party time-related damages; it does not apply to time-related claims brought against the City by third parties arising out of delays caused by Contractor.

63. CITY'S REMEDIES CUMULATIVE AND NONWAIVER

No right or remedy conferred upon or reserved to the City by the Contract shall be considered exclusive of any other remedy or contractual right, but the same shall be distinct, separate, and cumulative, and shall be in addition to every other remedy existing at law or in equity or by statute; and every remedy given by the Contract to the City may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission on the part of the City to exercise any right or remedy arising from any default on the part of the Contractor shall impair such right or remedy or shall be construed to be a waiver of any such default or an acquiescence thereto, or otherwise affect the right of the City to enforce the same in the event of any subsequent breach or default by the Contractor.

64. SEVERABILITY CLAUSE, DISPUTE RESOLUTION, APPLICABLE LAW

A. This Contract shall be governed by the laws of the State of Arizona, and venue for any litigation arising out of this Contract shall be in the Superior Court of the State of Arizona in and for the County of Coconino or the County of Yavapai, depending upon the location of the work, if the amount in dispute is in excess of $5,000.00. If the amount in dispute is less than $5,000.00, jurisdiction and venue shall lie in the nearest Justice of the Peace Court of the appropriate county. Arbitration shall not be an alternative method of settling disputes unless separately agreed upon in writing by the parties. This Contract shall not be construed to create any contractual relationship of any kind between the Engineering Dept., and the Contractor or any Subcontractor, or between the City and any Subcontractor. During any dispute arising hereunder, the Contractor shall continue to perform all work in accordance with the Contract Documents. In the event of any dispute arising hereunder, the prevailing party in the resolution of such dispute shall be entitled to recover its attorney's fees and costs incurred.

B. The provisions of this Contract shall be deemed to be severable, and if any term, phrase or portion of the Contract shall be determined to be unlawful or otherwise unenforceable, the remainder of the Contract shall remain in full force and effect.

C. Any and all disputes relating to this Contract shall be subject to the provisions of Chapter 3.10 of the Sedona City Code. The City Code can be viewed on the City of Sedona website, as well as, the City Clerk's Office, City Hall, Sedona, Arizona.

D. Notwithstanding the mediation provisions set forth above, either party may submit, by demand letter, correspondence or notice, to the other party, any claim, counterclaim, dispute or other matter in question between the Contractor and the City arising out of or relating to this Contract, the Contract Documents, the Plans, the Project or the work, or breach thereof, and such claim, counter claim, dispute or other matter in question shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") of the Center for Public Resources ("CPR") currently in effect, except as provided herein and except where modified by the provisions hereof.

E. Any arbitration arising out of this Contract, the Contract Documents, the Plans, the Project or the work, or any breach thereof may include, by consolidation or joinder, or in any other manner, at the discretion of either the Contractor or the City, any other entities or persons whom the Contractor or the City, as the case may be, believes to be substantially involved in a common question of law or fact.

F. All demands for arbitration and all responses thereto that include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or response is not more than $150,000.00 (exclusive of interest and arbitration fees and costs). The arbitrators will not have jurisdiction, power or authority to consider or make findings except the denial of their own jurisdiction concerning any controversy where the amount at issue is more than $150,000.00 (exclusive of interest and arbitration fees and costs) or to render a monetary award in response thereto against any party which totals more than $150,000.00 (exclusive of interest and arbitration fees and costs). Notwithstanding the foregoing provisions, the parties may mutually agree to waive the jurisdictional limitations set forth in this sub-paragraph. In the event of such mutual waiver, all other provisions in this sub-paragraph shall apply. Demand for arbitration shall be filed with the other party in accordance with Rules. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question could be barred by the applicable statute of limitations.

G. In the event the amount in controversy is less than $50,000.00 a sole arbitrator shall be appointed in accordance with Rules. In the event the amount in controversy is
$50,000.00, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-appointed arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.

H. The decision of the arbitrators shall be in accordance with laws of the State of Arizona and the United States. The arbitrators shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrators may award compensatory damages and attorneys' fees and costs to the prevailing party. The arbitrators shall have no authority to award consequential damages or punitive damages.

I. The demanding party shall select the locale of arbitration but shall not choose a location greater than twenty-five (25) miles from the Project site.

J. This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrators shall be final and enforceable by any party to the arbitration, and

judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrators' decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award.

K. Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either of the parties under the Contract, the Contractor and the City shall carry on with the performance of their respective duties, obligations, and services hereunder during the pendency of any claim, dispute or other matter in question giving rise to arbitration or mediation, as the case may be. The City shall be under no obligation to make payments to the Contractor on or against such claims, disputes or other matters in question giving rise to arbitration or mediation, during the pendency of such arbitration or mediation or other proceedings to resolve such claims, disputes, or other matters in question.

65. POTHOLING REQUIREMENTS

The Contractor shall pothole all existing utilities 1,000 feet ahead of trenching activities to allow adequate time and distance to allow for the adjustment of grade or location of the construction activities. The contractor shall pothole at least two (2) working days ahead of installing facilities such as manholes, sidewalks, storm drainage inlets, footing, headwalls, and similar non-longitudinal installations. The Contractor shall backfill the pothole after verifying the depth, size and location of the utility. If a potential conflict is encountered, temporarily plating the potholed utility will be allowed for review and coordination of a resolution of the conflict with the City and affected utilities representatives.

The City requests a minimum of five (5) working days notification of a potential conflict for marked utilities. This requirement does not relieve the Contractor of the responsibility to make the City aware of conflicts timely of the Contractor's awareness. If potholing 1,000 feet in advance of trenching activities has not been kept up and a conflict creates down time or delays in work no extension of time or compensation for down time will be considered for that conflict.

66. UNMARKED UTILITY REPAIR

If in the course of work, a conflicting utility line that was not shown on the plans is discovered, the Contracting Agency will either negotiate with the owner of the Utility for relocation, change the alignment and grade of the trench or roadbed, provide encasement or sleeving, relocate the utility, or as a last resort, declare the conflict as "extra work" to be accomplished by the Contractor in accordance with Section 48 of these General Specifications. In the case of unmarked or incorrectly marked utilities the Contractor shall consider that responsibilities are per Arizona State Statutes Section 40 –360.

The Contractor shall contact the City and utility affected immediately upon damaging or breaking an unmarked utility. If an unmarked utility is found the Contractor shall take every precaution to not damage the utility and work around the conflict with the City and Utility representatives. No interpretation of this provision that changes the responsibility for non-located and improperly located utilities per Arizona State Statutes Section 40 –

360 shall be valid.

67. UTILITY SEPARATION

The Contractor shall maintain as a minimum one (1) foot of vertical clearance and three (3) feet of horizontal clearance for all utility crossings. Water/sewer minimum separations will be two (2) feet vertical clear and six (6) feet horizontal clear. If less than one (1) foot but more than six (6) inches clearance is all that can be accommodated concrete encasement shall be provided.

68. NOTIFICATION TO RESIDENTS & COMMUNITY RELATIONS

The Contractor shall inform the residents along the construction area of the proposed work. This notification and community relations shall include, but not necessarily be limited to:

A. Mailings
The Contractor shall prepare a letter for mailing to the residents located adjacent to the project. This mailing will include a description of work to be done, work hours, date's for begin and end construction, Contractor representative contact name and phone number. The cost for the mailings shall be incidental to the project.

B. Informational Signage
The Contractor shall provide and install advance information signs and project information signs before beginning construction to inform the public of the forthcoming project, construction dates, and suggested alternate routes. Sign layout shall be as approved by the Engineer. Signs shall not be constructed or installed prior to approval by the Engineer for the designs, sizes and locations. The Contractor shall maintain the signs as necessary and update the information as requested by the Engineer. The information signs shall be shown on the traffic control plan. The cost for this work shall be included in the unit bid price for Mobilization.

C. Meetings
The Contractor may be requested to attend and participate in a pre-construction public meeting if deemed necessary by the Engineer. Meeting time, location and agenda will be determined by the Engineer. The cost for this meeting if held shall be incidental to the project.

D. Driveway impact notification
The Contractor shall notify any resident or business of any access restrictions at least 48 hours prior to access restriction. Notification to residents is considered incidental to the projects activities and included in the unit price of the various activities.



CITY COUNCIL AGENDA BILL

AB 3402
November 10, 2026
Regular Business

Agenda Item: 9b
Proposed Action & Subject: Discussion/possible action on the Parking Work Group's recommendations for the Uptown Employee Parking Strategy.

Department	Transportation Services - Guillermo Gonzalez / Kristie Turck
Time to Present	30 minutes
Total Time for Item	60 minutes
Other Council Meetings	November 15, 2023 Parking updates; January 27, 2026 Updates to Uptown Parking Management; May 12, 2026 Proposed Rate Structure and Parking Management System Vendors; August 25, 2026 Uptown Parking Strategy Items
Exhibits	None

Finance Approval	JMC Reviewed 10/28/26
City Attorney Approval	MKC Reviewed 11/03/2026
City Manager's Recommendation	Recommend approval BW for KP 11/2/2026

Expenditure Required	
	$ 143,183 (FY27)
Amount Budgeted	
	$ 500,000 (Parking Management System)
Account No. (Description)	22-5320-89-68G3

SUMMARY STATEMENT

This item presents the Parking Work Group's (PWG) revised recommendations for Uptown employee parking in response to Council direction provided on August 25, 2026. The PWG recommends providing employee parking at no charge in City Municipal Lot 5 and designated spaces on Owenby Way and Mountain View Drive, totaling 157 spaces. The PWG also recommends an additional 45 spaces at the Wayside Bible Chapel parking lot (Lot 6), contingent on securing a lease agreement, bringing the total to 202 spaces.

Over the past two decades, the City has completed multiple parking studies and planning efforts addressing Uptown parking availability, employee parking, circulation, turnover, and parking management. These efforts led to a coordinated Uptown Parking Strategy that includes parking

management and guidance systems, readiness for residential permit parking, parking optimization, employee parking strategies, and parking fees.

On August 25, 2026, Council approved the Uptown parking fee schedule and considered recommendations from the PWG and the City Manager on parking optimization, employee parking, and readiness for residential permit parking. During that discussion, Council requested that the City Manager return with a more developed employee parking plan.

The proposed program is intended to provide reliable parking for Uptown employees while supporting businesses and maintaining visitor parking options. This item also summarizes the remaining visitor parking inventory and outlines items PWG members identified for monitoring after implementation. Parking utilization data and operational experience help with the evaluation of employee demand, program effectiveness, and potential adjustments.

Background:

On November 15, 2023, Council provided direction to the City Manager to continue parking management improvements associated with the Uptown Parking Garage project. On January 27, 2026, Council reviewed a broader implementation framework addressing parking technology, rates, employee parking, residential permit parking readiness, and parking optimization.

The City established the Parking Work Group (PWG), including residents, business representatives, and Council participation through Vice Mayor Fultz and Councilor Dunn. Meetings were open to the public and supported by Athena Partners, the City's parking consultant. The PWG serves as an advisory, non-decision-making community sounding board, helping evaluate tradeoffs, identify potential impacts, and develop practical, equitable, and data-informed parking strategies. As part of this effort, the PWG evaluated employee parking locations, costs, and administrative needs.

On May 12, 2026, Council reviewed proposed Uptown parking rates and approved the parking management technology vendors. Following the required public notice process, Council approved seasonal and non-seasonal parking rates for the Uptown Parking Garage, City Municipal Lot 5, other surface lots, and Uptown metered parking on August 25, 2026.

As mentioned above, on August 25, 2026, Council was presented the PWG's employee parking recommendations. The proposal included parking lots and designated street spaces, complimentary parking for registered carpools, and a $2 daily charge for single-occupancy vehicles. A separate governance recommendation proposed an ongoing Sedona Parking Group with a $25 annual membership fee. Council indicated that it did not support the membership fee and requested a more developed employee parking plan.

Following Council's direction, staff and the PWG continued reviewing parking locations, capacity, costs, implementation considerations, and feedback from Uptown employers and employees. Staff also continued discussions regarding lease agreements for the Wayside Bible Chapel, Sacajawea, and Matterhorn parking lots. The PWG presents the resulting employee parking recommendations and items identified for monitoring below.

1 – Parking Working Group Employee Parking Recommendations:

The PWG recommends establishing designated, no-charge parking for Uptown employees. Based on available data and feedback from Uptown employers and employees, staff estimates that approximately 200 employee parking spaces are needed throughout the day, with demand varying by work schedules and business activity.
The recommendations address parking locations, employee costs, implementation, ongoing monitoring, and governance.

Employee Parking Locations

The PWG recommends the following employee parking locations:

Location	Employee Parking Spaces	Monitoring
City Municipal Lot 5	138	Parking Technology
Wayside Bible Chapel parking lot (Lot 6), contingent on securing a lease agreement	45	Parking Technology
Owenby Way	10	Signage; no technology monitoring
Mountain View Drive	9	Signage; no technology monitoring

City Municipal Lot 5 and the designated spaces on Owenby Way and Mountain View Drive would provide 157 employee parking spaces. An additional 45 spaces at Wayside Bible Chapel would bring the total to 202, contingent on securing a lease agreement for that property.

Costs
The PWG recommends providing parking in designated employee parking areas at no charge to employees who work in Uptown Sedona.

Consistent with the funding approach presented on August 25, 2026, the PWG recommends supporting the Employee Parking Program through revenues generated by the broader City parking program, subject to Council approval and annual budget appropriations. This approach recognizes employee parking as an essential component of Uptown parking management that supports businesses, helps preserve convenient visitor parking, and reduces unnecessary vehicle circulation.

Program expenses would include applicable lease payments, parking technology, signage, striping, maintenance, and administration. Estimated annual operating costs are summarized below.

Employee Parking Program	Estimated Annual Cost
Year 1	$ 143,183
Beyond Year 1	$ 51,900
Maintenance	$ 10,000

Average annual costs	$	72,156

Key Considerations

- Lease renewals or new lease agreements will be required for certain non-City-owned parking locations
  - Wayside Bible Chapel is evaluating options for its parking lot, including working with a private parking management company. Its inclusion in the employee parking program remains contingent on securing a lease agreement.
  - The PWG sent Wayside Bible Chapel a letter expressing appreciation for its longstanding parking partnership with the City and requesting an opportunity to discuss continued collaboration.
- Total estimated costs may change depending on finalizing lease agreements and costs for purchasing and installing technology equipment
- Some employee parking locations will require occupancy monitoring equipment to support program administration and enforcement
- Annual maintenance costs are preliminary estimates and will be refined as operational experience is gained.

Visitor Parking Inventory

With the proposed employee parking designations, the Uptown visitor parking inventory would include approximately 810 to 835 spaces across City-managed facilities, street parking, and private parking lots.

The visitor parking totals exclude the 10 spaces at Sacajawea and 10 spaces at Matterhorn reserved for employees working in those respective shopping plazas.

Implementation

The City would coordinate implementation of the Employee Parking Plan with the garage opening and make it contingent on completing employer outreach, required signage and striping, and installing and activating the necessary parking management technologies.

The City would verify business eligibility based on the business address and current City business license status. Outreach to Uptown businesses would explain eligibility requirements and how to register in the Park Loyalty business permit system, including entering employees' vehicle license plate numbers and states of registration. Each employer would manage its business parking permit and keep employee vehicle information current.

SpotGenius would monitor parking activity at City Municipal Lot 5 and, contingent on a lease agreement, the Wayside Bible Chapel parking lot. Designated employee parking spaces on Owenby Way and Mountain View Drive would be striped and signed.

Following implementation, the PWG recommends a six-month monitoring and evaluation period to assess parking utilization, employer/employee participation, and demand trends. Data collected during this period would help staff evaluate program effectiveness and identify adjustments needed for ongoing operations.

The PWG recommends excluding Van Deren Road, between Forest Road and Mesquite Avenue, from the proposed residential permit parking and employee parking zones. Instead, the PWG recommends completing any safety improvements needed to bring this section of the street into compliance with applicable code requirements.

Ongoing Monitoring and Evaluation

After implementation, the PWG and staff would review parking utilization data, field observations, and employer and employee feedback to better understand demand and assess whether the designated spaces meet employee needs. This review would help identify peak usage periods and potential operational adjustments.

PWG members identified the following additional items for continued evaluation:

- **Time-limited street parking:** Evaluate the use of parking time limits on Uptown streets.
- **Street parking utilization data:** One member requested monitoring of all street parking to provide more comprehensive data. The current PWG recommendation does not include technology monitoring of all street parking.
- **Program funding:** Review program costs and funding needs over time, including whether an employer/employee contribution may warrant future consideration. The current recommendation provides employee parking at no charge.

Monitoring results and operational experience would inform future recommendations and support continued review through the governance framework described below.

Governance

The PWG recommends establishing an ongoing Parking Working Group to provide feedback on employee parking operations and future parking management initiatives. The group would serve in an advisory capacity and support continued collaboration between the City and Uptown stakeholders.

The recommended governance framework follows the approach presented on August 25, 2026, with the annual membership fee removed, and includes the following:

1. Hold quarterly meetings to review program performance, parking utilization, revenues, operational needs, and opportunities for improvement.
2. Establish a smaller advisory committee from the broader Parking Working Group membership, representing businesses, employees, residents, and property owners. Develop additional eligibility criteria to ensure balanced stakeholder representation and meaningful participation.
3. Continue researching available carpool matching software and other transportation demand management tools to encourage ridesharing and reduce employee parking demand.

The group would provide feedback to City staff and recommendations for future program refinements.

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

The Uptown Employee Parking Strategy aligns with the Sedona Climate Action Plan (CAP) through helping reduce unnecessary vehicle circulation, supporting broader efforts to improve transit and alternative mobility options, and fits within the CAP's transportation strategies aimed

at lowering emissions. It complements the CAP's objective for a comprehensive citywide transit network and contributes to more sustainable transportation management overall.

Board/Commission Recommendation: ☒**Applicable -** ☐**Not Applicable**

Alternative(s): City Council may elect not to approve the recommendations from the Parking Work Group.

MOTION

I move to: approve the Parking Work Group's recommendations for the Employee Parking Plan.

CITY COUNCIL AGENDA BILL

AB 3390
November 10, 2026
Regular Business

Agenda Item: 9c
Proposed Action & Subject: Presentation/discussion regarding quarter one of Fiscal Year 2027 budget to actual results for the general fund, capital improvement projects fund, and wastewater fund.

Department	Financial Services/ Dir. Jordan Corneliusen
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	N/A
Exhibits	A. PowerPoint Presentation

Finance Approval	BGW 11/2/2026
City Attorney Approval	MKC 10/30/2026
City Manager's Recommendation	Reviewed BW for KP 11/2/2026

Expenditure Required
$ 0
Amount Budgeted
$ 0
Account No. (Description)

SUMMARY STATEMENT

Background:

The FY27 Quarter 1 financial review shows that the City is generally on track with its budget expectations. Due to state reporting timelines, the information necessary to separate bed tax from sales tax was not yet available. As a result, September receipts have been recorded as sales tax and will be reallocated to bed tax, as appropriate, once the required information is received. Overall, sales and bed tax revenues are performing as expected despite the impacts of the Pocket Fire, which caused a slight dip in July before returning to normal levels in August and September. While sales tax revenues continue to outperform prior-year levels, bed tax revenues remain below prior-year results. Despite fire-related closures through October 1, August 2026 was the highest-performing August for sales tax collections in the past decade.

On the spending side, the General Fund is in a strong position. Departments are underspending their budgets by about $2.9 million so far, with $1.16 million of that tied directly to salary savings. Some of the remaining variance may simply reflect delays in vendor invoicing or internal payment processes. The City's contingency budget also remains mostly untouched.

Of the $1.8 million set aside for FY27, only a small portion has been allocated, leaving roughly $1.45 million available for future needs. Transfers between funds are being booked according to the adopted budget.

General Fund Unaudited Financial Statement for the Quarter Ended September 30, 2026:

City of Sedona
Quarterly Financial Update
General Fund
All Amounts in Thousands
For the Quarter Ended September 30, 2026

	Budget			Budget	Quarter 1 Variance		
	Annual	Quarter 1	Actual	Remaining	$	%	Footnote
Revenues							
City Sales Tax	$ 28,450	$ 6,266	$ 6,996	$ 21,454	$ 730	12%	1
Bed Taxes	9,261	1,844	1,044	8,217	(800)	-9%	1
In Lieu Taxes and Fees	576	-	-	576	-	0%	2
Franchise Fees	636	159	-	636	(159)	-25%	3
Intergovernmental	4,297	1,074	1,077	3,220	3	0%	
Licenses and Permits	652	163	143	509	(20)	-3%	
Charges for Services	818	205	182	636	(23)	-3%	
Fines and Forfeitures	495	124	113	382	(11)	-2%	
Other Revenues	791	198	218	573	20	3%	4
Total Revenues	45,976	10,033	9,773	36,203	(260)		
Expenditures by Department							
City Attorney's Office	914	229	165	749	(64)	-28%	
City Clerk's Office	715	179	156	559	(23)	-13%	
City Council	83	21	15	68	(6)	-29%	
City Manager's Office	2,219	555	381	1,838	(174)	-31%	
Community Development	3,028	757	382	2,646	(375)	-50%	5
Financial Services	1,865	466	356	1,509	(110)	-24%	
Human Resources	566	142	113	453	(29)	-20%	
Municipal Court	1,059	265	181	878	(84)	-32%	
Parks & Recreation	1,516	454	416	1,100	(38)	-8%	
Police	10,243	2,561	1,473	8,770	(1,088)	-42%	6
Public Works	6,690	1,673	1,063	5,627	(610)	-36%	7
Sustainability	922	230	136	786	(94)	-41%	
Tourism & Econ Init.	2,038	509	265	1,773	(244)	-48%	
Total Expenditures by Departmen	31,858	8,041	5,102	26,756	(2,939)		
Expenditures - Non-Departmental	9,738	2,881	2,476	7,262	(405)	-14%	8
Transfers from (to) Other Funds	(17,877)	(4,469)	(4,469)	(13,408)	-	0%	
Net Income	$ (13,497)	$ (5,358)	$ (2,274)	$ (11,223)	$ 3,084		

Footnotes:
1 Sales and Bed Taxes - these statements were finalized on November 3, 2026. September tax receipts are recorded as sales tax pending receipt of state reporting data required to allocate amounts to bed tax.
2 Paid annually at the end of the fiscal year.
3 Paid quarterly, not received yet.
4 Interest income performing better than budgeted.
5 Variance driving by professional services underspent by $243 plus salary savings of $106
6 Variance driven by capital not spent of $320 plus salary savings of $594
7 Variance driven by salary savings of $177, unspent capital of $167, and unspent maintenance of $143
8 Category consists of the General Services department, debt service, and contingencies. The variance is almost entire due to contingency.

Capital project activity is off to a modest start, which is typical early in the fiscal year. Out of roughly $20.3 million in approved projects, just $753,000 in expenses have been recorded so far. Thirteen projects have begun incurring costs, including work on the ERP system, Ranger Station improvements, several transportation projects, and public safety upgrades. Many other projects have not yet started spending, though nothing indicates any financial issues at this time.

Capital Improvement Projects Fund Unaudited Financial Statement for the Quarter Ended September 30, 2026:

City of Sedona
Quarterly Financial Update
Capital Improvement Projects Fund
All Amounts in Thousands
For the Quarter Ended September 30, 2026

	Budget			Budget	Quarter 1 Variance		
	Annual	Quarter 1	Actual	Remaining	$	%	Footnote
Revenues							
Intergovernmental	$ 2,744	$ 686	$ 525	$ 2,219	$ (161)	-23%	1
Other Revenues	479	120	141	338	21	4%	2
Total Revenues	$ 3,223	$ 806	$ 666	$ 2,557	$ (140)	-17%	
Expenditures by Department							
Information Technology	1,500	375	74	1,426	(301)	-80%	
Municipal Court	200	50	-	200	(50)	-100%	
Parks & Recreation	2,053	513	483	1,570	(30)	-6%	
Police	2,961	740	47	2,914	(693)	-94%	
Public Works	12,001	3,000	139	11,862	(2,861)	-95%	
Sustainability	1,627	407	10	1,617	(397)	-98%	
Total Expenditures by Department	20,342	5,085	753	19,589	(4,332)		
Expenditures - Non-Departmental	1,646	563	563	1,083	-	0%	3
Transfers from (to) Other Funds	3,750	937	937	2,813	-	0%	
Net Income	$ (15,015)	$ (3,905)	$ 287	$ (15,302)	$ 4,192		

Footnotes:
1 Grant income
2 Interest revenue
3 Debt service - interest payments

The Wastewater Fund's revenues are generally meeting expectations, aside from lower-than-planned investment income. This is due to money being moved from the Local Government Investment Pool into higher-yield investments that pay interest semiannually instead of monthly. Wastewater expenses are about $2.6 million under budget, mainly because capital projects in the fund have been slower to start. Regular transfers from the General Fund continue to support operations, offset by indirect cost allocations.

Wastewater Fund Unaudited Financial Statement for the Quarter Ended September 30, 2026:

City of Sedona
Quarterly Financial Update
Wastewater Fund
All Amounts in Thousands
For the Quarter Ended September 30, 2026

	Budget			Budget	Quarter 1 Variance		
	Annual	Quarter 1	Actual	Remaining	$	%	Footnote
Revenues							
Charges for Services	$ 6,278	$ 1,570	$ 1,636	$ 4,642	$ 66	4%	
Fines and Forfeitures	39	10	12	27	2	5%	
Capacity Fees	973	243	150	823	(93)	-10%	
Other Revenues	866	217	111	755	(106)	-12%	1
Total Revenues	8,156	2,040	1,909	6,247	(131)		
Expenditures by Department							
Wastewater Administration	290	72	67	223	(5)	-7%	
Wastewater Operations	3,547	887	607	2,940	(280)	-32%	
Wastewater Capital	9,483	2,371	96	9,387	(2,275)	-96%	
City Attorney's Office	100	25	-	100	(25)	-100%	
Financial Services	123	31	13	110	(18)	-58%	
Information Technology	108	27	9	99	(18)	-67%	
Public Works	313	78	67	246	(11)	-14%	
Total Expenditures by Departmen	13,964	3,491	859	13,105	(2,632)		
Expenditures - Non-Departmental	100	25	24	76	(1)	-4%	2
Transfers from (to) Other Funds	6,087	1,522	1,522	4,565	-	0%	
Net Income	$ 179	$ 46	$ 2,548	$ (2,369)	$ 2,502		

Footnotes:
1 Interest income - reallocation of investments to more that pay interest semi-annually.
2 Debt Service - interest payment.

Overall, the City's financial position at the end of Q1 appears stable. Revenues are on target once timing issues are resolved, spending is running below budget, and major operating funds remain adequately supported.

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

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): N/A

MOTION

I move to: For presentation/discussion only.

Fiscal Year 2027 – Quarter 1 Financial Update

Jordan Corneliusen

Director of Financial Services



Overview



General Fund Revenues

- Pocket Fire → Stabilization

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
Revenues						
City Sales Tax	$ 28,450	$ 6,266	$ 6,996	$ 21,454	$ 730	12%
Bed Taxes	9,261	1,844	1,044	8,217	(800)	-9%
	37,711	8,110	8,040	29,671	(70)	

General Fund Revenues

- Sales and Bed Taxes
  - Pocket Fire related closures through October 1.
  - August 2026 is the highest performing August in the past decade.
  - Sales Taxes are up; Bed Taxes are down.

- For more detailed explanation, see Monthly Sales and Bed Tax Reports on the Financial Services page at SedonaAz.gov



General Fund Revenues

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
In Lieu Taxes and Fees	576	-	-	576	-	0%
Franchise Fees	636	159	-	636	(159)	-25%
Intergovernmental	4,297	1,074	1,077	3,220	3	0%
Licenses and Permits	652	163	143	509	(20)	-3%
Charges for Services	818	205	182	636	(23)	-3%
Fines and Forfeitures	495	124	113	382	(11)	-2%
Other Revenues	791	198	218	573	20	3%
Total Revenues	45,976	10,033	9,773	36,203	(260)	

General Fund Expenditures

- All Departments - $2.9M under budget
  - Salary Savings - $1.16M

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
Expenditures by Department						
Community Development	3,028	757	382	2,646	(375)	-50%
Municipal Court	1,059	265	181	878	(84)	-32%
Parks & Recreation	1,516	454	416	1,100	(38)	-8%
Police	10,243	2,561	1,473	8,770	(1,088)	-42%
Public Works	6,690	1,673	1,063	5,627	(610)	-36%
Sustainability	922	230	136	786	(94)	-41%
Tourism & Econ Init.	2,038	509	265	1,773	(244)	-48%

General Fund Expenditures

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
City Attorney's Office	914	229	165	749	(64)	-28%
City Clerk's Office	715	179	156	559	(23)	-13%
City Council	83	21	15	68	(6)	-29%
City Manager's Office	2,219	555	381	1,838	(174)	-31%
Financial Services	1,865	466	356	1,509	(110)	-24%
Human Resources	566	142	113	453	(29)	-20%
Total Expenditures by Department	31,858	8,041	5,102	26,756	(2,943)	

General Fund Expenditures

- Contingency - $1.8M approved for FY27, $1.45M left

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
Expenditures - Non-Departmental	9,738	2,881	2,476	7,262	(405)	-14%
Transfers from (to) Other Funds	(17,877)	(4,469)	(4,469)	(13,408)	-	0%
Net Income	$ (13,497)	$ (5,358)	$ (2,274)	$ (11,223)	$ 3,084	

Capital Improvement Fund

- Income + Net transfers are sufficient for YTD expenditures
- 13 projects have expenses, 41 approved projects in FY27

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
Total Revenues	$ 3,223	$ 806	$ 666	$ 2,557	$ (140)	-17%
Expenditures by Department						
Information Technology	1,500	375	74	1,426	(301)	-80%
Municipal Court	200	50	-	200	(50)	-100%
Parks & Recreation	2,053	513	483	1,570	(30)	-6%
Police	2,961	740	47	2,914	(693)	-94%
Public Works	12,001	3,000	139	11,862	(2,861)	-95%
Sustainability	1,627	407	10	1,617	(397)	-98%
Total Expenditures by Department	20,342	5,085	753	19,589	(4,332)	
Expenditures - Non-Departmental	1,646	563	563	1,083	-	0%
Transfers from (to) Other Funds	3,750	937	937	2,813	-	0%
Net Income	$ (15,015)	$ (3,905)	$ 287	$ (15,302)	$ 4,192	

Wastewater Fund Revenues

- Revenues are in line, investment income is low

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
Revenues						
Charges for Services	$ 6,278	$ 1,570	$ 1,636	$ 4,642	$ 66	4%
Fines and Forfeitures	39	10	12	27	2	5%
Capacity Fees	973	243	150	823	(93)	-10%
Other Revenues	866	217	111	755	(106)	-12%
Total Revenues	8,156	2,040	1,909	6,247	(131)	

Wastewater Fund Expenditures

- $2.6M under budget - Capital Projects

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
Expenditures by Department						
Wastewater Administration	290	72	67	223	(5)	-7%
Wastewater Operations	3,547	887	607	2,940	(280)	-32%
Wastewater Capital	9,483	2,371	96	9,387	(2,275)	-96%
City Attorney's Office	100	25	-	100	(25)	-100%
Financial Services	123	31	13	110	(18)	-58%
Information Technology	108	27	9	99	(18)	-67%
Public Works	313	78	67	246	(11)	-14%
Total Expenditures by Department	13,964	3,491	859	13,105	(2,632)	

Wastewater Fund Expenditures

- $2.6M under budget - Capital Projects

	Budget			Budget	Quarter 1 Variance	
	Annual	Quarter 1	Actual	Remaining	$	%
Expenditures - Non-Departmental	100	25	24	76	(1)	-4%
Transfers from (to) Other Funds	6,087	1,522	1,522	4,565	-	0%
Net Income	$ 179	$ 46	$ 2,548	$ (2,369)	$ 2,502	

Summary





CITY COUNCIL AGENDA BILL

AB 3066
November 10, 2026
Regular Business

Agenda Item: 9d
Proposed Action & Subject: Discussion/possible action regarding future meeting/agenda items.

Department	City Manager/ Kevin Phelps
Time to Present	2 Minutes
Total Time for Item	5 Minutes
Other Council Meetings	Included in City Council regular meeting agenda packets as of May 14, 2024
Exhibits	A. Future Agenda Items

Finance Approval	Reviewed 10/26/2026 JMC
City Attorney Approval	Reviewed 10/26/2026 MKC
City Manager's Recommendation	Reviewed 10/26/2026

Expenditure Required	
$	N/A
Amount Budgeted	
$	N/A
Account No. (Description)	N/A

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
11/24/2026	Tuesday	3:00					
				TBD	Executive Session	Coady	
11/24/2026	Tuesday	4:30					
					Consent		
				AB 3393 Approval for the appointment of Kathy Senseman, Policy Development Group as City Lobbyist for the City of Sedona and the Sedona City Council 2026 Arizona Legislative Session, not-to-exceed $100,000.00 subject to approval of an agreement by the City Manager and City Attorney.	Appointment	Browne	20 min
				Community Police Academy, certificate presentation.	Recognition	Penner	10 min
				Citizen Academy participants, certificate presentation.	Recognition	Hall	10 min
				AB 3423 Discussion/direction regarding debrief of the Community Conversation meetings on Sept. 9 & Nov. 12, 2026 and selecting next topic/date for the next Community Conversation meeting.	Regular	Hall/Graham	60 min
				AB 3368 Public Hearing/discussion/possible action regarding adoption of an Ordinance updating the City of Sedona's Consolidated Fee Schedule.	Regular	West/Nash	30 min
11/25/2026	Wednesday	4:30		No Work Session HOLIDAY			
12/8/2026	Tuesday	3:00					
				TBD	Executive Session	Coady	
12/8/2026	Tuesday	4:30					
					Consent		
				2027.	Consent	Council	NA
				direction regarding Cultural Park Amphitheater RFI response	Regular	Allender	3 hours
12/9/2026	Wednesday	4:30					
				AB 3405 Joint meeting with the Citizen Budget Work Group to discuss Capital Improvement Project overview and prioritization for FY28.	Special	Hall/Whitehorn	2 hours

12/15/2026	Tuesday	8:00					
				City Council Work Session - Council Priorities Day 1	Special		
12/16/2026	Wednesday	8:00					
				City Council Work Session - Council Priorities Day 2	Special		