



SEDONA FIRE DISTRICT

2860 Southwest Drive, Sedona, Arizona 86336
Telephone: (928) 282-6800 • FAX: (928) 282-6857
www.sedonafire.org

REGULAR BOARD MEETING

Station #1 • 2860 Southwest Drive • Sedona • Multi-purpose Room
Tuesday, September 16, 2025 • 4:30 PM

AGENDA

Pursuant to A.R.S. § 38-431.02, notice is given to members of the Sedona Fire District (SFD) Governing Board and the public that the Governing Board will meet in **Public Session on Tuesday, September 16, 2025, beginning at 4:30 PM**, in the **Multi-purpose Room at Station #1, 2860 Southwest Drive, Sedona, Arizona**. Members of the Board and legal counsel may attend either in person or by telephone conference call.

During this meeting, Board Members may ask questions about, discuss, consider, approve, and/or take possible action on any listed Agenda item and any variable related thereto, unless specifically otherwise indicated (such as under Public Forum). SFD may vote to go into Executive Session, which will not be open to the public on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3), for legal advice with the Fire District Attorney on the matter(s) set forth in the agenda.

Public Input: Citizens may make oral comments on specific Agenda items or any topic relevant to District business during the public forum. Citizens who wish to speak should complete a *Request to Address* form, indicating the topic they intend to address. Citizens may submit written comments of any length to the Fire Board.

Notice: Public comment is encouraged, but it is important that everyone demonstrates the appropriate decorum, courtesy, and respect during the meeting. Please treat your fellow citizens with courtesy. Outbursts, interruptions, and personal attacks will not be tolerated.

The meeting room will be accessible to the public at 4:00 PM.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 260 905 087 538

Passcode: CfAysN

Dial in by phone

[+1 312-625-2555,,372741307#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 372 741 307#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



SEDONA FIRE DISTRICT

2860 Southwest Drive, Sedona, Arizona 86336
Telephone: (928) 282-6800 • FAX: (928) 282-6857
www.sedonafire.org

1. CALL TO ORDER/ROLL CALL

- A. Salute to the Flag of the United States of America
- B. Moment of Silence to Honor American Men and Women in Service to Our Country, Firefighters, and Police Officers
- C. Roll Call of Board Members

2. PRESENTATION OF AWARDS/STAFF RECOGNITION

- A. 25 Years of Service
 - Fire Chief Ed Mezulis
 - Don Arwine, Captain/CEP
- B. 10 Years of Service
 - Donny Minardi, Firefighter/CEP
- C. Fire Inspector John Wesbrock Badge Pinning
- D. Paramedic Certification Recognition
 - Mark Essary, Firefighter/CEP
 - Indiana Palmer, Firefighter/CEP/TRT
 - Dillon Risner, Firefighter/CEP

3. REGULAR BUSINESS

- A. Public Forum/Call to the Public

Speakers are limited to three-minute oral presentations, but may submit written comments of any length for Board files. Board Members may not discuss items not specifically identified on the Agenda. Therefore, pursuant to A.R.S. § 38-431.01(I), Board action taken as a result of public comment is 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.

- 1) Public Comments
- 2) Possible Executive Staff Response to Public Comments

- B. Consent Agenda: Discussion/Possible Actions

All matters under Consent Agenda are considered by the Board to be routine (i.e. Minutes and/or signatory authority for bank accounts) and will be enacted by a single motion approving the Consent Agenda. If discussion is desired on any particular consent item, a Board Member may ask that item be removed from the Consent Agenda to be considered separately.

- 1) Regular Meeting Minutes – August 19, 2025
- 2) Executive Session Minutes (*confidential*) – August 19, 2025



SEDONA FIRE DISTRICT

2860 Southwest Drive, Sedona, Arizona 86336
Telephone: (928) 282-6800 • FAX: (928) 282-6857
www.sedonafire.org

- C. Financial Report and Updates – Gabe Buldra, Director of Finance
 - 1) Discussion/Possible Action: Review and approval of August 2025 Finance Report
- D. Monthly Staff Report
 - 1) Operations Activities – Assistant Chief Jayson Coil
 - 2) Significant Events
 - All-Hazard
 - Emerging Issues
 - 3) Human Resources
 - Staffing
 - Promotions
 - Significant Issues
 - 4) Administration
 - News
 - Upcoming Events
- E. Community Risk and Reduction Activities – Fire Marshal Kirk Riddell
 - 1) Inspection Activities
 - 2) Fire Investigations
 - 3) Notable and Upcoming Events
- F. Operational Support – Division Chief Buzz Lechowski
 - 1) EMS Activities and Updates
 - 2) Fleet Activities and Updates
 - 3) Other Program Updates
- G. Training and Preparedness – Division Chief Jordan Baker
 - 1) Training Report
 - 2) Wellness
- H. Fire Chief Report – Fire Chief Ed Mezulis
 - 1) Capital Project Updates
 - 2) Call Volume & Response Review
 - Incident Summary and Year-to-Date Comparison
 - Response Times
 - 3) Purchase Orders over \$10K



SEDONA FIRE DISTRICT

2860 Southwest Drive, Sedona, Arizona 86336
Telephone: (928) 282-6800 • FAX: (928) 282-6857
www.sedonafire.org

4. DISCUSSION/POSSIBLE ACTION

- A. Possible approval of the Station #4 construction project contract for Construction Manager at Risk (CMAR) services with CORE Construction.
- B. Possible approval of the Station #4 construction project contract for Architectural services with LEA Architects, LLC.

5. EXECUTIVE SESSION

- A. Possible vote to go into Executive Session for legal advice, pursuant to A.R.S. § 38-431.03(A)(3), and instructions to attorney, pursuant to A.R.S. § 38-431.03(A)(4), regarding the Station #4 construction project contract for CMAR services with CORE Construction.
- B. Possible vote to go into Executive Session for legal advice, pursuant to A.R.S. § 38-431.03(A)(3), and instructions to attorney, pursuant to A.R.S. § 38-431.03(A)(4), regarding the Station #4 construction project contract for Architectural services with LEA Architects, LLC.
- C. Executive Session for personnel matters, pursuant to A.R.S. § 38-431.03(A)(1), regarding the Fire Chief's evaluation and contract for services; legal advice, pursuant to A.R.S. § 38-431.03(A)(3), and instructions to attorney, pursuant to A.R.S. § 38-431.03(A)(4), regarding the same.
- D. Reconvene into public session.

6. DISCUSSION/POSSIBLE ACTION

- A. Possible approval of Chief Mezulis' evaluation and contract for services.

7. BOARD MEMBER UPDATES AND IDEAS FOR FUTURE MEETINGS

8. ADJOURNMENT

Signed by:

 D50EBA4E93AF422

9/10/2025

Corrie Cooperman, Board Clerk

Date

Posted by:

Date:

Time:



Sedona Fire District

2860 Southwest Drive, Sedona, Arizona 86336
Telephone: (928) 282-6800 FAX: (928) 282-6857

REGULAR BOARD MEETING

Station #1 • 2860 Southwest Drive • Sedona • Multi-purpose Room
Tuesday, August 19, 2025 • 3:00 PM

MINUTES

I. CALL TO ORDER/ROLL CALL

Pursuant to notice, a Regular Meeting of the Sedona Fire District (SFD) was called to order by Board Chair Helen McNeal at 3:04 PM on Tuesday, August 19, 2025. A quorum of the Board was present and the meeting, having been duly convened, proceeded with business.

A. Salute to the Flag of the United States of America and Moment of Silence to Honor all American Men and Women in Service to Our Country, Firefighters, and Police Officers

Ms. McNeal led the Pledge of Allegiance and requested a moment of silence for the 17 law enforcement officers and six firefighters who died nationwide since the last Board meeting.

B. Roll Call of Board Members

Board Present: Helen McNeal, Chair; Corrie Cooperman, Clerk; Diana Christensen, Lance Waldrop, Scott Springett, Members.

Others Present: Ed Mezulis, Fire Chief; Kirk Riddell, Deputy Fire Marshal; Jordan Baker, Division Chief; Gabe Buldra, JVG Director of Finance; Bill Whittington, Board Attorney; Christi Weigand, Recorder to the Fire Board; Tricia Greer, Acting Recorder to the Fire Board; Ellyse Deldin, Administrative Manager; Kris Ahern, Training Division Assistant (ASEA representative); David Rodriguez, Captain (IAFF L3690 representative); Josh Clunch, IT Systems Specialist; SFD staff, family, and friends present for staff recognition.

II. PRESENTATION OF AWARDS/STAFF RECOGNITION

Chief Mezulis presented pins to the 20-year staff members present, honored those who could not attend the meeting, and introduced the new employees.

A. 20 Years of Service

1. Kris Ahern, Training Division Assistant
2. Mark Beneitone, Captain/EMT
3. Keith Christofferson, Engineer/CEP/TRT
4. Keona Freeman, Human Resource Manager
5. Brent Johnson, Engineer/CEP/HRT
6. Eric Lewis, Battalion Chief
7. Joseph Pace, Firefighter/CEP
8. Michael Pace, Captain/CEP/TRT
9. Alfonso (Jon) Puyana, Firefighter/CEP
10. David Rodriguez, Captain/CEP
11. Josh Wells, Captain/CEP/TRT

B. New SFD Employees

1. Ellyse Deldin, Administrative Services Manager

2. Audrey Escobar, Administrative Clerk
3. Christi Weigand, Executive Assistant to the Fire Chief
4. John Wesbrock, Fire Inspector
5. Gwen Witherspoon, Human Resource Specialist

III. REGULAR BUSINESS MEETING

A. Public Forum:

1. Public Comments
2. Executive Staff Response to Public Comments

No members of the public requested to speak.

B. Consent Agenda – Discussion/Possible Actions:

1. July 8, 2025, Regular Meeting Minutes
2. July 14, 2025, Special Board Meeting Minutes
3. July 14, 2025, Executive Session Minutes (confidential)

Corrie Cooperman, Board Clerk, made the motion to approve the Consent Agenda, as presented and Member Waldrop seconded. There was no further discussion. The motion was passed unanimously.

C. Financial Report and Updates – Director of Finance Gabe Buldra

1. Discussion/Possible Action: Review and approval of June 2025 Finance Reports
2. Discussion/Possible Action: Review and approval of July 2025 Finance Reports

Mr. Buldra presented the June and July 2025 Finance Reports (see Board Packet).

June 2025 Financial Report

Mr. Buldra noted that tax levy revenue exceeded monthly projections. The year-to-date actuals were slightly behind, but less than 1% collection which is satisfactory. Non-levy revenue surpassed expectations, primarily driven by ambulance and wildland services. Budgetary expenses were reviewed noting what was under budget and variances.

After concluding the June 2025 financial summary, Mr. Buldra went over fiscal year (2025) financial activity. Fiscal year revenues were over budget attributed to ambulance, wildland, and investment earnings. Expenses were under budget by \$795K, driven by personnel, community, communication/IT, and managerial expenses. He emphasized that overall revenue was over budget and expenses under budget. The District expended ninety-seven percent of the budget with 3% unspent. Percentage of expenses year-to-date were recapped. Mr. Buldra concluded by expressing encouragement that the cash position increased by \$1.5M over the prior year. Despite ongoing expensive capital projects, asset growth from \$23.5M to \$26.8M and the cash position will aid funding for the capital projects. He further explained that liabilities are actually down approximately \$1M year-over-year.

July 2025 Financial Report

Mr. Buldra explained that July concluded \$21K over budget. He added that the collection of prior year levy generally occurs during the first three months of the fiscal year. Non-levy revenue was over budget, also driven by ambulance, wild land, and investment earnings. He discussed expenses, noting they are under budget by \$430K and a large personnel variance in the reporting due to Worker's Comp invoice timing. Budget expenditures were reviewed. Mr. Buldra pointed out that personnel is running higher and that it is uncommon to spend monies on projects the first month of the fiscal year. He further pointed out that wildland deployments also tend to drive up the District's personnel costs. Cash on hand increased, assets stayed up, and liabilities flattened out.

Ms. Cooperman moved to accept the financial reports for June and July 2025. Ms. McNeal seconded and the motion was passed unanimously.

D. Staff Items:

1. July 2025 Monthly Staff Report

- a. Operations Activities
- b. Significant Events
 - i. All-Hazard
 - ii. Emerging Issues
- c. Human Resources
 - i. Staffing
 - ii. Promotions
 - iii. Significant Issues
- d. Administration
 - i. News
 - ii. Upcoming Events

Chief Mezulis covered the Operational update, noting that Assistant Chief Coil was on the Washington fire and previously the Laguna fire. He explained that personnel have been actively engaged in wildfire assignments throughout the region. The Type 3 team recently returned and the Rapid Extraction Module (REM) is expected to return tomorrow from the Dragon Bravo Fire. At present, there are no outstanding resource orders. Resources supported the local Woods Fire which is now complete.

In addition to fire assignments, Assistant Chief Coil's primary focus this month has been onboarding new personnel. With many new faces joining the team, onboarding has been a significant effort. The team is also continuing to work collaboratively on policy development and the SharePoint rollout.

Ms. Cooperman inquired about the Woods Fire and how it was going. Chief Mezulis clarified that the Woods fire is concluded and reiterated the status of Assistant Chief Coil and the REM unit. He added that a recent Red Rock News article highlighted the work of both the REM and Woods fire resourcing.

2. Community Risk Reduction Activities – Interim Fire Marshal Kirk Riddell

- a. Inspection Activities
- b. Fire Investigations - none
- c. Notable Events

Deputy Fire Marshal (DFM) Kirk Riddell reported the Community Risk Reduction (CRR) division maintained an operational status quo. DFM Riddell explained that a new fire inspector started which will increase the completion of inspections. He advised there were no fire investigations last month.

DFM Riddell discussed IROL, a third-party compliance monitoring and reporting system for fire life safety inspections. He noted IROL pre-screening capabilities and deficiency reporting that eliminate the need for manual report review, thus improving efficiency. DFM Riddell thanked Brian Russell for his role in initiating IROL.

Station 1 and Station 3 participated in the First Responder Camp, a four-day event hosted by the City of Sedona and Sedona Police Department. Eighteen children, ages 8 to 14, attended where SFD crews provided insight into the fire lifestyle. The children received fire extinguisher training, experienced a mock EMS drill, and the event concluded with a vehicle display, which was well received—especially the ladder truck. The program was a success and is expected to expand next year, potentially splitting into multiple sessions based on age groups.

3. Operational Support – Division Chief Buzz Lechowski

- a. EMS Activities and Updates
- b. Fleet Activities and Updates
- c. Other program updates

Chief Mezulis covered the Operational Support update. He discussed Fleet updates, explaining operations are steady. Training and development are ongoing as a new employee is progressing to work independently, resulting in growing confidence and increasing capabilities within the team.

Four vehicles have been decommissioned and prepared for auction. New selling opportunities have emerged through fire truck remanufacturers. Chief Mezulis further reported that the manufacturer of the District's Type 1 fire engines provided updated pricing, noting an increase in cost from \$750,000 to just over \$1 million. However, build times have improved, decreasing from 48 months to 37 months, which is a positive development in terms of delivery timelines.

Chief Mezulis discussed enhanced tracking of ambulance mileage to address potential inaccuracies, occurring reportedly among private ambulance providers. A Verizon-hosted tracking solution is being evaluated in collaboration with IT. He noted that SFD is currently operating under a state waiver.

The District is also reassessing its approach to ambulance remounts and the introduction of a new ambulance to the fleet, to include reviewing alternative builders. Board Member Lance Waldrop asked if the District gets two to three uses out of a coach. Chief Mezulis explained that two remounts is best practice, also noting the consideration of mileage and technology upgrade. Mr. Waldrop discussed costs regarding remounts versus purchasing a new coach. Chief Mezulis clarified that an evaluation is underway.

Chief Mezulis covered EMS operational key points, e.g. inter-facility transfers, training partnerships, and a new internal committee initiative to improve policy and process. Notably, Medical Director Dr. Lotz, has joined internal committee efforts and is offering valuable insights that enhance operational decision-making.

Other key highlights discussed by Chief Mezulis included the expansion of the PS Tracks system, a new module to enhance narcotics tracking, local GIS group partnerships and operational streamlining efforts, and a GIS Summit to be hosted by SFD in October. Ms. McNeal asked if a date has been set for the GIS Summit. Chief Mezulis explained that an exact date has yet to be confirmed.

Chief Mezulis concluded by noting the CPR class revamp, Arizona Department of Health Services leadership impacts to operations, potential changes to Medicaid and Medicare, and the evaluation of the PulsePoint software.

4. Training and Preparedness – Division Chief Jordan Baker

- a. Training Report
- b. Wellness

Division Chief (DC) Jordan Baker reported on completed and upcoming training, noting computer-based training is prioritized in the summer months due to high outdoor temperatures. Currently, personnel are completing annual ISO and OSHA-required training. Additionally, venomous reptile training, led by Captain David Rodriguez, was recently completed by 10–15 individuals, including the district's three most recent hires. All floor personnel have now either completed or are close to completing this training. Captain Rodriguez was commended for formalizing and delivering such valuable training. DC Baker also reported that seven SFD personnel are attending State Fire School in early September with the goal to prepare them for the engineer's Spring assessment.

DC Baker discussed quarterly Blue Card training, which focuses on command and control during emergency incidents. Chief Lewis is currently the district's only certified Blue Card instructor. To support future sessions and assessment centers, one additional instructor will be certified in September and another in November.

DC Baker noted that SFD is hosting the Engineers Academy, scheduled for September 22–24. Seventeen individuals have applied—exceeding expectations—and the team is working to accommodate all applicants alongside four instructors.

The district recently completed functional movement screenings for operations personnel, supported by Solve Global, a Phoenix-based physical therapy organization included in the district's new health insurance package. Following the district's internal screening, 50 employees opted to participate in Solve Global's additional assessments. The organization provided a summary of common injury risks and recommended exercises to

address them. Solve Global is now collaborating with the district's Peer Fitness Committee, offering content for quarterly wellness newsletters and exploring opportunities for enhanced training for committee members. This partnership aims to improve injury prevention and overall wellness among staff.

DC Baker reported that the district has transitioned from using an external vendor to internal management of exercise equipment maintenance. A Peer Fitness Committee member now oversees preventative maintenance and repairs, allowing for faster response times and direct communication. This change has already proven beneficial, with recent repairs completed at Station 1.

DC Baker also noted that Solve Global offers individual support to employees at no cost. Staff can contact the organization directly for guidance on physical concerns, such as shoulder pain or mobility issues, and receive personalized care through in-person or virtual visits. Additionally, Solve Global sends biweekly wellness emails that prompt self-checks and follow-ups, helping staff stay proactive about their health.

5. Fire Chief Report – Fire Chief Ed Mezulis

- a. Call Volume & Response Review
 - i. Incident Summary and Comparison
 - ii. Response Times
 - iii. Purchase Orders over \$10K
 - iv. Thank you letter from the Pine Flats Property Owners' Association – Donated \$500 for wildland fire expenses

Chief Mezulis reviewed the Fire Chief report (see Board packet), commending DFM Riddell for monitoring and his efforts in tracking and mitigating false alarms. He briefly covered possibilities for AI integration in dispatch, the District meeting response time industry standards, and how unit travel times can enhance informed decisions. He concluded by discussing EMS response and EMS ambulance road time, pointing out the importance of monitoring the latter. Chief Mezulis discussed the nuances of the data and how it might be used to determine if another ambulance is needed.

IV. DISCUSSION/POSSIBLE ACTION:

A. Memorandum of Understanding for Administrative and Support Employee Association (ASEA)

Chief Mezulis briefed the Board, stating the Memorandum of Understanding (MOU) process was collaborative this year. The goals of labor leadership and Chief Mezulis were to maintain SFD's position as an attractive organization to work for, one that promotes recruitment and retention, is competitive, and supports membership. He emphasized that the totality of the agreed-upon changes to benefits and wages meets the above-mentioned goals. Succession planning was also heavily discussed, noting the number of employees reaching 20 years of service and that most of the executive team is within five years of retirement. Future goals include efforts to prepare operational and non-operational staff for enhanced opportunities to achieve the next level.

Chief Mezulis summarized the ASEA MOU changes:

- evaluated industry sick and vacation leave accrual rates;
- adjusted (rates) upward for administrative staff;
- modified office hours;
- increased uniform allowance;
- increased gym membership allowance; and
- included physical training time per week.

The MOU was cleaned up to include formatting and removing specific references to the Employee Handbook.

Ms. McNeal asked if there were questions regarding the ASEA MOU. There were no questions.

Ms. McNeal moved to approve the ASEA MOU, for the period from July 1, 2025, through June 30, 2027. Ms. Cooperman seconded the motion. The motion was passed unanimously by the Board.

B. Memorandum of Understanding for IAFF Local 3690 Sedona Chapter

Chief Mezulis briefed the Board on the changes to the IAFF Local 3690 MOU:

- eliminated references to specific employee handbook policy;
- sick leave adjustment based on industry analysis;
- adjusted the paramedic stipend;
- stipend for technical rescue team members; and
- a “to be determined” addition for specialty instructors.

Chief Mezulis also discussed RBOs, given the new healthcare provider change last year. He provided insight into the worker’s compensation and similar PFFA trust models, pointing out how such models are advantageous for the fire districts, e.g. more nimble, less shareholders, and cost reduction. Chief Mezulis expanded on RBOs for insurance and a potentially new Captain II position. He emphasized the importance of recognizing internal talent and working towards an organization employees will want to work for in 20 years.

Ms. McNeal asked if there were questions regarding the IAFF Local 3690 MOU. Ms. Cooperman commented on all of the work effort put into both MOUs. She further noted the Chief and staff’s involvement in the creation process and keeping employees safe. Ms. Cooperman thanked all involved in the process. Chief Mezulis thanked the Board in turn. Mr. Waldrop expressed gratitude for the succession planning efforts and the collaboration with Labor. He further noted the importance of inspiring, coaching, and nurturing new leaders.

Ms. McNeal moved to approve the MOU for the IAFF L3690, Sedona Chapter, for the Sedona Fire District. Ms. Cooperman seconded the motion. The motion was passed unanimously by the Board.

Ms. McNeal recognized value and pride regarding work and collaboration efforts. She further expressed thanks for the MOUs.

C. Authorize the Fire Chief to initiate action to divide District-owned property, located at Station 4 on Jordan Road in Coconino County, and take all necessary actions to prepare said property for public surplus sale pursuant to A.R.S. § 48-805(B)(18), including contracting with professional services and engaging in a legal public sale process.

Ms. McNeal pointed out a typo in the agenda. The Discussion/Possible Action item should be amended to Forest Road.

Chief Mezulis discussed the property evaluation, future needs assessment, bidding, and the attempts made to work with the City to sever and transfer it. He added that the City was not interested, and private investors have recently solicited information regarding the property. Chief Mezulis proposed Board authorization to take the necessary steps to prepare the property to be surplus and later vote on designating it as surplus at a future Board meeting. This would include surveying the property, requesting a parcel number assignment from the County, and publishing it in the newspaper to go to public auction. He further noted that interested buyers have stated that current lease agreements would be honored and this process could help with Station 4 cost recovery. Chief Mezulis discussed the auction information and future need for the Board’s direction as to the amount to start the auction at, e.g. full appraised value or at 75% of appraised value. He noted maximum is 75% of appraised value of what the District can go down to.

Board Member Christensen asked what the appraised value is. Chief Mezulis stated he believes it is approximately \$480K and that he will verify it.

Mr. Waldrop asked the amount of money the City compensates the District on the lease contract. Chief Mezulis reported it is \$2,750.00 annually.

Ms. Cooperman asked for the timeline for parcel separation, if approved by the Board, given that there are interested investors.

Chief Mezulis clarified that anyone can bid on the property and those that have expressed interest must understand this is not a quick process, to include the County's process and timelines. The County's process and timing is unknown.

Ms. McNeal entertained a motion to authorize the Chief to initiate action to divide the district owned property located at Station 4 on Forest Rd., in Coconino County, and take all necessary actions to prepare said property for public service sale pursuant to A.R.S. § 48-805(B)(18), including contracting with professional services and engaging in a legal public sale process.

Ms. Cooperman asked if the Board is also approving engaging in the sale process to prepare. Chief Mezulis clarified that his interpretation is that the first step is for him to bring to the Board the proposal to surplus the property.

Ms. Christensen asked if the Board is required to sell the property if a vote occurred. Chief Mezulis clarified that the current intention is to make it available for sale, then voting to make it surplus, then a bidding process.

Ms. McNeal asked if there were questions.

Ms. Christensen asked if the Board is required to accept the bids. Mr. Whittington stated that the Board could reserve any amount they want, assuming at least 75%.

Ms. McNeal asked if there were any more questions. There were no more questions.

Ms. McNeal asked for a second on the motion. Mr. Waldrop seconded the motion. The motion was passed unanimously by the Board.

D. Update on public inquiry regarding electric vehicle (EV) powering at SFD stations.

Ms. McNeal provided an update regarding an inquiry about employees plugging Teslas into fire stations and using power, as it could be considered a misappropriation of public funds. Ms. McNeal also noted that the District was unsuccessful to date, in obtaining grants to purchase chargers.

Chief Mezulis conducted a comprehensive review, and as a solution, individuals will be charged a \$350.00 annual fee, to be charged \$175.00 every six months via a payroll deduction. The monies will be deposited into the General Fund from which the APS bill is paid.

Ms. McNeal stated that she really wanted to make sure the Board was aware of this and the District would seek funding for purchasing chargers that would be publicly available, so there is no question about the use of power for charging at SFD stations.

Ms. Christensen asked how the figure was obtained. Chief Mezulis explained that the amount was derived by considering current meter charges of \$0.12/kW at a 100-volt Station circuit and usage for 48 hours. He further discussed potential future charger purchases and consolidating APS accounts. The above-mentioned solution is a stop gap until future charger installation can occur.

Ms. McNeal asked if there were any questions. There were no questions.

V. BOARD MEMBER UPDATES AND IDEAS FOR FUTURE MEETINGS

Ms. McNeal asked for ideas for future meetings or if there were Board member updates.

Mr. Waldrop provided an update on his exploration of tactical electric vehicles, noting he saw a demonstration at last month's conference in Glendale. He said he will provide a full report. Chief Mezulis noted that it may add value to fire District's command vehicle needs, EV technology is improving, and the importance of having a solid knowledge base. Mr. Waldrop stated that he wants operations to be in front of this.

Ms. Christensen discussed the recent fire that broke out two miles from her home. She further explained that she received numerous calls, noted that communication seemed convoluted, and individuals did not know about the fire. She noted the Red Rock News and a small, local school board member were steady sources while the

County communications are not always clear. She encouraged more conversation as to how we (SFD) can influence that, noting that SFD gets painted with the same brush and it is a negative reflection on the fire service overall, as communications could improve. Chief Mezulis commented that concerns were identified and SFD personnel were only strategic observers (on this fire). He further stated he has identified opportunities to better assist the county in their communications and there are plans to meet with them. The SFD front office staff were thanked by the Chief for their communication efforts during the fire. Ms. Christensen stated that this is a good opportunity to take a visible leadership position in improving communications locally.

Ms. McNeal expressed thanks to Christi (Weigand, Executive Assistant to the Fire Chief), for providing the MOUs and other documentation. She further requested that she provide the Board members with copies of the new, finalized budget.

Ms. McNeal also noted that she wanted to ensure the Board members received the information about the State of the County meeting on September 16th, which is the same day as the Regular Board meeting. She suggested that the Board Meeting be changed to start at 4:30 PM to give everyone enough time to travel back from Prescott. All agreed to the time change.

Ms. McNeal further noted Nikki Check's Townhall meeting on September 10th at Station 3 and the September 11th ceremony and pancake breakfast at Station #6. Chief Mezulis noted that next year will be a bigger 9/11 celebration in remembrance of the 25th anniversary.

VI. EXECUTIVE SESSION

A. Possible Vote to go into Executive Session on personnel matters pursuant to A.R.S. § 38-431.03(A)(1) in regards to the Fire Chief's evaluation and legal advice pursuant to A.R.S. § 38-431.03(A)(3) and instructions to attorney pursuant to A.R.S. § 38-431.03(A)(4) regarding the same.

Ms. McNeal moved to go into Executive Session on personnel matters pursuant to A.R.S. § 38-431.03(A)(1), in regards to the Fire Chief's evaluation and legal advice pursuant to A.R.S. § 38-431.03(A)(3) and instructions to the attorney pursuant to A.R.S. § 38-431.03(A)(4) regarding the same. Mr. Waldrop seconded, and the motion was passed unanimously.

Executive Session began at 4:54 PM.

B. RECONVENE INTO PUBLIC SESSION

The Public Session was reconvened at 5:04 PM. No further action was required.

VII. ADJOURNMENT

The meeting was then adjourned at 5:04 PM.

Corrie Cooperman, Board Clerk



Sedona Fire District Monthly Financial Report

Monthly Financial Report – August 2025

Attached are the following for your information and review:

1. Balance Sheet as of August 31, 2025.
2. Summary of reconciled cash balances on August 31, 2025.
3. Income Statement of Revenues and Expenditures for August 2025, including budget to actual and year-to-date balances.
4. Graphs for August 2025.
5. Fixed Asset Additions and Disposals Schedule FY26.
6. Monthly Disbursement Report.
7. 12-Month Cash Flow.

Key points:

- Total Revenue for August is \$487,128, which is \$121,563 over budget.
 - Tax Revenue for August is \$45,163, which is \$12,209 over budget.
 - Non-Tax Revenue for August is \$441,945 which is \$109,354 over budget.
 - Ambulance revenue is over budget by \$75,867.
 - Interest revenue is over budget by \$53,093.
- Total Expense for August is \$1,670,175, which is \$125,341 under budget.
 - Personnel Costs are under budget \$33,001, driven by lower than anticipated wages and associated benefit costs.
 - Vehicles & Equipment is under budget \$18,881, driven by lower fuel consumption & timing of PPE and Firefighting equipment purchases.
 - Managerial cost is under budget \$28,982, driven by lower payments towards outside professional services.
- Total Revenue Year-to-Date is \$1,184,257, which is over budget by \$399,662.
- Total Expenses Year-to-Date are \$3,928,190, which is \$285,742 under budget.

Please contact the Finance Director with any questions or concerns regarding this report.

Sedona Fire District Balance Sheet As of August 31, 2025

	Aug 31, 25	Aug 31, 24	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1010 · Capital Reserves Fund	13,164,970.20	4,887,587.23	8,277,382.97
1050 · Chase - Operating Account	506,162.66	292,943.22	213,219.44
1060 · Chase - Payroll Account	874,849.64	683,353.39	191,496.25
1070 · County General Fund	1,823,487.09	9,738,282.60	-7,914,795.51
Total Checking/Savings	16,369,469.59	15,602,166.44	767,303.15
Accounts Receivable			
1200 · Accounts Receivable*	47,355.83	6,082.63	41,273.20
1202 · Ambulance Billings Receivable	417,800.61	417,800.61	0.00
1206 · Property Tax - Receivable	274,016.85	274,016.85	0.00
1208 · Grant Receivable	3,347.75	0.00	3,347.75
1270 · Lease Receivables	677,198.00	677,198.00	0.00
Total Accounts Receivable	1,419,719.04	1,375,098.09	44,620.95
Other Current Assets			
1320 · Prepaid Expenses	190,676.92	40,578.81	150,098.11
Total Other Current Assets	190,676.92	40,578.81	150,098.11
Total Current Assets	17,979,865.55	17,017,843.34	962,022.21
Fixed Assets			
1400 · Accumulated Depreciation	-16,266,298.67	-16,266,298.67	0.00
1410 · Building and Other Improvements	9,926,964.90	9,419,074.30	507,890.60
1411 · Construction in Progress	15,124.61	10,083.07	5,041.54
1412 · Furniture and Equipment	7,330,333.70	7,253,041.63	77,292.07
1413 · Land	4,284,578.48	2,054,578.48	2,230,000.00
1414 · Vehicles	8,408,970.00	7,722,775.63	686,194.37
1450 · CIP	1,598,474.90	1,598,474.90	0.00
1470 · Right to Use Asset			
1401 · Accum Depreci- Right to Use	-92,998.00	-92,998.00	0.00
1470 · Right to Use Asset - Other	119,624.00	119,624.00	0.00
Total 1470 · Right to Use Asset	26,626.00	26,626.00	0.00
Total Fixed Assets	15,324,773.92	11,818,355.34	3,506,418.58
Other Assets			
1500 · Defer Outflows of Rsrcs - ASRS	167,808.00	167,808.00	0.00
1510 · Defer Outflows of Rsrcs - PSPRS	9,027,233.00	9,027,233.00	0.00
1515 · Defer Outflows Rsrcs PSPRS Tr 3	388,283.00	388,283.00	0.00
1520 · Defer Outflows - PSPRS OPEB	120,568.00	120,568.00	0.00
1525 · Defer Outflows PSPRS OPEB Tr 3	5,880.00	5,880.00	0.00
1530 · Defer Outflows - ASRS OPEB	8,439.00	8,439.00	0.00
1540 · Risk Pool Capitalization	231,080.00	231,080.00	0.00
1815 · Net Pension Asset - PSPRS Tr 3	51,105.00	51,105.00	0.00
1825 · Net Pension Asset PSPRS OPEB	11,446.00	11,446.00	0.00
1830 · Net Pension Asset ASRS OPEB	40,926.00	40,926.00	0.00
Total Other Assets	10,052,768.00	10,052,768.00	0.00
TOTAL ASSETS	43,357,407.47	38,888,966.68	4,468,440.79
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	268,765.46	67,208.63	201,556.83
Total Accounts Payable	268,765.46	67,208.63	201,556.83

Sedona Fire District
Balance Sheet
As of August 31, 2025

	Aug 31, 25	Aug 31, 24	\$ Change
Credit Cards			
2003 · National Bank of Arizona Credit	28,844.84	48,338.09	-19,493.25
Total Credit Cards	28,844.84	48,338.09	-19,493.25
Other Current Liabilities			
2010 · Accrued Employee Leave	1,699,307.69	1,719,680.90	-20,373.21
2011 · Accrued Payroll	313,580.31	313,580.31	0.00
2014 · Defer Inflows of Rsrcs - ASRS	167,731.00	167,731.00	0.00
2015 · Defer Inflows of Rsrcs - PSPRS	1,397,093.00	1,397,093.00	0.00
2021 · Payroll Liabilities	0.00	-22.50	22.50
2022 · Retirement Payable	30,690.67	142,208.79	-111,518.12
2049 · Defer Inflows of Rsrcs PSPRS T3	9,611.00	9,611.00	0.00
2050 · Defer Inflows OPEB PSPRS	88,115.00	88,115.00	0.00
2051 · Defer Inflows OPEB ASRS	21,151.00	21,151.00	0.00
2054 · Defer Inflows PSPRS OPEB TR3	571.00	571.00	0.00
2070 · Defer Inflow related to Leases	638,122.00	638,122.00	0.00
Total Other Current Liabilities	4,365,972.67	4,497,841.50	-131,868.83
Total Current Liabilities	4,663,582.97	4,613,388.22	50,194.75
Long Term Liabilities			
2052 · Net Pension Liab OPEB PSPRS	208,845.00	208,845.00	0.00
2053 · Net Pension Liab OPEB ASRS	980.00	980.00	0.00
2201 · Net Pension Liability - ASRS	1,197,427.00	1,197,427.00	0.00
2202 · Net Pension Liability - PSPRS	26,875,394.00	26,875,394.00	0.00
2270 · Lease Liability	88,208.00	88,208.00	0.00
Total Long Term Liabilities	28,370,854.00	28,370,854.00	0.00
Total Liabilities	33,034,436.97	32,984,242.22	50,194.75
Equity			
3000 · Opening Balance Equity	5,149,965.20	5,149,965.20	0.00
3010 · Fund Balance	-2,425,262.92	-2,425,262.92	0.00
3200 · Unrestricted Net Assets	10,342,200.83	6,208,070.48	4,134,130.35
Net Income	-2,743,932.61	-3,028,048.30	284,115.69
Total Equity	10,322,970.50	5,904,724.46	4,418,246.04
TOTAL LIABILITIES & EQUITY	43,357,407.47	38,888,966.68	4,468,440.79

Sedona Fire District
Summary of Reconciled Cash Balances
 Period Ending 08/31/2025

	County General Fund	Capital Reserves	Chase Operating Account	Chase Payroll Account
	<u>8/31/2025</u>	<u>8/31/2025</u>	<u>8/31/2025</u>	<u>8/31/2025</u>
Beginning Balance	6,197,072.68	9,622,484.77	1,496,579.64	523,680.93
Cleared Transactions				
Checks and Payments	(4,472,590.39)	-	(2,296,459.79)	(1,448,831.29)
Deposits and Credits	116,659.47	3,542,485.43	1,304,633.17	1,800,000.00
Total Cleared Transactions	<u>(4,355,930.92)</u>	<u>3,542,485.43</u>	<u>(991,826.62)</u>	<u>351,168.71</u>
Cleared Balance	<u>1,841,141.76</u>	<u>13,164,970.20</u>	<u>504,753.02</u>	<u>874,849.64</u>
Uncleared Transactions				
Checks and Payments	(33,842.39)	-	(175.00)	-
Deposits and Credits	16,187.72	-	1,584.64	-
Total Uncleared Transactions	<u>(17,654.67)</u>	<u>-</u>	<u>1,409.64</u>	<u>-</u>
Register Balance as of 08/31/2025	<u>1,823,487.09</u>	<u>13,164,970.20</u>	<u>506,162.66</u>	<u>874,849.64</u>

Sedona Fire District Profit & Loss Budget Performance August 2025

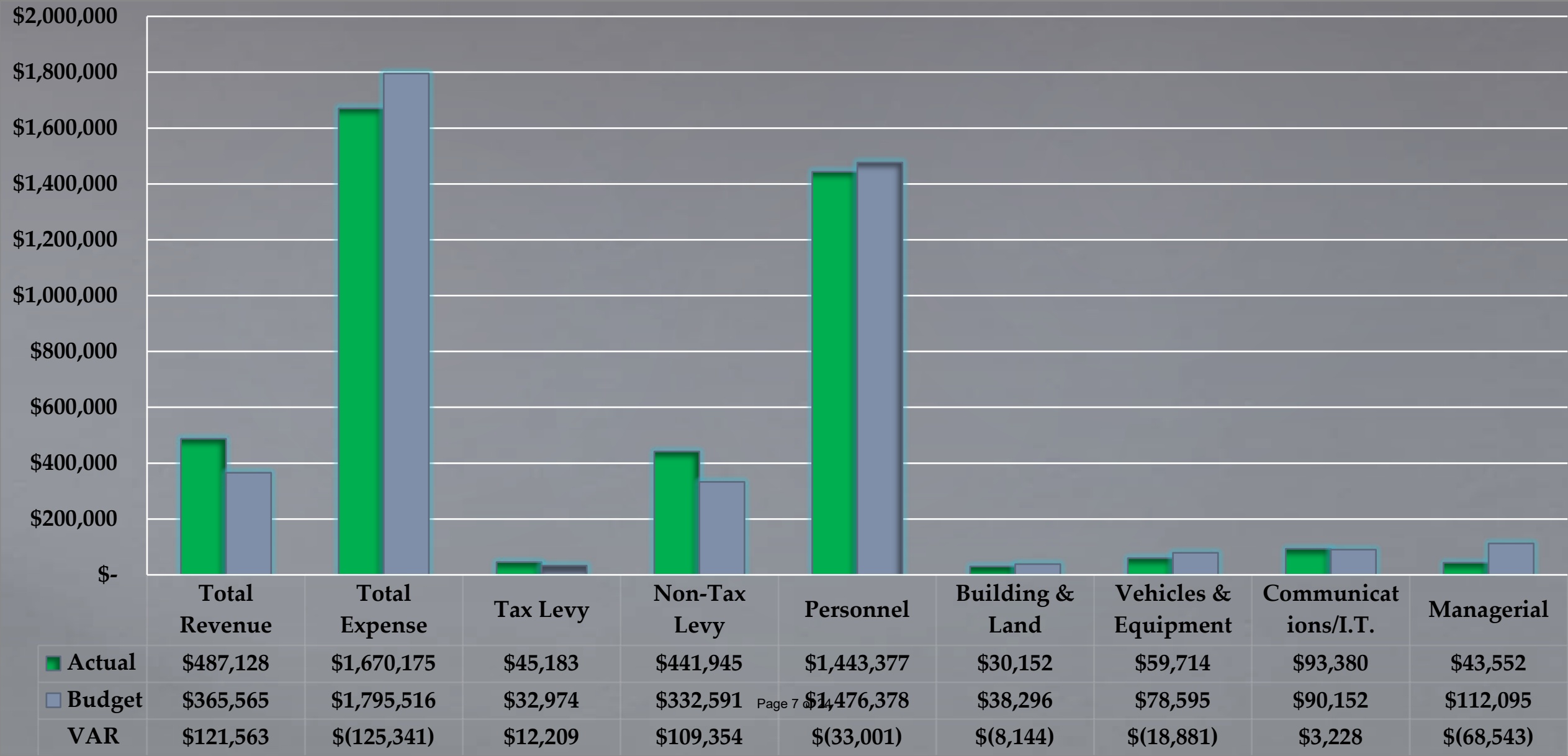
	Aug 25	Budget	\$ Over Budget	Jul - Aug 25	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
4001 · Tax Levy Revenue	45,182.69	32,974.00	12,208.69	153,148.48	119,413.00	33,735.48	22,460,244.00
4100 · Non-Tax Levy Revenue	441,945.26	332,591.00	109,354.26	1,031,108.97	665,182.00	365,926.97	3,591,086.00
Total Income	487,127.95	365,565.00	121,562.95	1,184,257.45	784,595.00	399,662.45	26,051,330.00
Gross Profit	487,127.95	365,565.00	121,562.95	1,184,257.45	784,595.00	399,662.45	26,051,330.00
Expense							
5001 · Personnel Cost	1,443,377.33	1,476,378.00	-33,000.67	3,416,044.47	3,536,906.00	-120,861.53	19,925,959.00
6001 · Building & Land	30,152.30	38,296.00	-8,143.70	64,932.56	76,592.00	-11,659.44	459,550.00
6101 · Vehicles & Equipment	59,713.76	78,595.00	-18,881.24	106,741.83	157,190.00	-50,448.17	943,109.00
6300 · Communications	93,379.72	90,152.00	3,227.72	168,641.43	180,304.00	-11,662.57	1,081,804.00
6401 · Meetings, Travel & Training	12,470.93	52,032.00	-39,561.07	52,795.72	104,064.00	-51,268.28	551,846.00
7001 · Managerial Cost	31,081.23	60,063.00	-28,981.77	119,034.05	158,876.00	-39,841.95	875,737.00
8001 · Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	1,670,175.27	1,795,516.00	-125,340.73	3,928,190.06	4,213,932.00	-285,741.94	23,838,005.00
Net Ordinary Income	-1,183,047.32	-1,429,951.00	246,903.68	-2,743,932.61	-3,429,337.00	685,404.39	2,213,325.00
Net Income	<u>-1,183,047.32</u>	<u>-1,429,951.00</u>	<u>246,903.68</u>	<u>-2,743,932.61</u>	<u>-3,429,337.00</u>	<u>685,404.39</u>	<u>2,213,325.00</u>

Financial Report

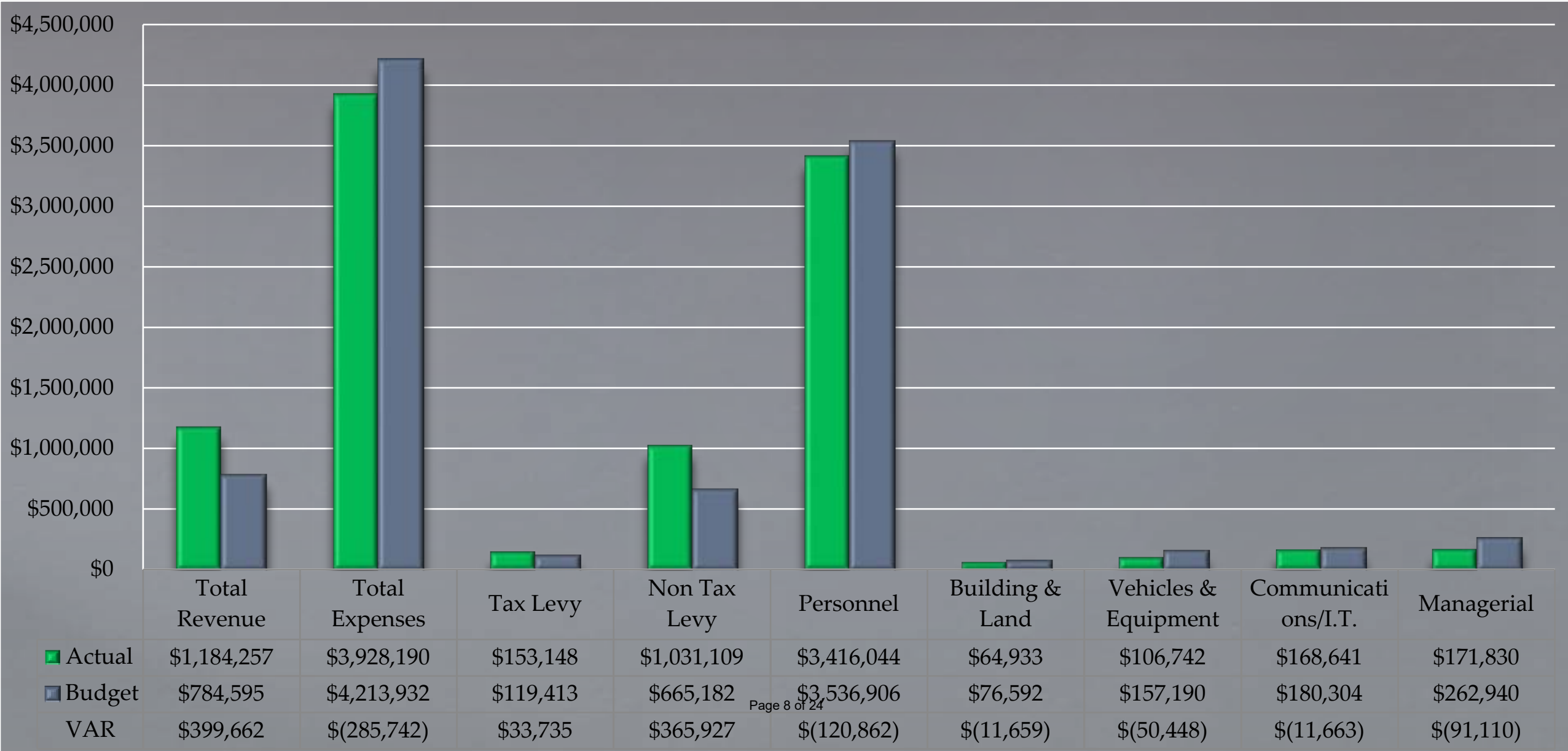
August 2025



August 2025

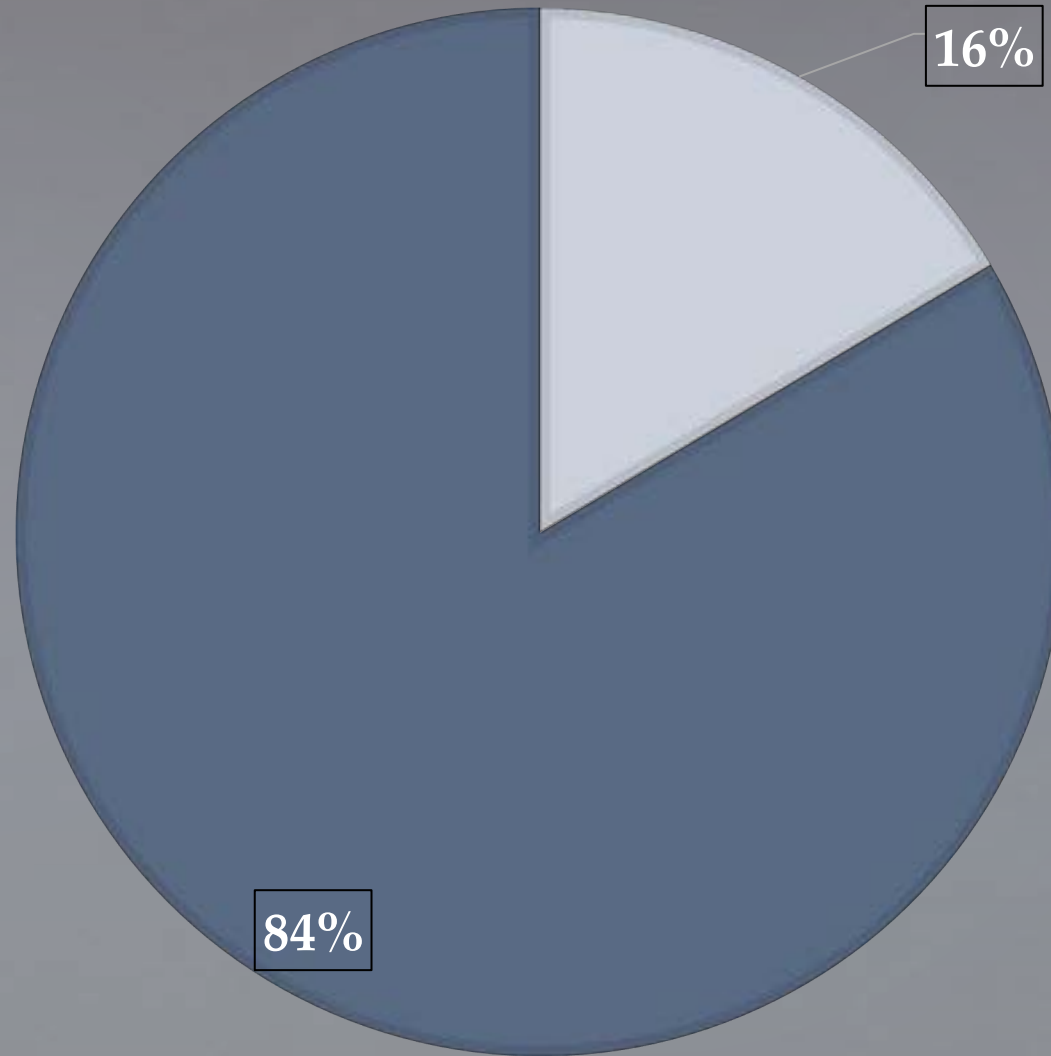


Fiscal Year to Date Budget to Actual



YEAR TO DATE EXPENSES AS PERCENTAGE OF BUDGET

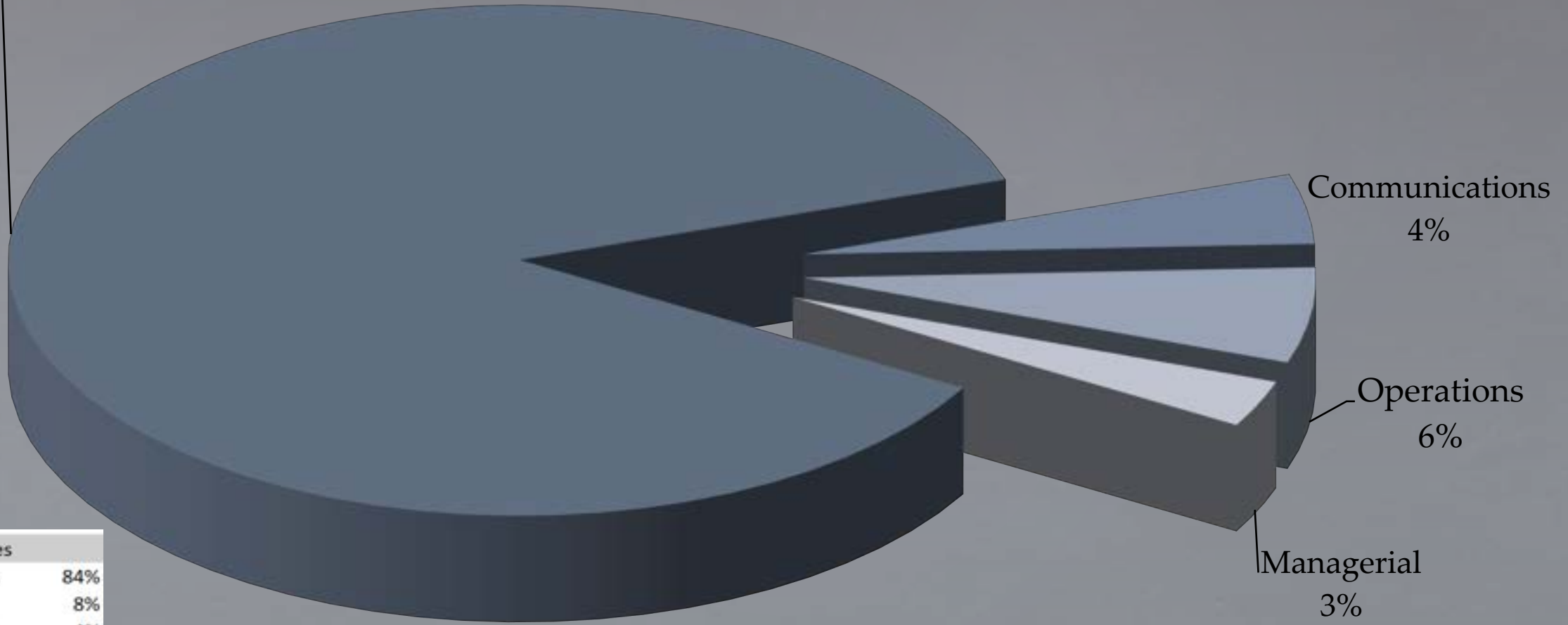
Actual YTD Budget Remaining



Percentage of Expenses Year to Date

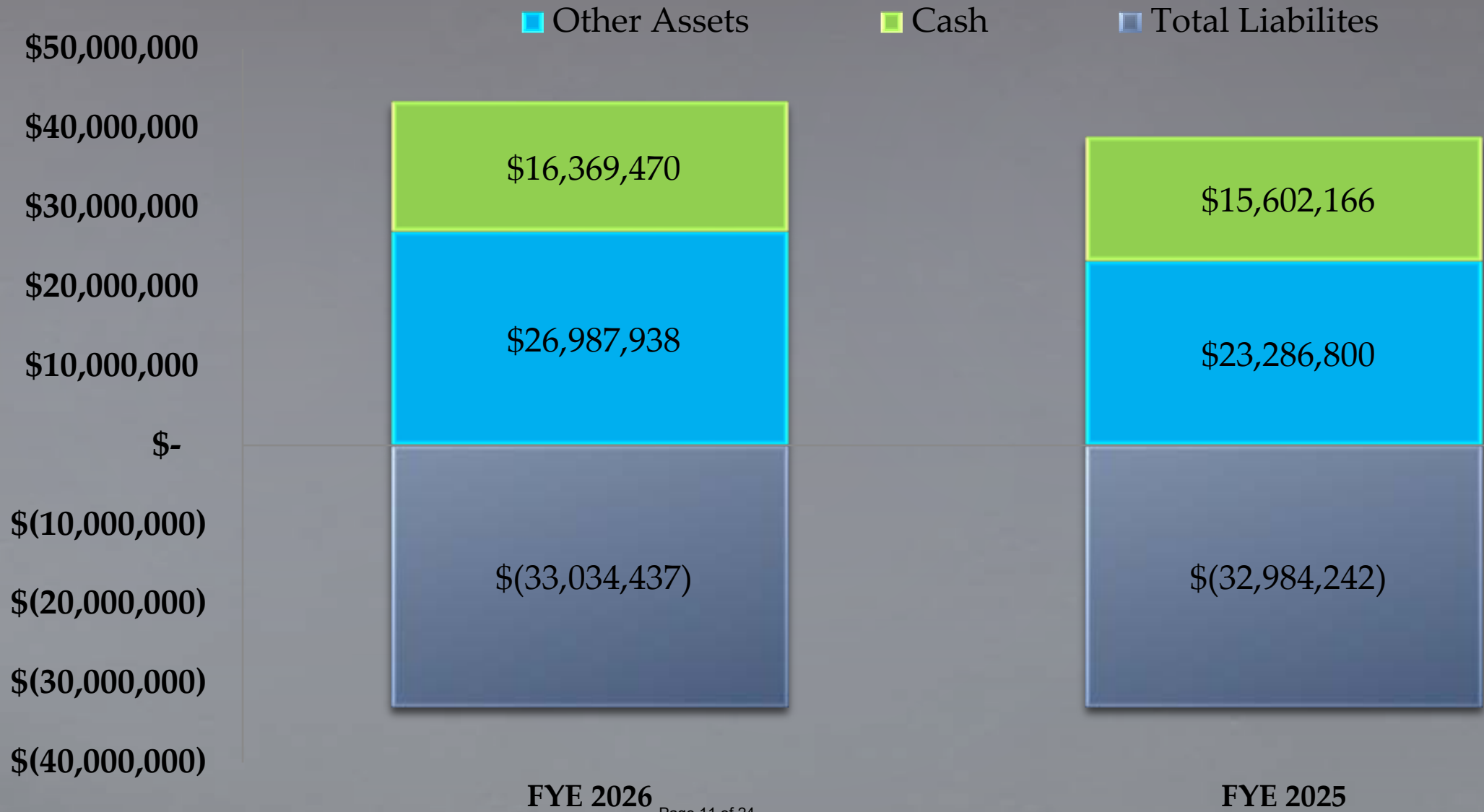
Personnel

87%



Function Expenses	
Salaries & Wages	84%
Operations	8%
Communications	4%
Managerial	4%

Cash Position



Recorded Fixed Asset purchases:

Account Number	Account Name	Amount	Description of Asset
1410	Buildings and Other Improvements	\$57,090.91	Installations of New AC units at Station 1
1410	Buildings and Other Improvements	\$23,208.80	New AC unit splits for Station 6
	TOTAL	\$80,299.71	

Recorded Fixed Asset Disposals:

Account Number	Account Name	Amount	Description of Asset

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
1000 - Bill.com Money Out Clearing								
Bill Pmt -Check	08/01/2025	Bill.c...	American Heart Associ...	https://app01.us.bill.com/Bill...	2000 · Acco...		376.62	-376.62
Bill Pmt -Check	08/01/2025	Bill.c...	ZebraScapes Landscap...	https://app01.us.bill.com/Bill...	2000 · Acco...		2,682.43	-3,059.05
Bill Pmt -Check	08/01/2025	Bill.c...	COCONINO AUTO SU...	https://app01.us.bill.com/Bill...	2000 · Acco...		24.52	-3,083.57
Bill Pmt -Check	08/01/2025	Bill.c...	Rhinehart Oil Co., LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		2,344.86	-5,428.43
Bill Pmt -Check	08/01/2025	Bill.c...	Boyle Pecharich Cline ...	https://app01.us.bill.com/Bill...	2000 · Acco...		9,506.85	-14,935.28
Bill Pmt -Check	08/01/2025	Bill.c...	The Home Depot	https://app01.us.bill.com/Bill...	2000 · Acco...		2,476.45	-17,411.73
Bill Pmt -Check	08/01/2025	Bill.c...	Hale's Roofing LLC	VOID: https://app01.us.bill.c...	2000 · Acco...	0.00		-17,411.73
Bill Pmt -Check	08/01/2025	Bill.c...	American Heart Associ...	https://app01.us.bill.com/Bill...	2000 · Acco...		941.56	-18,353.29
Bill Pmt -Check	08/01/2025	Bill.c...	PRUDENTIAL OVERA...	https://app01.us.bill.com/Bill...	2000 · Acco...		58.51	-18,411.80
Bill Pmt -Check	08/01/2025	Bill.c...	HUGHES FIRE EQUI...	https://app01.us.bill.com/Bill...	2000 · Acco...		888.28	-19,300.08
Bill Pmt -Check	08/01/2025	Bill.c...	Brian Russell	https://app01.us.bill.com/Bill...	2000 · Acco...		627.00	-19,927.08
Bill Pmt -Check	08/01/2025	Bill.c...	The Hvac Company	https://app01.us.bill.com/Bill...	2000 · Acco...		736.48	-20,663.56
Bill Pmt -Check	08/01/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		135.60	-20,799.16
Bill Pmt -Check	08/01/2025	Bill.c...	Staples	https://app01.us.bill.com/Bill...	2000 · Acco...		203.99	-21,003.15
Bill Pmt -Check	08/01/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		114.16	-21,117.31
Bill Pmt -Check	08/01/2025	Bill.c...	Life & Property Safety,...	https://app01.us.bill.com/Bill...	2000 · Acco...		895.90	-22,013.21
Bill Pmt -Check	08/01/2025	Bill.c...	INTERSTATE BILLIN...	https://app01.us.bill.com/Bill...	2000 · Acco...		121.09	-22,134.30
Bill Pmt -Check	08/01/2025	Bill.c...	CITY OF COTTONWO...	https://app01.us.bill.com/Bill...	2000 · Acco...		28,968.42	-51,102.72
Bill Pmt -Check	08/01/2025	Bill.c...	Corporate Billings, LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		99.96	-51,202.68
Bill Pmt -Check	08/01/2025	Bill.c...	JC's Plumbing LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		350.00	-51,552.68
Bill Pmt -Check	08/01/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		65.84	-51,618.52
General Journal	08/01/2025	2024...		BILL 08/01/25 Payables Fun...	1050 · Chas...	55,528.14		3,909.62
Bill Pmt -Check	08/04/2025	Bill.c...	First Due	https://app01.us.bill.com/Bill...	2000 · Acco...		5,550.00	-1,640.38
General Journal	08/04/2025	2024...		BILL 08/04/25 Payables Fun...	1050 · Chas...	5,550.00		3,909.62
Bill Pmt -Check	08/08/2025	Bill.c...	American Heart Associ...	https://app01.us.bill.com/Bill...	2000 · Acco...		2,842.69	1,066.93
Bill Pmt -Check	08/08/2025	Bill.c...	Sedona-Oak Creek Air...	https://app01.us.bill.com/Bill...	2000 · Acco...		2,000.00	-933.07
Bill Pmt -Check	08/08/2025	Bill.c...	HingePoint	https://app01.us.bill.com/Bill...	2000 · Acco...		1,450.00	-2,383.07
Bill Pmt -Check	08/08/2025	Bill.c...	XEROX FINANCIAL S...	https://app01.us.bill.com/Bill...	2000 · Acco...		972.73	-3,355.80
Bill Pmt -Check	08/08/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		28.29	-3,384.09
Bill Pmt -Check	08/08/2025	Bill.c...	HENRY SCHEIN, INC	https://app01.us.bill.com/Bill...	2000 · Acco...		154.39	-3,538.48
Bill Pmt -Check	08/08/2025	Bill.c...	JON DAVIS	https://app01.us.bill.com/Bill...	2000 · Acco...		2,898.63	-6,437.11
Bill Pmt -Check	08/08/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		96.04	-6,533.15
Bill Pmt -Check	08/08/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		31.16	-6,564.31
Bill Pmt -Check	08/08/2025	Bill.c...	United Arizona Firefigh...	https://app01.us.bill.com/Bill...	2000 · Acco...		116,175.51	-122,739.82
Bill Pmt -Check	08/08/2025	Bill.c...	Rossman Enterprises I...	https://app01.us.bill.com/Bill...	2000 · Acco...		4,405.78	-127,145.60
Bill Pmt -Check	08/08/2025	Bill.c...	Xerox Business Soluti...	https://app01.us.bill.com/Bill...	2000 · Acco...		344.06	-127,489.66
Bill Pmt -Check	08/08/2025	Bill.c...	MERIT TECHNOLOG...	https://app01.us.bill.com/Bill...	2000 · Acco...		8,581.25	-136,070.91
Bill Pmt -Check	08/08/2025	Bill.c...	MERIT TECHNOLOG...	https://app01.us.bill.com/Bill...	2000 · Acco...		4,422.94	-140,493.85
Bill Pmt -Check	08/08/2025	Bill.c...	Rossman Enterprises I...	https://app01.us.bill.com/Bill...	2000 · Acco...		3,496.45	-143,990.30
Bill Pmt -Check	08/08/2025	Bill.c...	MERIT TECHNOLOG...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,634.57	-145,624.87
Bill Pmt -Check	08/08/2025	Bill.c...	Deluxe	https://app01.us.bill.com/Bill...	2000 · Acco...		404.27	-146,029.14
Bill Pmt -Check	08/08/2025	Bill.c...	Lenovo Inc	https://app01.us.bill.com/Bill...	2000 · Acco...		1,812.80	-147,841.94
Bill Pmt -Check	08/08/2025	Bill.c...	Cultural Sponge, LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		682.50	-148,524.44
Bill Pmt -Check	08/08/2025	Bill.c...	INTERSTATE BATTE...	https://app01.us.bill.com/Bill...	2000 · Acco...		160.19	-148,684.63
Bill Pmt -Check	08/08/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		100.69	-148,785.32
Bill Pmt -Check	08/08/2025	Bill.c...	DAVID R HUNT	https://app01.us.bill.com/Bill...	2000 · Acco...		987.34	-149,772.66
Bill Pmt -Check	08/08/2025	Bill.c...	DIVERSIFIED INSPE...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,508.00	-151,280.66
Bill Pmt -Check	08/08/2025	Bill.c...	Waste Management	https://app01.us.bill.com/Bill...	2000 · Acco...		222.81	-151,503.47

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Bill Pmt -Check	08/08/2025	Bill.c...	INTERSTATE BATTE...	https://app01.us.bill.com/Bill...	2000 · Acco...		160.19	-151,663.66
Bill Pmt -Check	08/08/2025	Bill.c...	RWC INTERNATIONAL	https://app01.us.bill.com/Bill...	2000 · Acco...		126.95	-151,790.61
Bill Pmt -Check	08/08/2025	Bill.c...	Handtevy	https://app01.us.bill.com/Bill...	2000 · Acco...		6,362.28	-158,152.89
Bill Pmt -Check	08/08/2025	Bill.c...	Keepers Commercial ...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,248.00	-159,400.89
Bill Pmt -Check	08/08/2025	Bill.c...	ASDD DOCUMENT D...	https://app01.us.bill.com/Bill...	2000 · Acco...		105.00	-159,505.89
Bill Pmt -Check	08/08/2025	Bill.c...	Hale's Roofing LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		1,959.62	-161,465.51
Bill Pmt -Check	08/08/2025	Bill.c...	PRUDENTIAL OVERA...	https://app01.us.bill.com/Bill...	2000 · Acco...		58.51	-161,524.02
Bill Pmt -Check	08/08/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		9.21	-161,533.23
Bill Pmt -Check	08/08/2025	Bill.c...	Snap-on Credit LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		69.02	-161,602.25
Bill Pmt -Check	08/08/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		794.00	-162,396.25
Bill Pmt -Check	08/08/2025	Bill.c...	Verathon, Inc.	https://app01.us.bill.com/Bill...	2000 · Acco...		298.83	-162,695.08
Bill Pmt -Check	08/08/2025	Bill.c...	ALLSTREAM	https://app01.us.bill.com/Bill...	2000 · Acco...		6,290.09	-168,985.17
Bill Pmt -Check	08/08/2025	Bill.c...	Helios Health AZ	https://app01.us.bill.com/Bill...	2000 · Acco...		175.00	-169,160.17
Bill Pmt -Check	08/08/2025	Bill.c...	Corvis Distributing	https://app01.us.bill.com/Bill...	2000 · Acco...		852.21	-170,012.38
Bill Pmt -Check	08/08/2025	Bill.c...	L. N. Curtis and Sons	https://app01.us.bill.com/Bill...	2000 · Acco...		197.75	-170,210.13
Bill Pmt -Check	08/08/2025	Bill.c...	Station Automation Inc	https://app01.us.bill.com/Bill...	2000 · Acco...		2,505.00	-172,715.13
Bill Pmt -Check	08/08/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		136.12	-172,851.25
Bill Pmt -Check	08/08/2025	Bill.c...	MCI	https://app01.us.bill.com/Bill...	2000 · Acco...		83.12	-172,934.37
Bill Pmt -Check	08/08/2025	Bill.c...	HENRY SCHEIN, INC	https://app01.us.bill.com/Bill...	2000 · Acco...		641.79	-173,576.16
Bill Pmt -Check	08/08/2025	Bill.c...	NAPA AUTO PARTS	VOID: https://app01.us.bill.c...	2000 · Acco...	0.00		-173,576.16
General Journal	08/08/2025	2024...		BILL 08/08/25 Payables Fun...	1050 · Chas...	174,909.89		1,333.73
General Journal	08/08/2025	2024...		BILL 08/08/25 AR Payments	1050 · Chas...		400.00	933.73
General Journal	08/08/2025	2024...		BILL 08/08/25 Payables Fun...	1050 · Chas...	3,055.85		3,989.58
Bill Pmt -Check	08/08/2025	Bill.c...	American Heart Associ...	https://app01.us.bill.com/Bill...	2000 · Acco...		187.87	3,801.71
General Journal	08/12/2025	2024...		BILL 08/12/25 Credit P2505...	1050 · Chas...		107.31	3,694.40
Bill Pmt -Check	08/15/2025	Bill.c...	ESO SOLUTIONS, INC.	https://app01.us.bill.com/Bill...	2000 · Acco...		32,688.00	-28,993.60
Bill Pmt -Check	08/15/2025	Bill.c...	VERIZON WIRELESS.	https://app01.us.bill.com/Bill...	2000 · Acco...		6,088.74	-35,082.34
Bill Pmt -Check	08/15/2025	Bill.c...	Kronos SaaShr, Inc	https://app01.us.bill.com/Bill...	2000 · Acco...		83.85	-35,166.19
Bill Pmt -Check	08/15/2025	Bill.c...	CITY OF COTTONWO...	https://app01.us.bill.com/Bill...	2000 · Acco...		28,968.42	-64,134.61
Bill Pmt -Check	08/15/2025	Bill.c...	JAMES VINCENT GR...	https://app01.us.bill.com/Bill...	2000 · Acco...		9,500.00	-73,634.61
General Journal	08/15/2025	2024...		BILL 08/15/25 Payables Fun...	1050 · Chas...	77,436.32		3,801.71
Bill Pmt -Check	08/15/2025	Bill.c...	Sedona Ace Hardware	VOID: https://app01.us.bill.c...	2000 · Acco...	0.00		3,801.71
Bill Pmt -Check	08/15/2025	Bill.c...	Sedona Ace Hardware	VOID: https://app01.us.bill.c...	2000 · Acco...	0.00		3,801.71
Bill Pmt -Check	08/15/2025	Bill.c...	Sedona Ace Hardware	VOID: https://app01.us.bill.c...	2000 · Acco...	0.00		3,801.71
Bill Pmt -Check	08/15/2025	Bill.c...	Sedona Ace Hardware	VOID: https://app01.us.bill.c...	2000 · Acco...	0.00		3,801.71
General Journal	08/20/2025	2024...		BILL 08/20/25 Credit P2507...	1050 · Chas...		3,909.62	-107.91
Bill Pmt -Check	08/22/2025	Bill.c...	Advanced Septic Servi...	https://app01.us.bill.com/Bill...	2000 · Acco...		735.00	-842.91
Bill Pmt -Check	08/22/2025	Bill.c...	ALL-MED EQUIPMEN...	https://app01.us.bill.com/Bill...	2000 · Acco...		64.48	-907.39
Bill Pmt -Check	08/22/2025	Bill.c...	CDW Government	https://app01.us.bill.com/Bill...	2000 · Acco...		2,877.24	-3,784.63
Bill Pmt -Check	08/22/2025	Bill.c...	Keepers Commercial ...	https://app01.us.bill.com/Bill...	2000 · Acco...		250.00	-4,034.63
Bill Pmt -Check	08/22/2025	Bill.c...	Keepers Commercial ...	https://app01.us.bill.com/Bill...	2000 · Acco...		499.00	-4,533.63
Bill Pmt -Check	08/22/2025	Bill.c...	Rhinehart Oil Co., LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		2,722.25	-7,255.88
Bill Pmt -Check	08/22/2025	Bill.c...	Bound Tree Medical LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		4,021.29	-11,277.17
Bill Pmt -Check	08/22/2025	Bill.c...	Galpin-Ford	https://app01.us.bill.com/Bill...	2000 · Acco...		9,364.45	-20,641.62
Bill Pmt -Check	08/22/2025	Bill.c...	Larry Green	https://app01.us.bill.com/Bill...	2000 · Acco...		703.82	-21,345.44
Bill Pmt -Check	08/22/2025	Bill.c...	ALL-MED EQUIPMEN...	https://app01.us.bill.com/Bill...	2000 · Acco...		49.60	-21,395.04
Bill Pmt -Check	08/22/2025	Bill.c...	HENRY SCHEIN, INC	https://app01.us.bill.com/Bill...	2000 · Acco...		235.44	-21,630.48
Bill Pmt -Check	08/22/2025	Bill.c...	Jones Verde Valley	https://app01.us.bill.com/Bill...	2000 · Acco...		782.36	-22,412.84

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Bill Pmt -Check	08/22/2025	Bill.c...	VILLAGE HARDWARE	https://app01.us.bill.com/Bill...	2000 · Acco...		3.17	-22,416.01
Bill Pmt -Check	08/22/2025	Bill.c...	LIGHT HOUSE OF AR...	https://app01.us.bill.com/Bill...	2000 · Acco...		501.95	-22,917.96
Bill Pmt -Check	08/22/2025	Bill.c...	Bound Tree Medical LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		4,454.95	-27,372.91
Bill Pmt -Check	08/22/2025	Bill.c...	Rhinehart Oil Co., LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		2,025.84	-29,398.75
Bill Pmt -Check	08/22/2025	Bill.c...	L. N. Curtis and Sons	https://app01.us.bill.com/Bill...	2000 · Acco...		717.87	-30,116.62
Bill Pmt -Check	08/22/2025	Bill.c...	Corporate Billings, LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		897.87	-31,014.49
Bill Pmt -Check	08/22/2025	Bill.c...	Wex Bank (new acct)	https://app01.us.bill.com/Bill...	2000 · Acco...		3,279.25	-34,293.74
Bill Pmt -Check	08/22/2025	Bill.c...	HUGHES FIRE EQUI...	https://app01.us.bill.com/Bill...	2000 · Acco...		962.57	-35,256.31
Bill Pmt -Check	08/22/2025	Bill.c...	Galpin-Ford	https://app01.us.bill.com/Bill...	2000 · Acco...		1,834.05	-37,090.36
Bill Pmt -Check	08/22/2025	Bill.c...	PRUDENTIAL OVERA...	https://app01.us.bill.com/Bill...	2000 · Acco...		58.51	-37,148.87
Bill Pmt -Check	08/22/2025	Bill.c...	Keepers Commercial ...	https://app01.us.bill.com/Bill...	2000 · Acco...		499.00	-37,647.87
Bill Pmt -Check	08/22/2025	Bill.c...	Advanced Septic Servi...	https://app01.us.bill.com/Bill...	2000 · Acco...		735.00	-38,382.87
Bill Pmt -Check	08/22/2025	Bill.c...	John Graves Propane ...	https://app01.us.bill.com/Bill...	2000 · Acco...		163.88	-38,546.75
Bill Pmt -Check	08/22/2025	Bill.c...	HENRY SCHEIN, INC	https://app01.us.bill.com/Bill...	2000 · Acco...		731.52	-39,278.27
Bill Pmt -Check	08/22/2025	Bill.c...	Ambulance Medical Bil...	https://app01.us.bill.com/Bill...	2000 · Acco...		8,102.65	-47,380.92
Bill Pmt -Check	08/22/2025	Bill.c...	Verizon -#542042609-...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,092.56	-48,473.48
Bill Pmt -Check	08/22/2025	Bill.c...	PRUDENTIAL OVERA...	https://app01.us.bill.com/Bill...	2000 · Acco...		58.51	-48,531.99
Bill Pmt -Check	08/22/2025	Bill.c...	Keepers Commercial ...	https://app01.us.bill.com/Bill...	2000 · Acco...		185.00	-48,716.99
Bill Pmt -Check	08/22/2025	Bill.c...	Snap-on Credit LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		69.02	-48,786.01
Bill Pmt -Check	08/22/2025	Bill.c...	MERIT TECHNOLOG...	https://app01.us.bill.com/Bill...	2000 · Acco...		4,048.73	-52,834.74
Bill Pmt -Check	08/22/2025	Bill.c...	Jones Verde Valley	https://app01.us.bill.com/Bill...	2000 · Acco...		243.14	-53,077.88
Bill Pmt -Check	08/22/2025	Bill.c...	Sedona Ace Hardware	https://app01.us.bill.com/Bill...	2000 · Acco...		18.82	-53,096.70
Bill Pmt -Check	08/22/2025	Bill.c...	Jones Verde Valley	https://app01.us.bill.com/Bill...	2000 · Acco...		47.17	-53,143.87
Bill Pmt -Check	08/22/2025	Bill.c...	Corporate Billings, LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		1,646.67	-54,790.54
Bill Pmt -Check	08/22/2025	Bill.c...	Advanced Septic Servi...	https://app01.us.bill.com/Bill...	2000 · Acco...		735.00	-55,525.54
Bill Pmt -Check	08/22/2025	Bill.c...	Jones Verde Valley	https://app01.us.bill.com/Bill...	2000 · Acco...		89.94	-55,615.48
Bill Pmt -Check	08/22/2025	Bill.c...	HUGHES FIRE EQUI...	https://app01.us.bill.com/Bill...	2000 · Acco...		902.24	-56,517.72
Bill Pmt -Check	08/22/2025	Bill.c...	Corporate Billings, LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		49.98	-56,567.70
Bill Pmt -Check	08/22/2025	Bill.c...	HENRY SCHEIN, INC	https://app01.us.bill.com/Bill...	2000 · Acco...		1,404.90	-57,972.60
Bill Pmt -Check	08/22/2025	Bill.c...	ALL-MED EQUIPMEN...	https://app01.us.bill.com/Bill...	2000 · Acco...		19.84	-57,992.44
Bill Pmt -Check	08/22/2025	Bill.c...	HENRY SCHEIN, INC	https://app01.us.bill.com/Bill...	2000 · Acco...		1,795.77	-59,788.21
Bill Pmt -Check	08/22/2025	Bill.c...	L. N. Curtis and Sons	https://app01.us.bill.com/Bill...	2000 · Acco...		387.92	-60,176.13
Bill Pmt -Check	08/22/2025	Bill.c...	Bound Tree Medical LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		498.30	-60,674.43
Bill Pmt -Check	08/22/2025	Bill.c...	John Graves Propane ...	https://app01.us.bill.com/Bill...	2000 · Acco...		886.45	-61,560.88
Bill Pmt -Check	08/22/2025	Bill.c...	John Graves Propane ...	https://app01.us.bill.com/Bill...	2000 · Acco...		170.75	-61,731.63
Bill Pmt -Check	08/22/2025	Bill.c...	Officer Survival Solutio...	https://app01.us.bill.com/Bill...	2000 · Acco...		2,450.00	-64,181.63
Bill Pmt -Check	08/22/2025	Bill.c...	HUGHES FIRE EQUI...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,160.60	-65,342.23
Bill Pmt -Check	08/22/2025	Bill.c...	Bound Tree Medical LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		351.41	-65,693.64
General Journal	08/22/2025	2024...		BILL 08/22/25 Payables Fun...	1050 · Chas...	66,558.46		864.82
General Journal	08/27/2025	2024...		BILL 08/27/25 Credit P2508...	1050 · Chas...		972.73	-107.91
Bill Pmt -Check	08/29/2025	Bill.c...	Corvis Distributing	https://app01.us.bill.com/Bill...	2000 · Acco...		469.80	-577.71
Bill Pmt -Check	08/29/2025	Bill.c...	TESSCO INCORPPO...	https://app01.us.bill.com/Bill...	2000 · Acco...		536.31	-1,114.02
Bill Pmt -Check	08/29/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		17.42	-1,131.44
Bill Pmt -Check	08/29/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		271.31	-1,402.75
Bill Pmt -Check	08/29/2025	Bill.c...	MICHAEL M GOLIGH...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,142.38	-2,545.13
Bill Pmt -Check	08/29/2025	Bill.c...	Snap-on Credit LLC	https://app01.us.bill.com/Bill...	2000 · Acco...		69.02	-2,614.15
Bill Pmt -Check	08/29/2025	Bill.c...	Kelley Law Group	https://app01.us.bill.com/Bill...	2000 · Acco...		55.00	-2,669.15
Bill Pmt -Check	08/29/2025	Bill.c...	SEDONA ENGRAVIN...	https://app01.us.bill.com/Bill...	2000 · Acco...		39.00	-2,708.15
Bill Pmt -Check	08/29/2025	Bill.c...	American Heart Associ...	https://app01.us.bill.com/Bill...	2000 · Acco...		304.08	-3,012.23

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Bill Pmt -Check	08/29/2025	Bill.c...	The Hvac Company	https://app01.us.bill.com/Bill...	2000 · Acco...		23,208.80	-26,221.03
Bill Pmt -Check	08/29/2025	Bill.c...	Life & Property Safety,...	https://app01.us.bill.com/Bill...	2000 · Acco...		2,405.75	-28,626.78
Bill Pmt -Check	08/29/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		15.92	-28,642.70
Bill Pmt -Check	08/29/2025	Bill.c...	HingePoint	https://app01.us.bill.com/Bill...	2000 · Acco...		1,885.00	-30,527.70
Bill Pmt -Check	08/29/2025	Bill.c...	PRUDENTIAL OVERA...	https://app01.us.bill.com/Bill...	2000 · Acco...		58.51	-30,586.21
Bill Pmt -Check	08/29/2025	Bill.c...	North Horizon Plumbin...	https://app01.us.bill.com/Bill...	2000 · Acco...		950.00	-31,536.21
Bill Pmt -Check	08/29/2025	Bill.c...	VILLAGE HARDWARE	https://app01.us.bill.com/Bill...	2000 · Acco...		9.12	-31,545.33
Bill Pmt -Check	08/29/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		202.01	-31,747.34
Bill Pmt -Check	08/29/2025	Bill.c...	VERIZON WIRELESS...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,922.35	-33,669.69
Bill Pmt -Check	08/29/2025	Bill.c...	ACCURATE BACKGR...	https://app01.us.bill.com/Bill...	2000 · Acco...		157.73	-33,827.42
Bill Pmt -Check	08/29/2025	Bill.c...	The Hvac Company	https://app01.us.bill.com/Bill...	2000 · Acco...		1,899.72	-35,727.14
Bill Pmt -Check	08/29/2025	Bill.c...	VERIZON WIRELESS...	https://app01.us.bill.com/Bill...	2000 · Acco...		1,537.89	-37,265.03
Bill Pmt -Check	08/29/2025	Bill.c...	MICHAEL M GOLIGH...	https://app01.us.bill.com/Bill...	2000 · Acco...		2,909.78	-40,174.81
Bill Pmt -Check	08/29/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		216.39	-40,391.20
Bill Pmt -Check	08/29/2025	Bill.c...	O'REILLY AUTO PAR...	https://app01.us.bill.com/Bill...	2000 · Acco...		315.56	-40,706.76
Bill Pmt -Check	08/29/2025	Bill.c...	NAPA AUTO PARTS	https://app01.us.bill.com/Bill...	2000 · Acco...		316.40	-41,023.16
Bill Pmt -Check	08/29/2025	Bill.c...	Lumen Control - Acces...	https://app01.us.bill.com/Bill...	2000 · Acco...		4,605.00	-45,628.16
General Journal	08/29/2025	2024...		BILL 08/29/25 Payables Fun...	1050 · Chas...	45,520.25		-107.91
General Journal	08/31/2025	2024...		to clear bill.com	6110 · Vehi...	0.60		-107.31
Total 1000 · Bill.com Money Out Clearing						428,559.51	428,666.82	-107.31
1010 · Capital Reserves Fund								
Deposit	08/31/2025			Interest	4610 · Inter...	42,485.43		42,485.43
Total 1010 · Capital Reserves Fund						42,485.43	0.00	42,485.43
1050 · Chase - Operating Account								
Check	08/01/2025		Century Link		6300 · Com...		69.99	-69.99
General Journal	08/01/2025	2024...		BILL 08/01/25 Payables Fun...	1000 · Bill.c...		55,528.14	-55,598.13
Deposit	08/01/2025			Aetna	4140 · Insur...	166.38		-55,431.75
Deposit	08/01/2025			WPS	4140 · Insur...	395.00		-55,036.75
Deposit	08/01/2025			UHC	4140 · Insur...	472.54		-54,564.21
Deposit	08/01/2025			Aetna	4140 · Insur...	491.61		-54,072.60
Deposit	08/01/2025			AARP	4140 · Insur...	658.90		-53,413.70
Deposit	08/01/2025			Centene	4140 · Insur...	1,328.60		-52,085.10
Deposit	08/01/2025			Credit Bureau	4140 · Insur...	1,612.17		-50,472.93
Deposit	08/01/2025			BCBS	4140 · Insur...	2,200.88		-48,272.05
Deposit	08/01/2025			AHCCCS	4140 · Insur...	5,353.36		-42,918.69
Deposit	08/01/2025			BCBS	4140 · Insur...	5,419.41		-37,499.28
Check	08/04/2025	EFT	UniSource Energy		6010 · Utilities		139.51	-37,638.79
Check	08/04/2025	EFT	UniSource Energy		6010 · Utilities		117.83	-37,756.62
Check	08/04/2025	EFT	UniSource Energy		6010 · Utilities		22.06	-37,778.68
General Journal	08/04/2025	2024...		BILL 08/04/25 Payables Fun...	1000 · Bill.c...		5,550.00	-43,328.68
Deposit	08/04/2025			Credit Bureau	4140 · Insur...	25.00		-43,303.68
Deposit	08/04/2025			United Healthcare	4140 · Insur...	277.76		-43,025.92
Deposit	08/04/2025			Humana	4140 · Insur...	599.29		-42,426.63
Deposit	08/04/2025			PNC-ECHO	4140 · Insur...	680.15		-41,746.48
Deposit	08/04/2025			Aetna	4140 · Insur...	1,634.24		-40,112.24

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/04/2025			BCBS	4140 · Insur...	1,672.47		-38,439.77
Deposit	08/04/2025			Humana	4140 · Insur...	1,959.24		-36,480.53
Deposit	08/04/2025			36 Treas 310	4140 · Insur...	2,197.64		-34,282.89
Deposit	08/04/2025			Noridian	4140 · Insur...	7,225.95		-27,056.94
Check	08/04/2025		Bankcard	Service Charge	7070 · Bank...		326.94	-27,383.88
Check	08/04/2025	EFT	Gateway		7070 · Bank...		22.00	-27,405.88
Check	08/04/2025		Arizona Water Company		6010 · Utilities		312.51	-27,718.39
Check	08/04/2025		Arizona Water Company		6010 · Utilities		28.80	-27,747.19
Check	08/04/2025		Arizona Water Company		6010 · Utilities		28.20	-27,775.39
Check	08/04/2025		Arizona Water Company		6010 · Utilities		27.23	-27,802.62
Deposit	08/04/2025			Deposit	4170 · CRR ...	1,459.64		-26,342.98
Deposit	08/05/2025			Mutual of Omaha	4140 · Insur...	114.68		-26,228.30
Deposit	08/05/2025			BofA CBIC Claims	4140 · Insur...	122.40		-26,105.90
Deposit	08/05/2025			Mutual of Omaha	4140 · Insur...	143.17		-25,962.73
Deposit	08/05/2025			Anthem Blue	4140 · Insur...	158.25		-25,804.48
Deposit	08/05/2025			Mutual of Omaha	4140 · Insur...	187.52		-25,616.96
Deposit	08/05/2025			UHC	4140 · Insur...	290.00		-25,326.96
Deposit	08/05/2025			Aetna	4140 · Insur...	730.81		-24,596.15
Deposit	08/05/2025			Credit Bureau	4140 · Insur...	742.96		-23,853.19
Deposit	08/05/2025			Deposit	4160 · CPR ...	2,060.00		-21,793.19
Check	08/06/2025		Arizona Public Service		6010 · Utilities		1,149.01	-22,942.20
Check	08/06/2025		Century Link		6300 · Com...		31.61	-22,973.81
Check	08/06/2025		Century Link		6300 · Com...		36.29	-23,010.10
Check	08/06/2025		Century Link		6300 · Com...		110.73	-23,120.83
Check	08/06/2025		Century Link		6300 · Com...		95.04	-23,215.87
Check	08/06/2025		Century Link		6300 · Com...		218.49	-23,434.36
Check	08/06/2025		Century Link		6300 · Com...		81.75	-23,516.11
Check	08/06/2025		Century Link		6300 · Com...		86.39	-23,602.50
Check	08/06/2025		Century Link		6300 · Com...		108.54	-23,711.04
Check	08/06/2025		Century Link		6300 · Com...		57.76	-23,768.80
Check	08/06/2025		Century Link		6300 · Com...		40.65	-23,809.45
Check	08/06/2025		Century Link		6300 · Com...		91.18	-23,900.63
Deposit	08/06/2025			Noridian	4140 · Insur...	707.56		-23,193.07
Deposit	08/06/2025			WPS	4140 · Insur...	807.19		-22,385.88
Deposit	08/06/2025			Aetna	4140 · Insur...	829.83		-21,556.05
Deposit	08/06/2025			Centene	4140 · Insur...	1,121.57		-20,434.48
Deposit	08/06/2025			NCSHP	4140 · Insur...	1,604.20		-18,830.28
Deposit	08/06/2025			BCBS	4140 · Insur...	1,831.68		-16,998.60
Deposit	08/06/2025			Cigna	4140 · Insur...	2,085.72		-14,912.88
Deposit	08/06/2025			Credit Bureau	4140 · Insur...	2,266.97		-12,645.91
Check	08/06/2025	EFT	Bill.com		7170 · Dues...		406.41	-13,052.32
Deposit	08/06/2025			Deposit	4230 · Misc ...	84.00		-12,968.32
Deposit	08/07/2025			WPS	4140 · Insur...	245.00		-12,723.32
Deposit	08/07/2025			AARP	4140 · Insur...	307.56		-12,415.76
Deposit	08/07/2025			Optumecare	4140 · Insur...	630.13		-11,785.63
Deposit	08/07/2025			United Healthcare	4140 · Insur...	1,158.89		-10,626.74
Deposit	08/07/2025			Humana	4140 · Insur...	1,557.12		-9,069.62
Deposit	08/07/2025			BCBS	4140 · Insur...	2,106.80		-6,962.82
Deposit	08/07/2025			Credit Bureau	4140 · Insur...	3,912.77		-3,050.05

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/07/2025			Centene	4140 · Insur...	4,755.87		1,705.82
Deposit	08/07/2025			Noridian	4140 · Insur...	5,708.02		7,413.84
Deposit	08/07/2025			Deposit	4140 · Insur...	189.56		7,603.40
Deposit	08/07/2025			Deposit	-SPLIT-	2,907.04		10,510.44
Deposit	08/07/2025			Deposit	4170 · CRR ...	50.00		10,560.44
Check	08/08/2025	EFT	Arizona Public Service		-SPLIT-		11,620.03	-1,059.59
Check	08/08/2025	EFT	Sedona Venture Water...		6010 · Utilities		65.54	-1,125.13
Check	08/08/2025	EFT	National Bank of Arizona		2003 · Natio...		45,290.91	-46,416.04
General Journal	08/08/2025	2024...		BILL 08/08/25 Payables Fun...	1000 · Bill.c...		174,909.89	-221,325.93
General Journal	08/08/2025	2024...		BILL 08/08/25 AR Payments	1000 · Bill.c...	400.00		-220,925.93
General Journal	08/08/2025	2024...		BILL 08/08/25 Payables Fun...	1000 · Bill.c...		3,055.85	-223,981.78
Deposit	08/08/2025			UHC	4140 · Insur...	151.58		-223,830.20
Deposit	08/08/2025			Credit Bureau	4140 · Insur...	280.00		-223,550.20
Deposit	08/08/2025			BCBS	4140 · Insur...	325.52		-223,224.68
Deposit	08/08/2025			United Healthcare	4140 · Insur...	548.50		-222,676.18
Deposit	08/08/2025			Humana	4140 · Insur...	597.49		-222,078.69
Deposit	08/08/2025			Noridian	4140 · Insur...	958.49		-221,120.20
Deposit	08/08/2025			Cigna	4140 · Insur...	2,178.17		-218,942.03
Deposit	08/08/2025			Aetna	4140 · Insur...	2,980.07		-215,961.96
Deposit	08/08/2025			AHCCCS	4140 · Insur...	5,154.97		-210,806.99
Transfer	08/08/2025			Funds Transfer	1060 · Chas...		950,000.00	-1,160,806.99
Deposit	08/08/2025			Deposit	4170 · CRR ...	350.00		-1,160,456.99
Deposit	08/11/2025			UHC	4140 · Insur...	308.35		-1,160,148.64
Deposit	08/11/2025			Optumecare	4140 · Insur...	559.24		-1,159,589.40
Deposit	08/11/2025			Noridian	4140 · Insur...	20,365.86		-1,139,223.54
Deposit	08/11/2025			Deposit	-SPLIT-	510.00		-1,138,713.54
Check	08/12/2025		Century Link		6300 · Com...		114.95	-1,138,828.49
Check	08/12/2025		Century Link		6300 · Com...		107.66	-1,138,936.15
General Journal	08/12/2025	2024...		BILL 08/12/25 Credit P2505...	1000 · Bill.c...	107.31		-1,138,828.84
Deposit	08/12/2025			BCBS	4140 · Insur...	78.65		-1,138,750.19
Deposit	08/12/2025			Anthem Blue	4140 · Insur...	114.40		-1,138,635.79
Deposit	08/12/2025			UHC	4140 · Insur...	290.00		-1,138,345.79
Deposit	08/12/2025			Credit Bureau	4140 · Insur...	395.76		-1,137,950.03
Deposit	08/12/2025			Noridian	4140 · Insur...	899.52		-1,137,050.51
Deposit	08/12/2025			United Healthcare	4140 · Insur...	4,083.21		-1,132,967.30
Deposit	08/12/2025			Deposit	4170 · CRR ...	350.00		-1,132,617.30
Bill	08/13/2025	08.1...	Sedona Fire District	Weekly Cash Flow	2000 · Acco...	650,000.00		-482,617.30
Deposit	08/13/2025			BCBS	4140 · Insur...	151.49		-482,465.81
Deposit	08/13/2025			AARP	4140 · Insur...	185.49		-482,280.32
Deposit	08/13/2025			36 Treas 310	4140 · Insur...	270.59		-482,009.73
Deposit	08/13/2025			UHC	4140 · Insur...	290.00		-481,719.73
Deposit	08/13/2025			United Healthcare	4140 · Insur...	524.76		-481,194.97
Deposit	08/13/2025			BCBS	4140 · Insur...	669.93		-480,525.04
Deposit	08/13/2025			Cigna	4140 · Insur...	1,125.19		-479,399.85
Deposit	08/13/2025			Credit Bureau	4140 · Insur...	1,846.19		-477,553.66
Deposit	08/13/2025			Noridian	4140 · Insur...	2,004.78		-475,548.88
Deposit	08/13/2025			Cigna	4140 · Insur...	2,580.43		-472,968.45
Deposit	08/13/2025			Deposit	-SPLIT-	300.00		-472,668.45
Deposit	08/14/2025			BCBS	4140 · Insur...	165.07		-472,503.38

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/14/2025			WPS	4140 · Insur...	185.49		-472,317.89
Deposit	08/14/2025			BCBS	4140 · Insur...	508.63		-471,809.26
Deposit	08/14/2025			AARP	4140 · Insur...	821.25		-470,988.01
Deposit	08/14/2025			United Healthcare	4140 · Insur...	2,064.23		-468,923.78
Deposit	08/14/2025			Noridian	4140 · Insur...	3,235.94		-465,687.84
Deposit	08/14/2025			Credit Bureau	4140 · Insur...	16,833.82		-448,854.02
Check	08/14/2025		Arizona Water Company		6010 · Utilities		179.05	-449,033.07
Check	08/14/2025		Arizona Water Company		6010 · Utilities		43.29	-449,076.36
Check	08/14/2025		Arizona Water Company		6010 · Utilities		27.37	-449,103.73
Deposit	08/14/2025			Deposit	7150 · Unifo...	26.48		-449,077.25
General Journal	08/15/2025	2024...		BILL 08/15/25 Payables Fun...	1000 · Bill.c...		77,436.32	-526,513.57
Deposit	08/15/2025			AHCCCS	4140 · Insur...	114.96		-526,398.61
Deposit	08/15/2025			Mutual of Omaha	4140 · Insur...	115.79		-526,282.82
Deposit	08/15/2025			Mutual of Omaha	4140 · Insur...	134.30		-526,148.52
Deposit	08/15/2025			UHC	4140 · Insur...	135.59		-526,012.93
Deposit	08/15/2025			Aetna	4140 · Insur...	166.20		-525,846.73
Deposit	08/15/2025			Mutual of Omaha	4140 · Insur...	185.31		-525,661.42
Deposit	08/15/2025			Mutual of Omaha	4140 · Insur...	186.23		-525,475.19
Deposit	08/15/2025			Credit Bureau	4140 · Insur...	350.00		-525,125.19
Deposit	08/15/2025			UHC	4140 · Insur...	1,377.17		-523,748.02
Deposit	08/15/2025			United Healthcare	4140 · Insur...	1,740.10		-522,007.92
Deposit	08/15/2025			Aetna	4140 · Insur...	2,114.59		-519,893.33
Deposit	08/15/2025			Deposit	4170 · CRR ...	615.00		-519,278.33
Deposit	08/18/2025			United Healthcare	4140 · Insur...	1,028.83		-518,249.50
Deposit	08/18/2025			Credit Bureau	4140 · Insur...	1,511.39		-516,738.11
Check	08/18/2025		Arizona Water Company		6010 · Utilities		353.00	-517,091.11
Check	08/18/2025		Arizona Water Company		6010 · Utilities		27.37	-517,118.48
Deposit	08/19/2025			Humana	4140 · Insur...	131.15		-516,987.33
Deposit	08/19/2025			UHC	4140 · Insur...	133.97		-516,853.36
Deposit	08/19/2025			Anthem Blue	4140 · Insur...	164.79		-516,688.57
Deposit	08/19/2025			Devoted Health	4140 · Insur...	349.03		-516,339.54
Deposit	08/19/2025			Credit Bureau	4140 · Insur...	407.60		-515,931.94
Deposit	08/19/2025			Devoted Health	4140 · Insur...	412.23		-515,519.71
Deposit	08/19/2025			UHC	4140 · Insur...	665.55		-514,854.16
Deposit	08/19/2025			Aetna	4140 · Insur...	825.67		-514,028.49
Transfer	08/19/2025			Funds Transfer	1060 · Chas...		250,000.00	-764,028.49
Check	08/19/2025	EFT	City of Sedona 005650...	005650-000	6010 · Utilities		46.50	-764,074.99
Check	08/19/2025	EFT	City of Sedona 005650...	005650-001	6010 · Utilities		39.67	-764,114.66
Check	08/19/2025	EFT	City of Sedona 005650...	005650-002	6010 · Utilities		211.27	-764,325.93
Check	08/19/2025	EFT	City of Sedona 005650...	005650-003	6010 · Utilities		80.91	-764,406.84
Check	08/19/2025	EFT	City of Sedona 005650...	005650-002	6010 · Utilities		189.06	-764,595.90
Deposit	08/19/2025			Deposit	-SPLIT-	2,028.42		-762,567.48
Deposit	08/19/2025			Deposit	-SPLIT-	58,798.43		-703,769.05
General Journal	08/20/2025	2024...		BILL 08/20/25 Credit P2507...	1000 · Bill.c...	3,909.62		-699,859.43
Deposit	08/20/2025			Credit Bureau	4140 · Insur...	75.00		-699,784.43
Deposit	08/20/2025			AARP	4140 · Insur...	113.85		-699,670.58
Deposit	08/20/2025			Mutual of Omaha	4140 · Insur...	201.46		-699,469.12
Deposit	08/20/2025			BCBS	4140 · Insur...	1,717.57		-697,751.55
Check	08/20/2025	EFT	Enterprise FM Trust		-SPLIT-		2,417.35	-700,168.90

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/21/2025			AARP	4140 · Insur...	471.85		-699,697.05
Deposit	08/21/2025			Noridian	4140 · Insur...	1,427.44		-698,269.61
Deposit	08/21/2025			Credit Bureau	4140 · Insur...	4,371.70		-693,897.91
Deposit	08/21/2025			Centene	4140 · Insur...	5,091.63		-688,806.28
Deposit	08/21/2025			Deposit	4170 · CRR ...	745.12		-688,061.16
Deposit	08/22/2025			UHC	4140 · Insur...	134.73		-687,926.43
Deposit	08/22/2025			AHCCCS	4140 · Insur...	162.85		-687,763.58
Deposit	08/22/2025			Mutual of Omaha	4140 · Insur...	180.69		-687,582.89
Deposit	08/22/2025			Cigna	4140 · Insur...	276.15		-687,306.74
Deposit	08/22/2025			AARP	4140 · Insur...	488.28		-686,818.46
Deposit	08/22/2025			Noridian	4140 · Insur...	1,093.38		-685,725.08
Deposit	08/22/2025			Humana	4140 · Insur...	1,264.15		-684,460.93
Deposit	08/22/2025			BCBS	4140 · Insur...	1,632.25		-682,828.68
Deposit	08/22/2025			BCBS	4140 · Insur...	1,834.39		-680,994.29
Deposit	08/22/2025			Credit Bureau	4140 · Insur...	2,058.09		-678,936.20
Deposit	08/22/2025			United Healthcare	4140 · Insur...	3,037.02		-675,899.18
Deposit	08/22/2025			BCBS	4140 · Insur...	4,338.51		-671,560.67
General Journal	08/22/2025	2024...		BILL 08/22/25 Payables Fun...	1000 · Bill.c...		66,558.46	-738,119.13
Check	08/22/2025	EFT	BIG PARK SEWER		6010 · Utilities		22.51	-738,141.64
Check	08/22/2025	EFT	BIG PARK SEWER		6010 · Utilities		407.34	-738,548.98
Check	08/22/2025		Century Link		6300 · Com...		326.08	-738,875.06
Deposit	08/22/2025			Deposit	4170 · CRR ...	800.00		-738,075.06
Transfer	08/25/2025			Funds Transfer	1060 · Chas...		600,000.00	-1,338,075.06
Deposit	08/25/2025		BCBS		4140 · Insur...	2,141.43		-1,335,933.63
Deposit	08/25/2025		Credit Bureau		4140 · Insur...	200.00		-1,335,733.63
Deposit	08/25/2025		HUMANA		4140 · Insur...	624.65		-1,335,108.98
Deposit	08/25/2025		OPTUM		4140 · Insur...	1,122.04		-1,333,986.94
Deposit	08/25/2025		UHC		4140 · Insur...	115.93		-1,333,871.01
Check	08/25/2025	EFT	UniSource Energy		6010 · Utilities		22.18	-1,333,893.19
Check	08/25/2025	EFT	UniSource Energy		6010 · Utilities		29.67	-1,333,922.86
Check	08/25/2025	EFT	UniSource Energy		6010 · Utilities		44.34	-1,333,967.20
Check	08/25/2025	EFT	UniSource Energy		6010 · Utilities		60.39	-1,334,027.59
Check	08/25/2025		Century Link		6300 · Com...		84.94	-1,334,112.53
Deposit	08/25/2025			Deposit	4170 · CRR ...	900.00		-1,333,212.53
Deposit	08/26/2025		Credit Bureau		4140 · Insur...	1,100.94		-1,332,111.59
Deposit	08/26/2025		Noridian		4140 · Insur...	10,475.53		-1,321,636.06
Deposit	08/26/2025		UHC		4140 · Insur...	288.28		-1,321,347.78
Deposit	08/26/2025		UHC		4140 · Insur...	281.60		-1,321,066.18
Deposit	08/26/2025		UNITED HEALTHCARE		4140 · Insur...	1,989.04		-1,319,077.14
Deposit	08/26/2025		UNITED HEALTHCARE		4140 · Insur...	1,812.61		-1,317,264.53
Deposit	08/26/2025		WPS		4140 · Insur...	395.00		-1,316,869.53
Deposit	08/26/2025			Deposit	4170 · CRR ...	525.00		-1,316,344.53
General Journal	08/27/2025	2024...		BILL 08/27/25 Credit P2508...	1000 · Bill.c...	972.73		-1,315,371.80
Deposit	08/27/2025		36 Treas 310		4140 · Insur...	4,675.88		-1,310,695.92
Deposit	08/27/2025		AETNA		4140 · Insur...	3,327.42		-1,307,368.50
Deposit	08/27/2025		AETNA		4140 · Insur...	1,129.62		-1,306,238.88
Deposit	08/27/2025		BCBS		4140 · Insur...	5,175.22		-1,301,063.66
Deposit	08/27/2025		BCBS		4140 · Insur...	4,430.95		-1,296,632.71
Deposit	08/27/2025		Centene		4140 · Insur...	363.00		-1,296,269.71

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/27/2025		Credit Bureau		4140 · Insur...	187.34		-1,296,082.37
Deposit	08/27/2025		Devoted Health		4140 · Insur...	557.89		-1,295,524.48
Deposit	08/27/2025		Devoted Health		4140 · Insur...	793.90		-1,294,730.58
Deposit	08/27/2025		UHC		4140 · Insur...	290.00		-1,294,440.58
Deposit	08/27/2025		UNITED HEALTHCARE		4140 · Insur...	2,089.96		-1,292,350.62
Deposit	08/27/2025			Deposit	-SPLIT-	12,606.28		-1,279,744.34
Deposit	08/28/2025		AARP		4140 · Insur...	806.53		-1,278,937.81
Deposit	08/28/2025		AETNA		4140 · Insur...	801.22		-1,278,136.59
Deposit	08/28/2025		Centene		4140 · Insur...	12,531.52		-1,265,605.07
Deposit	08/28/2025		Credit Bureau		4140 · Insur...	682.04		-1,264,923.03
Deposit	08/28/2025		OPTUM		4140 · Insur...	627.24		-1,264,295.79
Check	08/28/2025		Arizona Water Company		6010 · Utilities		52.15	-1,264,347.94
Check	08/28/2025		Arizona Water Company		6010 · Utilities		0.35	-1,264,348.29
Deposit	08/28/2025			Deposit	4170 · CRR ...	197.00		-1,264,151.29
General Journal	08/29/2025	2024...		BILL 08/29/25 Payables Fun...	1000 · Bill.c...		45,520.25	-1,309,671.54
Deposit	08/29/2025		AETNA		4140 · Insur...	4,182.46		-1,305,489.08
Deposit	08/29/2025		AETNA		4140 · Insur...	251.89		-1,305,237.19
Deposit	08/29/2025		AHCCCS		4140 · Insur...	3,429.28		-1,301,807.91
Deposit	08/29/2025		BCBS		4140 · Insur...	2,118.03		-1,299,689.88
Deposit	08/29/2025		BCBS		4140 · Insur...	4,076.66		-1,295,613.22
Deposit	08/29/2025		BCBS		4140 · Insur...	699.22		-1,294,914.00
Deposit	08/29/2025		Centene		4140 · Insur...	446.31		-1,294,467.69
Deposit	08/29/2025		Credit Bureau		4140 · Insur...	114.68		-1,294,353.01
Deposit	08/29/2025		HUMANA		4140 · Insur...	2,139.82		-1,292,213.19
Deposit	08/29/2025		UHC		4140 · Insur...	209.25		-1,292,003.94
Deposit	08/29/2025		UHC		4140 · Insur...	1,679.07		-1,290,324.87
Deposit	08/29/2025		UHC		4140 · Insur...	721.33		-1,289,603.54
Deposit	08/29/2025			Deposit	-SPLIT-	205.00		-1,289,398.54
Total 1050 · Chase - Operating Account						1,004,633.17	2,294,031.71	-1,289,398.54
1060 · Chase - Payroll Account								
Check	08/01/2025		Healthequity, Inc.		5090 · Bene...		7.70	-7.70
Check	08/01/2025		AFLAC		5100 · Bene...		2,805.20	-2,812.90
Check	08/07/2025		PSPRS		2022 · Retir...		138,317.95	-141,130.85
Check	08/07/2025		PSPRS		2022 · Retir...		147.12	-141,277.97
General Journal	08/08/2025	08/0...			5010 · Salar...		350,463.28	-491,741.25
General Journal	08/08/2025	08/0...			5010 · Salar...		79,950.46	-571,691.71
General Journal	08/08/2025	08/0...			5010 · Salar...		1,428.20	-573,119.91
Check	08/08/2025		Retirement RCR		2022 · Retir...		14,437.31	-587,557.22
Check	08/08/2025		Healthequity, Inc.		2018 · HSA ...		5,782.86	-593,340.08
Transfer	08/08/2025			Funds Transfer	1050 · Chas...	950,000.00		-356,659.92
Check	08/08/2025		Nationwide		2022 · Retir...		15,410.04	-341,249.88
Check	08/08/2025		Nationwide		2022 · Retir...		13,576.94	-327,672.94
Check	08/08/2025		Nationwide		2022 · Retir...		11,181.35	-316,491.59
Check	08/08/2025		Nationwide		2022 · Retir...		10,630.29	-305,861.30
Check	08/08/2025		Nationwide		2022 · Retir...		9,799.89	-296,061.41
Check	08/08/2025		Nationwide		2022 · Retir...		5,912.85	-290,148.56
Check	08/08/2025		Nationwide		2022 · Retir...		5,645.64	-284,502.92

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	08/08/2025		Nationwide		2022 · Retir...		5,305.49	279,197.43
Check	08/08/2025		Nationwide		2022 · Retir...		3,527.72	275,669.71
Check	08/08/2025		Nationwide		2022 · Retir...		3,261.34	272,408.37
Check	08/11/2025		PSPRS		2022 · Retir...		223,132.02	49,276.35
Check	08/11/2025		PSPRS		2022 · Retir...		187.94	49,088.41
Check	08/11/2025		PSPRS		2022 · Retir...		4,350.00	44,738.41
Transfer	08/19/2025			Funds Transfer	1050 · Chas...	250,000.00		294,738.41
Check	08/21/2025		Healthequity, Inc.		2018 · HSA ...		11.55	294,726.86
General Journal	08/22/2025	08/1...			5010 · Salar...		254,084.48	40,642.38
General Journal	08/22/2025	08/1...			5010 · Salar...		50,092.83	-9,450.45
General Journal	08/22/2025	08/1...			5010 · Salar...		1,428.20	-10,878.65
Check	08/22/2025		Retirement RCR		2022 · Retir...		14,263.08	-25,141.73
Check	08/22/2025		AFLAC		5100 · Bene...		2,790.77	-27,932.50
Check	08/22/2025		Healthequity, Inc.		2018 · HSA ...		4,637.03	-32,569.53
Check	08/22/2025		Healthequity, Inc.		2018 · HSA ...		1,145.83	-33,715.36
Check	08/22/2025		Nationwide		2022 · Retir...		4,370.95	-38,086.31
Check	08/22/2025		Nationwide		2022 · Retir...		4,174.92	-42,261.23
Check	08/22/2025		Nationwide		2022 · Retir...		9,067.23	-51,328.46
Check	08/22/2025		Nationwide		2022 · Retir...		7,627.13	-58,955.59
Check	08/22/2025		Nationwide		2022 · Retir...		3,759.11	-62,714.70
Check	08/22/2025		Nationwide		2022 · Retir...		9,199.86	-71,914.56
Check	08/22/2025		Nationwide		2022 · Retir...		5,305.49	-77,220.05
Check	08/22/2025		Nationwide		2022 · Retir...		9,380.25	-86,600.30
Check	08/22/2025		Nationwide		2022 · Retir...		8,224.94	-94,825.24
Check	08/22/2025		Nationwide		2022 · Retir...		3,157.65	-97,982.89
Transfer	08/25/2025			Funds Transfer	1050 · Chas...	600,000.00		502,017.11
Check	08/25/2025		PSPRS		2022 · Retir...		147.12	501,869.99
Check	08/25/2025		PSPRS		2022 · Retir...		150,701.28	351,168.71
Total 1060 · Chase - Payroll Account						1,800,000.00	1,448,831.29	351,168.71
1070 · County General Fund								
Bill Pmt -Check	08/06/2025	7062...	BCBSAZ	Insurance Overpayment	2000 · Acco...		106.41	-106.41
Bill Pmt -Check	08/06/2025	7062...	Clyde Rubin	Per Diem for 1403 Live Fire I...	2000 · Acco...		387.00	-493.41
Bill Pmt -Check	08/06/2025	7062...	GEOFFREY BUTLER	Per Diem for Fire Pumps: Th...	2000 · Acco...		180.00	-673.41
Bill Pmt -Check	08/06/2025	7062...	ISAIAH MOORE	Meal Per Diem for Company...	2000 · Acco...		387.00	-1,060.41
Bill Pmt -Check	08/06/2025	7062...	Jacob Tavrytzky	Meal Per Diem for Fire Hydr...	2000 · Acco...		90.00	-1,150.41
Bill Pmt -Check	08/06/2025	7062...	JEREMY VARGAS	Mileage Per Diem for AZIAA...	2000 · Acco...		385.80	-1,536.21
Bill Pmt -Check	08/06/2025	7062...	Jesse Cave	Per Diem for Fire Pumps: Th...	2000 · Acco...		301.00	-1,837.21
Bill Pmt -Check	08/06/2025	7062...	JORDAN M BAKER	Meal Reimbursement for Blu...	2000 · Acco...		473.00	-2,310.21
Bill Pmt -Check	08/06/2025	7062...	Jose Diaz	Per Diem for Fire Hydraulics...	2000 · Acco...		180.00	-2,490.21
Bill Pmt -Check	08/06/2025	7062...	Kyle H West	Meal Per Diem for Hydraulic...	2000 · Acco...		301.00	-2,791.21
Bill Pmt -Check	08/06/2025	7062...	LINDA SCALISE	SAZ-25-0000963	2000 · Acco...		116.53	-2,907.74
Bill Pmt -Check	08/06/2025	7062...	MARK FEENEY	Meal Per Diem for Fire Hydr...	2000 · Acco...		301.00	-3,208.74
Bill Pmt -Check	08/06/2025	7062...	MATTHEW SPINELLI	Mileage Reimbursement for ...	2000 · Acco...		330.40	-3,539.14
Bill Pmt -Check	08/06/2025	7062...	RICHARD WINN	Per Diem for Fire Hydraulics...	2000 · Acco...		180.00	-3,719.14
Bill Pmt -Check	08/06/2025	7062...	RYAN THIBAULT	Meal Per Diem for Fire Hydr...	2000 · Acco...		180.00	-3,899.14
Bill Pmt -Check	08/06/2025	7062...	Sedona Verde Valley ...		2000 · Acco...		2,416.27	-6,315.41
Bill Pmt -Check	08/06/2025	7062...	Sedona Verde Valley ...	Charity Donations	2000 · Acco...		752.00	-7,067.41

Sedona Fire District Transaction Detail by Account August 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance	
Bill Pmt -Check	08/06/2025	7062...	TRICARE FOR LIFE	Ambulance Refund	2000 · Acco...		141.44	-7,208.85	
Bill Pmt -Check	08/06/2025	7062...	Tyson Harding	Per Diem for Fire Hydraulics...	2000 · Acco...		387.00	-7,595.85	
Bill Pmt -Check	08/06/2025	7062...	Wellcare by Allwell		2000 · Acco...		1,501.57	-9,097.42	
Bill Pmt -Check	08/06/2025	7062...	Sedona Fire District	Weekly Chase Flow	2000 · Acco...		300,000.00	-309,097.42	
Bill Pmt -Check	08/06/2025	7062...	Justin Broos	steel/composite toe safety b...	2000 · Acco...		300.23	-309,397.65	
Bill Pmt -Check	08/06/2025	7062...	Standard Insurance C...	LTD Insurance	2000 · Acco...		5,092.45	-314,490.10	
Bill Pmt -Check	08/06/2025	7062...	TODD J MIRANDA	Pomas Fire - 06-27-2025 to ...	2000 · Acco...		122.77	-314,612.87	
Bill Pmt -Check	08/06/2025	7062...	MetLife	Legal & ID Protection	2000 · Acco...		920.88	-315,533.75	
Bill Pmt -Check	08/06/2025	7062...	Rhys Tarver	Per Diem for Pierce Training	2000 · Acco...		559.00	-316,092.75	
Bill Pmt -Check	08/06/2025	7062...	SKAGGS COMPANIE...	277771	2000 · Acco...		1,048.12	-317,140.87	
Bill Pmt -Check	08/06/2025	7062...	Brian Espiau	Reimbursement for ESRI Us...	2000 · Acco...		2,172.50	-319,313.37	
Bill Pmt -Check	08/13/2025	7062...	Jayson Coil	Jayson Coil - Meal Reimburs...	2000 · Acco...		657.84	-319,971.21	
Bill Pmt -Check	08/13/2025	7062...	Sedona Fire District	Weekly Chase Flow	2000 · Acco...		650,000.00	-969,971.21	
Bill Pmt -Check	08/13/2025	7062...	Sedona Verde Valley ...		2000 · Acco...		2,436.27	-972,407.48	
Bill Pmt -Check	08/19/2025	7062...	Lance Waldrop	Per Diem and Mileage Reim...	2000 · Acco...		163.80	-972,571.28	
Bill Pmt -Check	08/19/2025	7062...	Brian Russell	Per Diem for First Due Unify ...	2000 · Acco...		440.00	-973,011.28	
Bill Pmt -Check	08/27/2025	7062...	Standard Insurance C...	LTD Insurance	2000 · Acco...		5,290.63	-978,301.91	
Bill Pmt -Check	08/27/2025	7062...	Sedona Verde Valley ...		2000 · Acco...		2,453.77	-980,755.68	
Bill Pmt -Check	08/27/2025	7062...	Sedona Verde Valley ...	Charity Donations	2000 · Acco...		752.00	-981,507.68	
Bill Pmt -Check	08/27/2025	7062...	ISAIAH MOORE		2000 · Acco...		136.00	-981,643.68	
General Journal	08/31/2025	2024...		to record prop tax for Aug 20...	-SPLIT-	16,187.72		-965,455.96	
General Journal	08/31/2025	2024...		to record prop tax for Aug 20...	-SPLIT-	28,994.97		-936,460.99	
Deposit	08/31/2025			Interest	4610 · Inter...	31,440.87		-905,020.12	
Total 1070 · County General Fund							76,623.56	981,643.68	-905,020.12
TOTAL							3,352,301.67	5,153,173.50	-1,800,871.83

Sedona Fire District

Fiscal Year
Begins: Jul-25

Twelve-Month Cash Flow

Sedona Fire District

	Beginning	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Monthly Average	Overview
Cash Summary															
Cash on Hand (beginning of month)	19,082,333	19,082,333	18,170,384	16,369,470	15,188,759	21,298,650	23,013,024	24,039,873	23,300,254	22,203,477	21,263,534	23,591,540	22,627,482	20,845,731	
Cash Available (on hand + receipts, before cash out)	19,082,333	19,766,219	18,344,126	16,984,275	23,924,357	24,749,893	25,776,742	25,280,292	23,940,346	23,000,404	25,630,235	25,468,664	23,376,854	23,020,200	
Cash Position (end of month)	19,082,333	18,170,384	16,369,470	15,188,759	21,298,650	23,013,024	24,039,873	23,300,254	22,203,477	21,263,534	23,591,540	22,627,482	18,995,896	20,838,528	
Cash Receipts															
Tax Levy Revenue		107,966	42,183	282,214	8,469,674	3,185,319	2,497,794	974,495	374,168	531,003	4,034,110	1,544,533	416,785	1,871,687	
Non-Tax Levy Revenue		575,920	131,559	332,591	265,924	265,924	265,924	265,924	265,924	265,924	332,591	332,591	332,587	302,782	
Line of Credit		0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Cash Receipts		683,886	173,742	614,805	8,735,598	3,451,243	2,763,718	1,240,419	640,092	796,927	4,366,701	1,877,124	749,372	2,174,469	
Cash Paid Out															
Disbursements		1,595,835	1,974,656	1,795,516	2,625,707	1,736,869	1,736,869	1,980,038	1,736,869	1,736,870	2,038,695	2,841,182	4,380,958	2,181,672	
Repayment of LOC		0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Cash Paid Out		1,595,835	1,974,656	1,795,516	2,625,707	1,736,869	1,736,869	1,980,038	1,736,869	1,736,870	2,038,695	2,841,182	4,380,958	2,181,672	
		(Actual)	(Actual)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	



FIREWISE USA®

Residents reducing wildfire risks

Arizona Department
of Forestry and Fire
Management

State Fire Prevention
Officer

Aaron Casem
1110 W. Washington
Suite 500
Phoenix, Arizona 85007
Office: 602-771-1403
acasem@dffm.az.gov

DFFM A1S
North District FMO
Rick Miller
rmiller@dffm.az.gov
(928) 606-1967

For additional
training
opportunities,
follow us on
Social Media.



SEDONA

Reducing Wildfire Risk in the Home Ignition Zone Course Announcement



DESCRIPTION:

This 1 day course is designed for community members and fire professionals interested in wildfire risk reduction actions property owners can implement to improve home survivability due to a wildland fire threat.

The course will include information on the fundamentals of wildland fire behavior; potential types of ignition sources; the Home Ignition Zone; recommendations for wildfire risk reduction actions; case studies of Wildland Urban Interface fires; National Fire Protection Association Firewise® and the Firewise USA™ recognition program.

There will be a mix of classroom based presentations and field practice with property site visits. Please dress appropriately for weather conditions with pants and closed toe shoes for the property walk-throughs. Participants will want to pack a lunch.

Participants will be required to come eager to learn and must attend the full course to receive a Certificate of Course Completion.

DATE:

Thursday, September 25 - 2025
(1 Day Course)

Registration Deadline:

Tuesday September 23- 2025

TIME:

8:00am – 3:00pm

LOCATION:

Sedona Fire District Station #1 2860
SouthWest DR,
Sedona, AZ 86336

COST: Free

30 Seats Available

Jacob Richardson
DFFM North Zone Prevention
mrichardson@dffm.az.gov
(480) 594-1360



Free Smoke Alarm Installation Event

abf Prevent. Survive. Thrive.




**SEDONA
FIRE
DISTRICT**

**Saturday,
October 11, 2025
9am - 12pm**

The Arizona Burn Foundation has partnered with the Sedona Fire District and the Red Cross to install **free smoke alarms** in this neighborhood!

Please make an appointment to receive free smoke alarm installations in your home and do not hesitate to contact us with any questions that you may have.

Working smoke alarms save lives!

Generously Sponsored By:  **State Farm**



Scan Here



To make an appointment

602-230-2041 | programs@azburn.org | azburn.org

Volunteers Needed

abf Prevent.
Survive.
Thrive.

Sedona Community Smoke Alarm Walk

Saturday,
October 11, 2025
8:15am - 12pm

The Arizona Burn Foundation has partnered with the Sedona Fire District and the Red Cross to **install smoke alarms at no cost to residents** in high-risk neighborhoods!

All necessary tools and training will be provided, along with free breakfast. Feel free to bring your family and friends with you to volunteer - all ages are welcome! The more people we have, the more homes we can reach!

Generously Sponsored By:



602-230-2041 | programs@azburn.org | azburn.org



ConsensusDocs®
BUILDING A BETTER WAY

**ConsensusDocs 500
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER (Where the CM is At-Risk)**



TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS



ARTICLE 1 AGREEMENT

This Agreement is made this 16th day of September in the year 2025, by and between the

OWNER:

Sedona Fire District
2860 Southwest Dr.
Sedona, AZ 86336
P: 928-282-6800

and the

CONSTRUCTION MANAGER:

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

Tax Identification Number (TIN): 86-0433249
Contractor License No., if applicable B-01 069786 and A 110343

for construction and services in connection with the following

PROJECT: Fire Station #4

Brief Description: Construction of new fire station located at 401 Jordan Road, Sedona, AZ 86336. The Project will require demolition, utility infrastructure improvements including, but not necessarily limited to water, sewer, power, communications, etc. Construction will include a new building. The Owner/District may include other miscellaneous improvements at the site, as needed. The scope of the project may also include:

- a. Accommodations for at least eight (8) crew members;
- b. Up to four (4) bays:
 - i. Three (3) pull-through bays; and
 - ii. One (1) Command Vehicle pull-through garage;
- c. Standard Fire Station amenities (e.g., kitchen, dining, day room, exercise spaces, restrooms, etc.)
- d. A whole station generator
- e. A potential meeting room for staff and public use
- f. Secured site and parking lot;
- g. Public parking lot;
- h. Hardscape, landscape, irrigation, and security lighting

Notice to the Parties shall be given at the above "Owner" and "Construction Manager" addresses.

Design Professional is LEA Architects, LLC.



ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations. The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: GMP Amendment Template

Exhibit B: Construction Manager's Provided Insurance

Exhibit C: CMAR's Preconstruction Services Fee Proposal, dated 08/29/25, 7 pages.

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.



2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Substantial Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Force Majeure Events" are those events that are beyond the control of both Construction Manager and Owner, that render performance impracticable or commercially unreasonable, including but not necessarily limited to the events of war, floods, labor disputes, earthquakes, government actions (newly imposed or materially increased tariffs, duties, trade restrictions, or other governmental regulations), epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

2.5.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.15 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.16 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.18 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges



against Construction Manager for delinquent payments; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.19 "Owner" is the person or entity identified in ARTICLE 1.

2.5.20 The "Owner's Notice To Proceed" with the Construction shall mean the written notification(s) supplied by Owner to the Construction Manager to commence with the Construction Phase Work pursuant to §6.1.

2.5.21 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.22 The "Parties" are collectively Owner and Construction Manager.

2.5.23 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.24 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.25 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.26 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.27 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.28 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.29 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.30 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.31 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.



ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is Todd Steffen, President, or designee. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.



3.3.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials. Regular meetings may include public meetings with the Owner's Governing Board upon the Owner's request.

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

3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.



3.3.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.3.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.3.9 NONDISCRIMINATION Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

3.3.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Owner and Construction Manager agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.



3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a statement of any work to be self-performed by Construction Manager.

3.4.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP. The Owner shall not be obligated to approve the GMP unless and until all appropriate adjustments inconsistencies, inaccuracies, or omissions have been corrected in a manner acceptable to both the Owner and the Design Professional.

3.4.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The Owner receives the savings for any amount under the allocation and is responsible for any amount



over the allocation. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.7.1 Escalation Allowance for potentially price-impacted material. The parties acknowledge certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Contract that may impact price increases due to escalation of materials, equipment, or products costs. The Contractor shall give the Owner written notice and documentation of the increased costs.

FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

terminate the Agreement for convenience in accordance with §12.3. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.



3.6.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.7.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.7.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.7.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 CONSTRUCTION MANAGER'S RECORDS Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. To the extent required by Section 35-214 of the Arizona Revised Statutes, Construction Manager agrees to retain all records relating to this Agreement. Construction Manager agrees to make those records available at all reasonable times for inspection and audit by the Owner or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the Substantial Completion of this Agreement. The records shall be provided at the



Owner's business address, or to another location designated by the Owner upon reasonable notice to Construction Manager.

3.7.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work but does not warrant or guarantee their accuracy.

3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.10 WARRANTY

3.10.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.



3.10.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.10.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN ONE YEAR

3.11.1 If before Substantial Completion or within one year after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.11.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.11.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.



3.11.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.13.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.



3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses, incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by



Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.15.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager.

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.15.7.5 The Owner shall not be responsible under this Section 13.15.7 for materials or substances the Construction Manager brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Construction Manager's fault or negligence in the use and handling of such materials or substances.

3.15.7.6 Construction Manager shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Construction Manager brings to the site and negligently handles, or (2) where the Construction Manager fails to perform its obligations under Section 13.15.7, except to the extent that the cost and expense are due to the Owner's fault or negligence.

3.16 SUBMITTALS

3.16.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to



Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.16.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 Construction Manager shall prepare and submit to Owner final marked-up as-built drawings.

3.17 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.18 WORKSITE CONDITIONS

3.18.1 **WORKSITE VISIT** Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 **CONCEALED OR UNKNOWN SITE CONDITIONS** If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall



provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager. However, if tariffs not accounted for in the GMP, no matter when effective, increase the cost and/or time of the Work, the Parties agree to negotiate in good faith a Change Order reflecting any such escalation or de-escalation in the price of materials and/or time for the Work.

3.19.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.22 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress. Construction Manager recognizes the importance of performing the Work in a safe manner; to assist with preventing damage, injury, or loss to, all individuals at the Site, whether working or visiting, shall report to the Construction Manager's field office and sign in before entering the Project Site.

3.23 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes and/or tariffs.



3.24 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection, if necessary. Party's remedies for any breach of this section 3.24, shall be limited to injunctive relief.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION – this paragraph has been intentionally deleted.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.



4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Scott Schwisow, Project Manager. Owner's Representative shall be fully acquainted with the Project and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable



Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by Owner pursuant to the terms of this Agreement; and

5.4.1.2 Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing, and assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement shall be fifteen (15) days after Construction Manager's receipt of the latter of the following:

1. Fully executed Agreement including the GMP Amendment.
2. Evidence of funding satisfactory to Construction Manager.
3. Issuance of Site Permit, Building Permit, and any other permits required to commence the Work and maintain unhindered progress.
4. Owner's Notice to Proceed with Construction.
5. Unhindered access to property, including any off-site Work

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in the GMP Amendment(s) to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.



6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion, and related increased costs of labor and materials. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) disruptions in labor or materials resulting from a health crisis regardless of whether epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated; (n) any change in law, enacted after the date of the GMP, including increased taxes, tariffs, and duties; or (o) Force Majeure Events. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9. Any time gained by the Construction Manager on the Schedule of Work shall not be offset against any delays as described herein.

6.3.1.1 When adverse weather conditions occur, and delay critical path activities, Contractor shall be entitled to an extension of the Critical Path Schedule, determined on a per building basis, for each day the adverse weather condition occurs along with each subsequent day that construction is delayed due to such adverse condition. Such request shall be specific as to each building. Once approved by Owner, such weather delays shall increase the schedule for the affected building(s) on a day for day basis.

6.3.1.2 If Construction Manager is delayed in the performance of the Work due to Wood-frame construction having microbial growth present as milled wood is a natural, nutrient-rich product and it is not practical to eliminate naturally occurring microbial growth during construction, Construction Manager shall not be liable for natural microbial growth during



the course of construction, other than to clean materials consistent with industry standards and shall be responsible for same through Substantial Completion. If Owner decides to remediate naturally occurring microbial growth beyond industry standards prior to Substantial Completion, Owner agrees to do so at Owner's own expense and any delay to Construction Manager as a result of same shall entitle Design-Builder to additional Contract Time and General Conditions costs.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (n) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date shall apply.

6.6.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay Owner Five Hundred and No/100 Dollars (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. Parties expressly acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would be incurred by Owner as a result of Construction Manager's failure to perform the Work in accordance with and within the time specified in this Contract. The Parties accordingly agree, having taken into account all factors that they deem appropriate, including all of the respective rights and obligations under this Contract, that liquidated damages are in lieu of actual damages and are the Parties' reasonable estimate of fair compensation for the losses that are reasonably anticipated to be incurred by Owner from Construction Manager's failure to timely perform in accordance with the Contract, and do not constitute a penalty. The payment of liquidated damages (and, to the extent applicable, termination of the Contract by Owner for default in accordance with the terms hereof) shall be Construction Manager's sole and exclusive obligation and Owner's sole and exclusive



remedy with respect to the failure to timely perform in accordance with the guaranteed dates set forth in this Contract.

6.6.2 ACTUAL DAMAGES In the event that the provisions for the payment of liquidated damages in this Contract are held to be unenforceable as a matter of law, Construction Manager agrees to pay to Owner all actual damages suffered by Owner due to the circumstances giving rise to the liability to pay liquidated damages (had they been enforceable). Any such actual damages shall be subject to the waiver of consequential damages in Section 6.7 but in no event, shall the amount paid to Owner as actual damages exceed the amount that would have been calculated and paid as Liquidated Damages.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, increased financing costs, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 The Construction Manager guarantees that the contract sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. To the extent the Cost of the Work is less than the Guaranteed Maximum Price, the Construction Manager and Owner shall share in such savings:
(Insert specific provisions if the Construction Manager (CM) is to participate in any savings.)

Percentage Split of GMP Savings: 100% to Owner / 0% to Construction Manager.

7.2 Owner shall compensate Construction Manager for Work performed on the following basis:

7.2.1 the Cost of the Work as allowed in ARTICLE 8; and

7.2.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.5.

7.3 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.3.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.4 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.5: The Construction Manager's Fee shall be a stipulated sum equal to 5% of the Guaranteed Maximum Price (GMP).



7.5 FEE ADJUSTMENTS:

7.5.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: Five percent (5%) profit.

7.5.2 except as provided for in §6.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.5.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.6 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: a lump sum Preconstruction Services Fee for a not to exceed amount of One Hundred Twenty-Six Thousand, Five Hundred Seventy-Eight and No/100 Dollars (\$126,578.00), plus Site Investigation Allowance in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) for a combined total of One Hundred Thirty-Six Thousand, Five Hundred Seventy-Eight and No/100 Dollars (\$136,578.00).

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.4.

8.2 COST ITEMS

8.2.1 General Conditions Costs – The General Conditions Costs shall be a stipulated lump sum as defined in the GMP. The General Conditions Costs shall consist of the General Requirements; Warranty, Premiums for Insurance and Bonds; and all applicable taxes.

8.2.1.1 The General Requirements shall include, but is not limited to, the following types of costs incurred during the performance of the construction phase:

- 8.2.1.1.1 payroll costs for the project manager; payroll costs for the superintendent and full-time general foremen; payroll costs for administrative and management personnel resident and working on or off the site;
- 8.2.1.1.2 cost for employee benefits, premiums, taxes, insurance contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Construction Manager;
- 8.2.1.1.3 cost of workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up);
- 8.2.1.1.4 cost of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site;
- 8.2.1.1.5 cost of consultants not in the direct employ of the Construction Manager or subcontractors;
- 8.2.1.1.6 The reasonable cost of travel, accommodations and meals for Construction Manager's personnel necessarily and directly incurred in connection with the performance of the Work.



8.2.1.2 The direct cost and management required to provide the Warranty required by this Agreement or the performance of the Work.

8.2.1.3 Insurance and Bond Premiums required by this Agreement or the performance of the Work.

8.2.1.4 The cost of sales, use, privilege or similar taxes or duties incurred in the performance of the Work.

8.2.2 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.3 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.4 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.5 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.6 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.7 Increased costs due to tariffs or duties, all incurred in the performance of the Work.

8.2.8 Permits, fees, licenses, tests, royalties.

8.2.9 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.

8.2.10 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.11 Water, power, and fuel costs necessary for the Work.

8.2.12 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.13 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.14 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.



8.2.15 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.4 Notwithstanding any provision to the contrary, the Construction Manager shall not be entitled to payment or reimbursement for any cost or expense incurred solely as a result of the errors, omissions or negligence of the Construction Manager or its personnel, Subcontractors, or Subsubcontractors.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request, or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.1.4 Owner reserves the right to submit any proposed Change Order exceeding \$50,001 to its Governing Board for consideration at a public meeting. The Owner shall be solely responsible for any delays associated with such submission or board action. In the event of any such delay, the Construction Manager shall be entitled to a Change Order for an adjustment to the Contract Time and/or Contract Price as provided for, and in accordance with, Article 9. Upon request of Owner, Construction Manager shall attend any such meeting to present and respond to questions regarding any proposed Change Order.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directive work is within the scope of the Work, Construction Manager shall perform the disputed Work and



furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed, plus Ten percent (10%) Overhead and Five percent (5%) profit;

9.3.1.2 a mutually accepted, itemized lump sum including Ten percent (10%) Overhead and Five percent (5%) profit;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus Ten percent (10%) for Overhead and Five percent (5%) for profit.

9.3.1.4 If there is a net increase in the GMP, Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, Construction Manager's Overhead and Fee shall not be adjusted. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give



Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, to the Design Professional a monthly application for payment no later than the Last Day of the calendar month for the preceding thirty (30) Days. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fourteen (14) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-one (21) days after the Owner receives the Application for Payment.

10.2.2 STORED MATERIALS AND EQUIPMENT Applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 – This section has been intentionally deleted.



10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain Ten percent (10%) of the Work, exclusive of the Construction Manager's Fee and General Conditions costs, of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

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

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application



for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager, Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or



use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.



10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 Any other provision of this Agreement to the contrary notwithstanding, the Parties acknowledge that the Owner is a public entity and any indemnification or hold harmless provision shall be limited as required by State law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and Sections 35-154 and 41-621 of the Arizona Revised Statutes.

11.1.4 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 As per the attached Exhibit B.



11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also (a) name the Owner, Subcontractors, Subsubcontractors, and Design Professional as additional insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.4 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.5 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for



the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until a written notice of Substantial Completion has been provided by the Owner. Partial occupancy or use of the Work shall not commence until Construction Manager has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Construction Manager shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Owner or Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

11.3.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Substantial Completion.

11.3.5 POLLUTION LIABILITY INSURANCE As per the attached Exhibit B.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE The additional liability coverage required of the Construction Manager shall be:

11.4.1 Additional Insured. The Owner shall be named as an additional insured on the Construction Manager's CGL specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on the Construction Manager's behalf, in the performance of the Construction Manager's work for the Owner at the Worksite.

11.4.2 Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Owner the costs may be reimbursed by the Owner to the Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.



11.5 BONDS Performance and Payment Bonds are/ are not required of Construction Manager. Such bonds shall be submitted on a per job basis and issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent Construction Manager is required to procure design services in accordance with §3.17, Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than One Million dollars (\$1,000,000) per claim and in the aggregate with the deductible not to exceed Fifty Thousand dollars (\$50,000). Construction Manager's design professional shall pay the deductible.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.



12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2.. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, and supplies not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;



12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions



between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.3 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using:

the current Construction Industry Arbitration Rules of the AAA and administered by the AAA; or the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS.

Unless the Parties mutually agree otherwise in writing, the administration of the arbitration shall be as mutually agreed by the Parties. In order to preserve the quality of the proceedings, unless it is agreed to otherwise by the parties, the Arbitrator(s) selected shall have Construction Litigation experience of at least fifteen (15) years.

Notice of Arbitration Statutes. The Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement or resolve disputes hereunder shall be in Pima County, Arizona. As required by Sections 12-133 and 12-1518 of the Arizona Revised Statutes, notice is provided that the parties to this Agreement will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if: (1) the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit established by rule of that court for mandatory arbitration, or (2) this agreement is a public works contract and the amount in controversy is less than one hundred thousand dollars (\$100,000).

13.5 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.6 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.7 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.



13.8 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

14.9 CONFLICT OF INTEREST The Owner's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Owner is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.



14.10 NON-APPROPRIATION This Agreement shall be subject to available funding. This Agreement may be terminated on the part of the Owner in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Parties retain all rights available under this Agreement, to the extent permitted under Arizona law, in the event of termination or cancellation of this Agreement due to the lack of funding on the part of the Owner.

14.11 CONFIDENTIALITY Any other provision of this Agreement to the contrary notwithstanding, the Parties acknowledge that the Owner is a public entity, and as such is subject to Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes (Sections 39-121 through 39-127). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.

14.12 COMPLIANCE AND LEGAL ARIZONA WORKER REQUIREMENTS To the extent applicable under ARIZ. REV. STAT. § 41 4401, the Construction Manager and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23 214(A). Construction Manager's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Contract and may result in the termination of this Contract by the Owner.

14.13 The Owner may request, and the Construction Manager agrees to furnish, verification of compliance from the Construction Manager or its subcontractors of any tier performing work pursuant to this Contract. Should the Owner reasonably believe or discover that the Construction Manager or its subcontractors of any tier are not in compliance, the Owner may pursue any, and all, remedies allowed by law, including, but not limited to suspension of work, and/or termination of the Contract for default.

14.14 NO ISRAEL BOYCOTT For agreements with a Contract Sum over \$100,000, Construction Manager agrees it is not currently engaged in and agrees that for the duration of the Agreement it will not engage in a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

14.15 NO FORCED LABOR OF ETHNIC UYGHURS Pursuant to the provisions of ARS § 35-394, Construction Manager certifies that it will not use, during the term of the Agreement, i) the forced labor of ethnic Uyghurs in the People's Republic of China, ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or iii) any contractors, subcontractors, or suppliers that use forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. To the extent that Construction Manager discovers an issue for its goods or services provided to the Owner, which is in contravention of the certification above, it will notify the Owner within five (5) Business Days and take corrective actions in order to remain consistent with its certification. If the Construction Manager does not provide the Owner with a written certification that it has remedied the noncompliance within one hundred eighty (180) days after notifying the Owner of the noncompliance, this Agreement shall terminate.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

a. None.

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.



15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

WHEREFORE, the parties have entered into this Agreement as of the day and year first written above.

OWNER: **Sedona Fire District**

BY: _____

NAME: _____

TITLE: _____

CONSTRUCT MANAGER: **CORE Construction, Inc.**

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT.





**Exhibit A – Template
AMENDMENT NO. 1 TO ConsensusDocs® 500**

**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER**

Dated [____].

Pursuant to Section 3.4 of the Agreement dated [____] between the Owner, [____] and the Construction Manager, [____] for [____] (the Project), the Owner and the Construction Manager desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Construction Manager's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Construction Manager's Fee as set forth in Section 7.4, is [____] Dollars (\$[____]).

Notwithstanding the itemization above, there is one overall Guaranteed Maximum Price, and the individual line items are not separate price maximums. The Construction Manager shall be permitted to reallocate the individual line items and to provide an updated Schedule of Values to the Owner that reflects any such reallocation at its sole discretion, provided that it does not exceed the Guaranteed Maximum Price.

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A - GMP Sheet, dated [____], [____] pages.

EXHIBIT B – Basis of GMP (Allowances, Assumptions and Clarifications on which the GMP is based), dated [____], [____] pages.

EXHIBIT C – Enumeration of Drawings and Specifications, including Addenda, if any, and information furnished by the Owner under Section 4.3, dated [____], [____] pages.

EXHIBIT D – Baseline Project Schedule, dated [____], [____] pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is [____]; (____) calendar days from the Date of Commencement.



WHEREFORE, the parties have entered into this Amendment as of the day and year first written above.

OWNER:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CONSTRUCTION MANAGER:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

END OF DOCUMENT.



Exhibit B

CONSTRUCTION MANAGER PROVIDED INSURANCE

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

Coverage for General Liability (GL) must include Additional Insured coverage in favor of the Owner and Architect for both ongoing and completed operations utilizing the combination of forms CG 20 10 12 19 and CG 20 37 12 19 or their equivalents. GL coverage must be on a primary/non-contributory basis and have a per project aggregate endorsement.

The following limits and coverages are required:

Worker's Compensation	Statutory in the state in which the project is located
Employer's Liability	\$1,000,000 Ea. Accident, \$1,000,000 Disease \$1,000,000 Policy limit
General Liability	Limits must meet the minimums set forth below, or the policy limit, whichever is greater: \$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate
Excess Liability	\$2,000,000 per occurrence and general aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability (E&O Coverage)	\$1,000,000 per claim and in the aggregate

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

Property Insurance:

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

Owner and Construction Manager waive all rights against each other and against all Subcontractors, Sub-subcontractors, Material Suppliers, and the Architect/Engineer, for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the Construction Manager. The Owner or Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

Exhibit C



13835 N. Northsight Blvd., Suite 100
Scottsdale, AZ 85260

T 602.494.0800

Copy

Ed Mezulis
Fire Chief
Sedona Fire District
2860 Southwest Drive
Sedona, AZ 86336

August 29, 2025

Re: Preconstruction Services Fee Proposal | Fire Station #4 Construction

Mr. Mezulis,

The CORE Team is truly appreciative for this opportunity to serve the Sedona Fire District. We are honored by the trust you have placed in our team and we are fully committed to successfully delivering the Fire Station #4 Construction that will serve the community and first responders for decades to come!

PROJECT DEFINING ELEMENTS

This proposal is based upon the following project defining elements:

1. The Sedona Fire District intends to provide a new Fire Station, complete with the required infrastructure, floor space, storage, technology, and environmental features to provide a reliable, efficient, safe and secure facility to meet the current and future demands of the District.
2. The new Fire Station Site is to be located at 401 Jordan Rd, Sedona AZ.
3. The project will require demolition, utility infrastructure improvements including, but not necessarily limited to water, sewer, power, communications, etc.
4. Construction will include a new building, complete with the latest technology, furniture, fixtures, and equipment necessary to house a new state-of-the-art facility.
5. The District may include other miscellaneous improvements at the site, as needed. The scope of the project may also include:
 - a) Accommodations for at least eight (8) crew members
 - b) Up to four (4) bays
 - Three (3) pull-through bays
 - One (1) Command Vehicle pull-through garage
 - c) Standard Fire Station amenities (e.g., kitchen, dining, day room, exercise spaces, restrooms, etc.)
 - d) A whole station generator
 - e) A potential meeting room for staff and public use
 - f) Secured site and parking lot
 - g) Public parking lot
 - h) Hardscape, landscape, irrigation, and security lighting
6. The District anticipates completing construction by Summer of 2028
7. CORE to provide Cost Model estimates at the following design milestones (CORE pricing of each package will be ~4 weeks):
 - a) Program/Conceptual Design
 - b) Schematic Design

coreconstruction.com



Exhibit C

- c) Design Development
- d) Construction Documents (Permit Submittal)

DESIGN PHASE SERVICES UP TO GMP APPROVAL

CORE'S PRECONSTRUCTION PHASE SERVICES SCOPE

CORE scope of services begins with a **Mission** to provide **Leadership** and **Professional Service** towards **Best Value** through a collaborative and transparent process. CORE leads the preconstruction effort—facilitating coordination, informing project decisions, and managing key milestones—while working closely with the Owner and Design Team to align priorities and develop a reliable, Best Value Guaranteed Maximum Price (GMP).

CORE's approach is structured around the three critical drivers of project success: Cost (C), Quality (Q), and Schedule (S). The CORE process seeks to eliminate industry-consistent issues that impact project success. Industry issues include cost dependability, quality documentation and clarity, and starting and completing construction on time. Most of these challenges are influenced by communication gaps and misaligned expectations. Our process is designed to daylight these issues early, improve team alignment, and allow our team to manage projects with clarity, accountability, and exceptional success.

Below, we have compiled a specific list of services that will facilitate this mission within our unique process.

1. PROGRAM/CONCEPTUAL PHASE

At this pre-design phase, the project will define the project objectives and establish a total building area with an understanding of Sedona Fire District's Big Picture Outcome (BPO) goals of the project.

a. CORE's role during the Program/Conceptual Phase:

To create a preliminary informing summary cost model with an understanding that refinement will likely occur before the programming phase is complete and the design progresses to Schematic Design.

2. SCHEMATIC PHASE

At this phase, the team will focus on establishing a clear understanding of the Sedona Fire District's operational needs, goals, and site opportunities for the new Fire Station #4 facility. By the end of schematic design, the project size and footprint will be finalized. The entire team will begin to see the space take shape as initial considerations are given to textures, materials, and system strategies. MEP and special systems will be outlined, and multiple mechanical options will be explored.

CORE's approach to quality begins long before construction documents are issued; it starts with the Owner's vision. Quality is initially benchmarked not through specifications alone, but through a clear understanding of what success looks like for Sedona Fire District. These goals—referred to as Big Picture Outcomes (BPOs)—may include establishing a prominent presence, managing to budget and schedule, ensuring continuity of team members, and maintaining open, consistent communication with key stakeholders. Defining these outcomes early allows the team to align expectations and evaluate decisions through a shared lens.

Exhibit C

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

CORE will develop a detailed, flexible cost model for the full building and site based on the schematic design documents. This model will account for quantity, quality, design intent, Big Picture Outcomes, and any unique project features. CORE will lead early discussions with Sedona Fire District stakeholders to define and document these priorities, ensuring they inform system evaluations, design development, and cost alignment throughout the process.

In addition, CORE will assist in evaluating Best Value options for the structure, envelope, mechanical systems, and site development strategies. We will also establish preliminary allowances for finishes, equipment, long-lead items, and specialty components. These evaluations will be grounded in cost clarity, constructability, operational performance, and alignment with the Sedona Fire District's goals.

In parallel, CORE will work with the team to identify and address risks that could impact project cost, schedule, or quality. These Risk/Solutions will be resolved during design to clarify scope, align responsibilities, and avoid costly rework or delays during construction. Each item will be assessed through CORE's six factors of Operational Excellence—Safety, Quality, Schedule, Cost, Trade Partners, and Client—to ensure alignment with overall project performance and Owner priorities.

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

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

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

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

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

iii. **Basis of Estimate**

This document will provide any further clarification to our assumptions.

iv. **Cost Benchmarking and Alignment**

CORE will develop a living benchmark tailored to the project, updated at each milestone to evaluate alignment, flag variances, and guide cost optimization discussions.

v. **Options Studies**

CORE will provide targeted analysis of system and material options where appropriate, with a particular focus on mechanical system alternatives during schematic design. Additional studies may include finishes, other MEP systems, or Unique Features of Work (UFWs) as needed. Each study will evaluate cost, safety, QA/QC, logistics, constructability, and schedule impacts.

As part of this process, CORE will maintain a Scope Options Log—a dynamic tracking tool that provides real-time visibility into additive and deductive scope alternatives. Each option will be evaluated based on its cost, impact on quality, and alignment with the project's Big Picture Outcomes (BPOs). This log supports transparent, collaborative decision-making and helps ensure the Owner retains control over both budget and design intent as the project evolves.

These studies enable the team to make timely, informed decisions, especially when multiple solutions could meet functional needs in different ways.

v. **Constructability Review**

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

1. How does it impact the milestone schedule?

Exhibit C

2. Should the team involve a subcontractor for additional feedback?
 3. What safety considerations should be made?
 4. Are there any site logistics issues?
 5. How should it be detailed on the documents?
 6. What are the QA/QC considerations?
 7. Are there options to consider (i.e. alternate systems/materials evaluation)?
- vi. **Preliminary Preconstruction and Construction Schedule**
This will be developed from the detailed quantity estimate and take into consideration design duration, material procurement durations, and construction task durations. At this stage, CORE, the Sedona Fire District, and Design team will strategize on a potential early GMP package for site related construction and long-lead material procurement.
- vii. **Development of initial prequalified subcontractor list**
This will include at a minimum of three bidders per trade. CORE will pursue subcontractor input at this stage will be focused on unit cost and constructability.
- viii. **FF&E**
CORE will support the Owner and Design Team as they continue to develop scope and budget for all FF&E.

3. DESIGN DEVELOPMENT PHASE

At this stage, the project's size and systems have been defined. The team now shifts focus to finishes, functional details, and specification development. CORE's role is to help ensure the evolving design remains consistent with the project's cost, quality, and schedule goals by providing ongoing estimating, constructability input, and support for risk resolution.

CORE will update the cost model based on design progression and Trade Partner input, while working closely with the Design Team and Owner to address issues that could impact scope, cost, or schedule. These efforts help maintain alignment with the Owner's Big Picture Outcomes (BPOs) and support timely, informed decision-making.

a. CORE's role during the Design Development Phase:

To provide an updated estimate and construction insight based on quantity take-offs and Trade Partner feedback, while supporting design validation, scope clarity, and alignment with project priorities. At this stage, there is a potential to provide an early GMP for demolition, site related construction and long-lead material procurement.

b. Basic Scope of Services required to fulfill this role

i. Detailed Quantity Take-off & Estimate

CORE will update the cost model to reflect the design development documents and incorporate feedback from estimating and trade input.

ii. Work Breakdown Structure (WBS)

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

iii. Basis of Estimate

This document will be revised to reflect the current estimate and will clarify assumptions, inclusions and exclusions, and any scope considerations that may impact cost. It serves to clarify design intent and inform design development as the project moves forward.

Exhibit C

iv. Options Studies

CORE will provide options analysis on finishes, systems, or unique scope elements as needed. Each option will be evaluated for cost, schedule, quality, and constructability impacts and tracked through the scope options process to support informed decision-making.

v. Constructability Review

Again, the purpose of the constructability review is to develop design issues related to construction. This information will be updated based upon newly identified UFWs.

vi. Updated Preconstruction and Construction Schedule

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

vii. Updated Prequalified Subcontractor List

CORE will provide a specific list of subcontractors to bid the design development documents and incorporate Sedona Fire District comments and suggestions.

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

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

ix. FF&E

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

4. CONSTRUCTION DOCUMENTS PHASE

During this phase, the team will advance the design toward permit-level documents by finalizing finish schedules, site details, and project specifications. CORE's role is to support document development, procurement strategy, and pricing efforts by evaluating constructability, providing cost feedback, and preparing GMP(s) aligned with the evolving design and project needs. The culmination of this phase includes submission for permit and development of the Guaranteed Maximum Price (GMP).

a. CORE's role during the Construction Documents Phase:

During this phase CORE will likely provide the Guaranteed Maximum Price (GMP). As previously mentioned, there could be an early GMP that is developed during the Design Development Phase, so this GMP would be for the balance of the project scope, if it is deemed appropriate to have multiple GMP's. If multiple GMP's are not desired by Sedona Fire District, CORE would likely provide (1) GMP at the Construction Documents Phase.

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

i. Basis of Estimate

This will be the clarification to each GMP. It will define any and all contingencies, allowances, proprietary specifications and/or vendors, and anything else that serves to clarify the basis of our estimate.

ii. Constructability Review

This will be an updated look at the analysis done in previous phases as well as a look at the newest UFW.

iii. Updated Construction Schedule

This will be a milestone construction schedule specific to the scope identified in the Construction Documents. Long Lead procurement will be updated in this schedule.

Exhibit C

- iv. **Finalized List of Prequalified Subcontractors to Bid**
CORE will look for input from the entire team on the final list of invited subcontractors. This will include at a minimum of three bidders per trade; major trades of construction will be sought with a minimum of 5 bidders per trade.
- v. **Final Site Logistics Plan and Phasing Plan**
As all other details are finalized CORE will have the information necessary to submit the site logistics and lay-down plan for approval.
- vi. **FF&E**
CORE will assist in the coordination of FF&E with the rest of the project scope; scoping, bidding and final selection of vendors will be by Sedona Fire District.

5. GENERAL COMMENTS

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

- a. **Building Information Modeling During Preconstruction:**
CORE will use the REVIT model provided by the designer to look for clashes, provide clarification to subcontractors for bidding, and to partner with this project team.
- b. **Meeting Attendance:**
CORE will be present at the Project Kick-Off Meeting, Stakeholders and Public Agencies Meetings, Partnering Sessions, Project Workshops, Design Workshops, Utility Coordination Meetings, Comment Resolution Meetings, GMP Review/Negotiation Meetings, and all programming, schematic, design development and construction documents meetings, as required.
- c. **LEED:**
CORE has not considered costs for a LEED Champion or registration with the USGBC, our LEED Accredited Team Members will support the Design Professional and Owner Teams during Preconstruction.
- d. **Topographic Survey:**
CORE has not included any costs for topographic survey.
- e. **Envelope Consultant:**
CORE has not included any costs for an envelope consultant.
- f. **Design-Assist:**
CORE has not included any costs for design-assist.
- g. **Order Long Lead Items Allowance:**
CORE has not included any costs for ordering long lead items. CORE has included the services necessary to assess Long Lead Items, and if necessary, prepare an early procurement GMP.
- h. **Reimbursable Allowances**
CORE has included the following reimbursable allowances as additional services:
 - Site Investigation allowance for private locating, potholing, etc. of \$10,000.00.

Exhibit C

PRECONSTRUCTION FEE

We propose to provide these services for a Not to Exceed amount of \$126,578.00

PRECONSTRUCTION WORKFORCE PROJECTIONS											
DESCRIPTION	UNITS	Program / Conceptual	Schematic Design	Design Development	Construction Documents	RATE	Program / Conceptual	Schematic Design	Design Development	Construction Documents	TOTAL
DIRECTOR OF PRECON	HRS	10	30	30	36	\$ 190	\$ 1,900	\$ 5,700	\$ 5,700	\$ 6,840	\$ 20,140
PRECON MANAGER	HRS	42	92	92	112	\$ 144	\$ 6,048	\$ 13,248	\$ 13,248	\$ 16,128	\$ 48,672
ASST. PRECON MANAGER	HRS	42	92	92	112	\$ 107	\$ 4,494	\$ 9,844	\$ 9,844	\$ 11,984	\$ 36,166
PROJECT MANAGER	HRS	4	16	16	40	\$ 144	\$ 576	\$ 2,304	\$ 2,304	\$ 5,760	\$ 10,944
SUPERINTENDENT	HRS	2	16	16	40	\$ 144	\$ 288	\$ 2,304	\$ 2,304	\$ 5,760	\$ 10,656
PHASE TOTALS		100	246	246	340		\$ 13,306	\$ 33,400	\$ 33,400	\$ 46,472	
											\$ 126,578

Preconstruction Services Fee		
Phase of Preconstruction	% of Preconstruction	Total
Program / Conceptual	11%	\$ 13,306
Schematic Design	26%	\$ 33,400
Design Development	26%	\$ 33,400
Construction Documents	37%	\$ 46,472
	100%	\$ 126,578

TOTAL PRECONSTRUCTION SERVICES FEE: \$ 126,578

Reimbursable Allowances	
Description	Total
Site Investigation Allowance	\$ 10,000
TOTAL	\$ 10,000

TOTAL PRECONSTRUCTION FEE WITH ALLOWANCES \$ 136,578

CONSTRUCTION FEE

Construction Fee: 5% of Guaranteed Maximum Price (GMP)

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

Sincerely,



Jason Santor
 Director of PreConstruction
 CORE Construction

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of September in the year Twenty Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Sedona Fire District
2860 Southwest Drive
Sedona AZ 86336

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

LEA Architects LLC
1730 E. Northern Ave. Ste. 110
Phoenix, AZ 85020

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

Sedona Fire District Fire Station No. 4
401 Jordan Rd.
Sedona AZ

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 20:03 21 ET on 09/10/2025 under Order No.2114753772 which expires on 08/17/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1697986611)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Building	Site
<ul style="list-style-type: none"> • Single-story Building • Apparatus Bays / Apparatus Support <ul style="list-style-type: none"> o Three (3) Apparatus Drive-Thru Bays o One (1) Command Vehicle Drive-Thru Bay o Turn-out Gear Storage o Limited Decon Room o Utility Room o EMS Storage o General Storage • Living / Admin. Areas <ul style="list-style-type: none"> o Dayroom o Kitchen / Dining <ul style="list-style-type: none"> • Shift Pantries / Common Pantry o Dormitories for (8) o Physical Conditioning (Fitness/Injury Reduction) o ADA Accessible Public Restroom o Unisex (Individual) Staff Bathrooms for 8 o Wellness (Lactation Room) o Laundry Room o Radio / Telecom Room o Electrical / Janitorial Rooms 	<ul style="list-style-type: none"> • Site is approx. 1.63 acres • Public Parking Spaces • Staff Parking Spaces • New Utilities & Infrastructure <ul style="list-style-type: none"> o Water o Sewer o Storm Water o Electrical o Natural Gas • Stand-By Diesel Generator (Whole Building) • Landscaping / Irrigation • Security Lighting

Init.

- | | |
|---|--|
| <ul style="list-style-type: none"> o General Storage o BC Office / Dorm / RR / Living | |
|---|--|

§ 1.1.2 The Project's physical characteristics:

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

Approx. 12,000 SF
Site is Approx. 1.63 acres

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

TBD

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk (CMAR) – CORE Const.

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

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

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

Scott Schwisow PM
Sedona Fire District
Scott Schwisow <sschwisow@sedonafire.org>(928) 301-0895

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Ed Mezulis, Fire Chief
Sedona Fire District
emezulis@sedonafire.org

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

.1 Geotechnical Engineer:

Retained by LEA Architects LLC

.2 Civil Engineer:

Retained by LEA Architects LLC

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Lance Enyart AIA
1730 E. Northern Ave. Ste. 110
Phoenix AZ 85020

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BDA Design
7047 E. Greenway Pkwy Ste. 250
Scottsdale AZ 85254
(480) 398-7729
Greg Brickey PE

.2 Mechanical Engineer:

Applied Engineering
2800 S. Rural Rd. Ste. 101
Tempe, AZ 85282
(480) 968-3070
Greg Praino PE

.3 Electrical Engineer:

VOLTA
1730 E. Northern Ste.
Phoenix AZ 85020

(480) 659-0511
William Bethurum IV PE

§ 1.1.11.2 Consultants retained under Supplemental Services:

Landscape Architect – Design Ethic, Brandon Paul PLA
Sustainable Consultant – Quest Energy Group, Grek Kinkel

§ 1.1.12 Other Initial Information on which the Agreement is based:

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)
Addendum Supplements and Amendments to AIA Document B101-2017

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Init.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

(Paragraph deleted)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

(Paragraph deleted)

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other

requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

(Paragraph deleted)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

Init.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (Dibble)
§ 4.1.1.9 Landscape design	Architect (Design Ethic)
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	See Exhibit A
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	See Exhibit A
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect (VOLTA) – Infrastructure
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect (Quest Energy – Energy Modeling only)
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	See Exhibit A
§ 4.1.1.29 Other services provided by specialty Consultants	Geotechnical Investigation (WT)
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

Init.

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Two (22) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

Init.

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

Init.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Init.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

Init.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

Init.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)

- .2

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates or Negotiated Fee

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As per attached 'A/E Proposal' dated August 25th, 2025

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.25 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Addendum Supplements and Amendments to AIA Document B101-2017

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[x] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

A/E Proposal' dated August 25th, 2025 (Attachments 1, 2 and 3)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Addendum Supplements and Amendments to AIA Document B101-2017

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Lance Enyart, AIA

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:03:21 ET on 09/10/2025.

PAGE 1

AGREEMENT made as of the Sixteenth day of September in the year Twenty Twenty-Five

...

Sedona Fire District
2860 Southwest Drive
Sedona AZ 86336

...

LEA Architects LLC
1730 E. Northern Ave. Ste. 110
Phoenix, AZ 85020

...

Sedona Fire District Fire Station No. 4
401 Jordan Rd.
Sedona AZ
PAGE 2

Building	Site
<ul style="list-style-type: none"> • <u>Single-story Building</u> • <u>Apparatus Bays / Apparatus Support</u> <ul style="list-style-type: none"> o <u>Three (3) Apparatus Drive-Thru Bays</u> o <u>One (1) Command Vehicle Drive-Thru Bay</u> o <u>Turn-out Gear Storage</u> o <u>Limited Decon Room</u> o <u>Utility Room</u> o <u>EMS Storage</u> o <u>General Storage</u> • <u>Living / Admin. Areas</u> <ul style="list-style-type: none"> o <u>Dayroom</u> o <u>Kitchen / Dining</u> <ul style="list-style-type: none"> • <u>Shift Pantries / Common Pantry</u> o <u>Dormitories for (8)</u> o <u>Physical Conditioning (Fitness/Injury Reduction)</u> o <u>ADA Accessible Public Restroom</u> o <u>Unisex (Individual) Staff Bathrooms for 8</u> o <u>Wellness (Lactation Room)</u> o <u>Laundry Room</u> o <u>Radio / Telecom Room</u> o <u>Electrical / Janitorial Rooms</u> o <u>General Storage</u> 	<ul style="list-style-type: none"> • <u>Site is approx. 1.63 acres</u> • <u>Public Parking Spaces</u> • <u>Staff Parking Spaces</u> • <u>New Utilities & Infrastructure</u> <ul style="list-style-type: none"> o <u>Water</u> o <u>Sewer</u> o <u>Storm Water</u> o <u>Electrical</u> o <u>Natural Gas</u> • <u>Stand-By Diesel Generator (Whole Building)</u> • <u>Landscaping / Irrigation</u> • <u>Security Lighting</u>

o BC Office / Dorm / RR / Living	
----------------------------------	--

PAGE 3

Approx. 12,000 SF
Site is Approx. 1.63 acres

...

TBD

...

TBD

...

TBD

...

TBD

...

TBD

...

Construction Manager at Risk (CMAR) – CORE Const.

...

~~§ 1.1.6.4 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Scott Schwisow PM
Sedona Fire District
Scott Schwisow <sschwisow@sedonafire.org> (928) 301-0895

PAGE 4

Ed Mezulis, Fire Chief
Sedona Fire District
emezulis@sedonafire.org

...

Retained by LEA Architects LLC

...

Retained by LEA Architects LLC

...

TBD

...

Lance Enyart AIA
1730 E. Northern Ave. Ste. 110
Phoenix AZ 85020

...

BDA Design
7047 E. Greenway Pkwy Ste. 250
Scottsdale AZ 85254
(480) 398-7729
Greg Brickey PE

...

Applied Engineering
2800 S. Rural Rd. Ste. 101
Tempe, AZ 85282
(480) 968-3070
Greg Praino PE

...

VOLTA
1730 E. Northern Ste.
Phoenix AZ 85020
(480) 659-0511
William Bethurum IV PE

PAGE 5

Landscape Architect – Design Ethic, Brandon Paul PLA
Sustainable Consultant – Quest Energy Group, Grek Kinkel

...

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)
Addendum Supplements and Amendments to AIA Document B101-2017

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$—Two Million (\$2,000,000))~~ per claim and Two Million (\$ 2,000,000) in the aggregate.

PAGE 7

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

...

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

PAGE 8

~~§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.~~

§ 3.5 Procurement Phase Services

§ 3.5.1 General

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

§ 3.5.2 Competitive Bidding

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:~~

- ~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~.2 organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
- ~~.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

~~§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 11

§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	Architect
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management responsibilities	Architect
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect (Dibble)
§ 4.1.1.9	Landscape design	Architect (Design Ethic)
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	See Exhibit A
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	See Exhibit A
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect (VOLTA) – Infrastructure
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Architect (Quest Energy – Energy Modeling only)
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	See Exhibit A
§ 4.1.1.29	Other services provided by specialty Consultants	Geotechnical Investigation (WT)
§ 4.1.1.30	Other Supplemental Services	N/A

PAGE 12

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)

N/A
PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Two (22) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

Arbitration pursuant to Section 8.3 of this Agreement
PAGE 19

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)

.2 ~~Percentage Basis~~
~~(Insert percentage value)~~

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

.3 ~~Other~~
~~(Describe the method of compensation)~~

PAGE 20

As per attached 'A/E Proposal' (Attachments 1, 2 and 3)

...

Hourly Rates or Negotiated Fee

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

...

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:~~

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)

~~Total Basic Compensation one hundred percent (100 %)~~

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent~~

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

~~§ 11.6.4~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

As per attached 'A/E Proposal' dated August 25th, 2025
PAGE 21

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

1.25 % per annum

...

Addendum Supplements and Amendments to AIA Document B101-2017

...

~~.2 — Building Information Modeling Exhibit, if completed:~~

...

~~[] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[—x]~~ Other Exhibits incorporated into this Agreement:

PAGE 22

A/E Proposal' dated August 25th, 2025 (Attachments 1, 2 and 3)

...

Addendum Supplements and Amendments to AIA Document B101-2017

...

Lance Enyart, AIA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lance Enyart, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:03:21 ET on 09/10/2025 under Order No. 2114753772 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



ADDENDUM
SUPPLEMENTS AND AMENDMENTS TO
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT
AIA DOCUMENT B101-2017

The following supplements and amendments shall be considered part of the Standard Form of Agreement Between Owner and Architect, AIA Document B101-2017, entered into by the Sedona Fire District, a political subdivision of the State of Arizona (“Owner”) and LEA-Architects, LLC, an Arizona corporation (“Architect”), dated September 16, 2025, and shall amend said Standard Form of Agreement Between Owner and Architect as set forth herein. Where “Shall be amended to read as follows:” is used herein, the printed language of the designated portion of the AIA document is to be disregarded.

Article 2 – Architect’s Responsibilities

2.3 Add the following sentence at the end of the existing paragraph:

If the Architect’s representative is changed, the Architect shall notify the Owner in writing seven (7) days prior to the change, if foreseen, or immediately thereafter, if unforeseen.

2.3.1 Add the following as a new paragraph:

Prior to initiation of design, the Architect shall identify, in writing, for approval by the Owner, the principal member(s) of the design team to be assigned to the project, if not included in Section 1.1.11, and shall provide information supporting the professional qualifications of each for the work on the projects. Upon approval of the Owner of the key members assigned to the design team by the Architect, the assignments of such members shall remain fixed for the term of the project, unless reassignment from the team is approved in advance by the Owner. If key personnel are not available for work under this Agreement for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Architect shall immediately notify the Owner, and shall, subject to the concurrence of the Owner, replace such personnel with personnel of substantially equal ability and qualifications.

2.3.2 Add the following as a new paragraph:

In the event that a change in the composition of the design team is required, the Architect shall nominate, for the Owner's approval, a substitute replacement in the same manner as the design team members were first nominated. The Owner's approval shall be obtained in advance before any such transfer or replacement occurs.

2.3.3 Add the following as a new paragraph:

For purposes of this Agreement, the key member(s) of the design team are as follows:

See contract# AIA B101-2017, Article I

Article 3 – Scope of Architect's Basic Services

3.6.1.3 Shall be amended to read as follows:

The Construction Phase Services will commence with the award of the Contract for Construction, and together with the Architect's obligation to provide Basic Services under this Agreement, will terminate upon the earlier of (i) the issuance of the Architect's final Certificate for Payment, or (ii) 60 days after the date of Substantial Completion of the work.

3.6.1.4 Add the following as a new paragraph:

After the termination of the Architect's obligations to provide Basic Services, the Architect services shall remain available to the Owner for a period of 360 days should assistance be required by the Owner in resolution or correction of errors and omissions discovered in the work as installed, or in any record drawings as were delivered to the Owner. Whenever such assistance is required, the Architect, wherever possible, shall make available the members of the project team who worked on the project. If additional services are reasonably needed due to design related problems, then the additional services shall be included as part of the Basic Services herein. If the additional services are not design related, then the additional services shall be compensable to the Architect as an "Additional Service" herein

3.6.2.1 Add the following sentences at the end of the existing paragraph:

Expenses for such visits shall be part of the Basic Services, and included as part of the reimbursable expenses referenced in Article 11.

3.6.6.1.1 Shall be amended to read as follows:

as assisted by the CMAR, conduct inspections to determine the degree of completion of the work. With the concurrence and subject to the approval of the Owner, the Architect shall establish the dates of Substantial Completion and final completion. All material and/or services are subject to final inspection and approval by the Owner. Materials and/or services failing to conform to the specifications required under this Agreement will be held at the Architect's risk and may be returned to the Architect. If returned, all costs are the responsibility of the Architect. The Owner may, by a written determination, elect to do any or all of the following: (i) waive the nonconformity, (ii) order a stop to the work immediately, or (iii) order the material and or services to be brought into compliance;

3.6.6.1.4 Add the following sentence at the end of the existing paragraph:

The final certificate shall not be issued, however, until all required documents have been received and accepted by Owner.

3.6.6.4 Shall be amended to read as follows:

The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; (3) documentation evidencing significant changes to the Work made during construction, including marked-up prints, drawings, and other data or documents furnished by the CMAR or Contractor to the Architect; and (4) any other documentation required of the Contractor under the Contract Documents.

3.6.6.5 Add the following as a new paragraph:

The Architect's services shall remain available to the Owner for a period of 90 days after issuance and acceptance of the final Certificate of Payment (or 360 days from termination of Architect's obligation to provide Basic Services, whichever occurs last) to assist, as required, in the resolution of corrections or errors or omissions

discovered in the CMAR or other Contractor's work as installed, or in the closeout documentation as were delivered to the Owner.

Article 4 – Supplemental and Additional Services

4.2.1.7 Add the following sentences at the end of the existing paragraph:

This includes attending meetings of the Owner's Board, if requested by the Board. The Architect shall also provide progress reports for consideration at such meetings. If the Architect or the Architect's representative is requested to travel to attend a Board meeting, such attendance shall be compensated according to Article 11, except where attendance is requested due to the alleged errors or omissions of the Architect, in which case compensation shall be subject to the Owner's reasonable discretion.

Article 5 – Owner's Responsibilities

5.1 Add the following sentences at the end of the existing paragraph:

To the best of its ability, and to the extent such information is available or has been developed, the Owner shall provide the foregoing information. Additional information reasonably required by the Architect will be developed jointly by the Owner and the Architect after review of the program.

5.3 Shall be amended to read as follows:

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. If the Owner's representative is changed, the Owner shall notify the Architect in writing seven (7) days prior to the change, if foreseen, or immediately thereafter, if unforeseen. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.10 Shall be amended to read as follows:

The Owner, upon mutual agreement of the parties, shall furnish such legal, insurance and accounting services, as it deems necessary at any time for the project, including such auditing services as the Owner may require to verify an application for payment or to ascertain how or for what purposes the Contractor is using the

monies paid on behalf of the Owner. However, the Architect, in fulfilling its obligation under this Agreement, shall fully cooperate and participate in any such investigation, including the furnishing of any data, information or documentation known to his employees available within the Architect's records to assist such investigation.

5.11 Add the following sentence at the end of the existing paragraph:

Such notice is incidental to the Owner's role, however, and in no way relieves the CMAR or the Architect of the CMAR's or the Architect's responsibilities, respectively, to maintain familiarity with the progress and quality of Work and to determine if the Work is proceeding in accordance with the Contract Documents.

Article 6 – Cost of the Work

6.1.1 Add the following as a new paragraph:

If errors in the project are detected in the plans and specifications before the Work is in place, the cost of any redesign required to correct the error shall be borne by the Architect. If the error is not detected until after the Work is in place, the Architect shall bear the cost of removal and replacement of any construction erroneously in place.

6.1.2. Add the following as a new paragraph:

If omissions in the project are detected in the plans and specifications before the Work is in place, the cost of any redesign required to incorporate the item or feature omitted shall be borne by the Owner. Any additional construction cost in this instance resulting from the inclusion of the omitted item or feature shall also be borne by the Owner. If, however, the omission is not detected until after the Work is in place and removal or replacement of a portion of the construction is required, and if incorporation of the omitted item or feature should reasonably and properly have been provided by the Architect, then the cost of the removal and reconstruction required to begin incorporation of the omitted item or feature shall be borne by the Architect.

6.1.3 Add the following as a new paragraph:

Responsibility for correction of errors and omissions as set forth above shall apply not only to the Architect but also equally to any consultants engaged by Architect

in the interest of the Work, including but not limited to additional structural, mechanical and electrical engineering services. It shall be the Architect's responsibility to oversee that Work.

Article 9 – Termination or Suspension

9.10 Add the following as a new paragraph:

The Owner may terminate this Agreement pursuant to the provisions of A.R.S. § 38-511.

9.11 Add the following as a new paragraph:

The Owner reserves the right to cancel the whole or any part of this Agreement due to failure by the Architect to carry out any obligation, term or condition of this Agreement. The Owner will issue written notice to the Architect for acting or failing to act as in any of the following:

- (i) The Architect fails to adequately perform the services set forth in the specifications of the Agreement.
- (ii) The Architect fails to complete the work required within the time stipulated in this Agreement.
- (iii) The Architect fails to make progress in the performance of the Agreement and/or gives the reason to believe that the Architect will not or cannot perform to the Owner the requirements of the Agreement.

Upon receipt of the written notice of concern, the Architect shall have ten (10) calendar days to provide a satisfactory response to the Owner. Failure on the part of the Architect to adequately address all issues of concern may result in the Owner resorting to any single or combination of remedies including but not limited to the cancellation of this Agreement or any rights or claims to damages for breach of any covenants of this Agreement.

The Owner may recover any actual excess costs from the Architect by:

- (i) A deduction from an unpaid balance
- (ii) A collection against the bid and/or performance bond, or
- (iii) Any combination of the above or any other remedies as provided by law

Article 10 – Miscellaneous Provisions

10.10 Add the following as a new paragraph:

To the fullest extent permitted by law, the Architect shall defend, (to the extent coverage exists under the insurance policies specified in Article 2 of the B101) indemnify, and hold harmless the Owner, its, representatives, officers, directors, officials, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, to the extent caused by the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Architect, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Architect may be legally liable.

10.11 Add the following as a new paragraph:

The Architect warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Architect shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

10.12 Add the following as new paragraphs:

The Architect is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The Architect further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who

breaches may be subject to penalties up to and including termination of the Agreement.

The Owner retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

10.13 Add the following as new paragraphs:

To the extent applicable, and if the Agreement exceeds \$100,000, the Architect certifies that it does not currently, and agrees for the duration of the Agreement that it will not, engage in a boycott of goods or services from Israel. The Architect further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Architect (if any) are currently engaged in a boycott of Israel.

"Boycott of Israel" shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

10.14 Add the following as a new paragraph:

To the extent applicable, the Architect certifies that it does not currently, and agrees for the duration of the Agreement that it will not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Architect becomes aware during the term of the Agreement that it is not in compliance with this certification, the Architect shall notify the Owner within five days of becoming aware of the noncompliance. If the Architect does not provide the Owner with a written certification that the Architect has remedied the noncompliance within one hundred eighty days after notifying the Owner of the noncompliance, the Agreement shall terminate.

10.15 Add the following as a new paragraph:

This Agreement shall be subject to available funding for the Owner, and nothing in this Agreement shall bind the Owner to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

10.16 Add the following as a new paragraph:

The Architect assigns to the Owner any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Architect toward fulfillment of this Agreement.

10.17 Add the following as a new paragraph:

This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

10.18 Add the following as a new paragraph:

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

10.19 Add the following as a new paragraph:

In the performance of the services described herein, each party shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Owner and the Architect. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Architect is advised that taxes or Social Security payments will not be withheld from any Owner payments issued hereunder and that the Architect should arrange to pay directly such expenses, if any.

10.20 Add the following as a new paragraph:

This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto

and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.

10.21 Add the following as a new paragraph:

Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Architect acknowledges that all documents provided to the Owner may be subject to disclosure by laws related to open public records. Consequently, the Architect understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the Owner receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by the Architect, the Owner agrees to provide the Architect with notice of that request, which shall be deemed given when deposited by the Owner with the USPS for regular delivery to the address of the Architect specified in this Agreement. Within ten (10) days of the Owner's notice, the Architect will inform the Owner in writing of any objection by the Architect to the disclosure of the requested information. Failure by the Architect to object timely shall be deemed to waive any objection and any remedy against the Architect for disclosure. In the event the Architect objects to disclosure within the time specified, the Architect agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Architect does not object thereto. Furthermore, the Architect agrees to indemnify and hold harmless the Owner from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the Owner in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

10.22 Add the following as a new paragraph:

This Agreement incorporates by reference, (i) the Request for Qualifications (the "RFQ") package, to which this Agreement was awarded, including but not limited to the instructions, all standard terms and conditions, all special terms and conditions, specifications, scope of work therein, and any attachments and any amendments thereto; and (ii) the offer submitted by the Architect in response to the RFQ and any additional changes or amendments mutually negotiated. In the event of a conflict in language between the RFQ, the offer from the Architect, this Agreement, and this Addendum, the order of precedence shall be as follows: (i) this

Addendum, (ii) the Agreement, (iii) the RFQ, and (iv) the Architect's offer. However, the Owner reserves the right to clarify any contractual terms with the concurrence of the Architect, and such a written clarification shall govern in case of conflict with the applicable requirements stated in this Agreement.

10.23

Add the following as a new paragraph:

Except for payment for sums due, neither party shall be liable to the other not deemed in default under the Agreement if and to the extent that such party's performance of the Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; pandemics; injunctions- intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subconsultant/subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt*

and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

10.24 Add the following as a new paragraph:

Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

10.25 Add the following as a new paragraph:

The Owner may, at reasonable times and places, audit the books and records of the Architect as related to this Agreement.

10.26 Add the following as a new paragraph:

The Owner may, at reasonable times, inspect the place of business of the Architect or any subcontractors that is related to the performance of this Agreement.

Article 11 – Compensation

11.8.1.1 Add the following sentence at the end of the existing paragraph:

provided that mileage will be reimbursed at 70¢ per mile, where not otherwise provided for;

11.10.2.1 Shall be amended to read as follows:

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Fees or payments due the Architect under this Agreement are due and payable **on the fourth Tuesday of each month**, provided that the Architect's invoice is received by the Owner on or before the **first Tuesday of the same month**, so that the invoice may be placed on the Owner's Board Agenda for consideration. If the Architect's invoice is received after the first

Tuesday of a given month, payment will be due by the fourth Tuesday of the following month. Amounts unpaid Sixty (60) days after the invoice due date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

_____ % APR

Article 12 – Special Terms and Conditions

12.1 Add the following as a new paragraph:

Architect, as part of Basic Services, will help Owner in obtaining and in the evaluation of proposal(s) for services for subcontracted technical investigation, site survey for archeology and site survey for hazardous waste, if needed.

12.2 Add the following as a new paragraph:

The Architect warrants that all services performed and all instruments of service (e.g., drawings, specifications, reports, and other design documents) provided under this Agreement shall conform to the requirements of this Agreement and shall be performed with the care, skill, and diligence in accordance with the prevailing standards of practice for design professionals performing similar services in the same or similar locality. The Architect further warrants that such instruments of service shall be prepared in compliance with the customary standard of care required of registered architects in the State of Arizona.. Any review, acceptance, or approval of the services or instruments of service by the Owner shall not relieve the Architect of its obligations under this Section.

12.3 Add the following as a new paragraph:

The Owner shall have the right to approve or disapprove the selection of any electrical engineer, structural engineer or mechanical engineer consultant. As a result, the Owner acknowledges that the design schedule may be delayed and higher consultant fees may result.

[Signature page follows]

OWNER:

Sedona Fire District

ARCHITECT:

LEA-Architects, LLC

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(Signature)

(Printed name and title)

LEA - Architects, LLC

Architecture Planning Interiors
1730 East Northern Avenue, Suite 110
Phone: 602.943.7511
email: info@lea-architects.com

Construction Management
Phoenix, Arizona 85020
Fax: 602.943.7784
www.lea-architects.com



August 25, 2025

Sedona Fire District
2860 Southwest Drive
Sedona, AZ 86336

Attn: Scott Schwisow
SFD Project Manager
Ed Mezulis
SFD Fire Chief

RE: Sedona Fire District Fire Station No. 4

Subject: Architectural & Engineering Professional Design and CA Services Fee Proposal

Dear Mr. Schwisow and Mr. Mezulis:

As requested, and discussed in our project scoping meeting, we are pleased to present the enclosed Architectural and Engineering Professional Services Fee Proposal with hourly/fee breakdowns of each major task for the Architect Project Team and Consultants.

Project Compensation:

The total Basic and Required Professional Architectural and Engineering Services fees as attached is a Not-to-Exceed (NTE) amount of **\$998,555.00**.

Anticipated Design / Const. Admin. Schedule:

The Duration from Notice to Proceed through Project Completion is anticipated being: **765 Calendar Days**

- Total Design Calendar Days (Tasks 1.0 – 6.0): (365) Calendar Days
- Total CA Calendar Days (Tasks 7.0 – 8.0): (400) Calendar Days

Once again, we would like to thank you for your continued cooperation and are looking forward to assisting you and all the players involved in the successful design and construction of this most important facility. If you should have any questions or need additional information regarding our proposal, please feel free to contact us.

Sincerely,

Lance Enyart, AIA, LEED AP
LE/mp

- Attachments: LEA-Architects LLC Scope of Work – Attachment 1
LEA-Architects LLC Man-Hour and Engineering Fees – Attachment 2
Project Team Consultants Proposals – Attachment 3



LEA –Architects, LLC

**Attachment 1
SCOPE OF WORK
Sedona Fire District
Fire Station No. 4
LEA Project #250715**

**Scope of Design and CA Services
August 25, 2025**

PROJECT DESCRIPTION:

Project Budget

- Project Construction Budget = Estimated \$12M

Construction Delivery Method

- CMAR – CORE Construction

Project Scope of Work:

- Sedona Fire District Fire Station No. 4 – Approx. 12,000 SF
401 Jordan Rd. Sedona AZ (Jordan Rd. and Schnebly Rd.)

Building	Site
<ul style="list-style-type: none"> • Single-story Building • Apparatus Bays / Apparatus Support <ul style="list-style-type: none"> ○ Three (3) Apparatus Drive-Thru Bays ○ One (1) Command Vehicle Drive-Thru Bay ○ Turn-out Gear Storage ○ Limited Decon Room ○ Utility Room ○ EMS Storage ○ General Storage • Living / Admin. Areas <ul style="list-style-type: none"> ○ Dayroom ○ Kitchen / Dining <ul style="list-style-type: none"> • Shift Pantries / Common Pantry ○ Dormitories for (8) ○ Physical Conditioning (Fitness/Injury Reduction) ○ ADA Accessible Public Restroom ○ Unisex (Individual) Staff Bathrooms for 8 ○ Wellness (Lactation) Room ○ Laundry Room ○ Radio / Telecom Room ○ Electrical / Janitorial Rooms ○ General Storage • BC Office/Lounge/Dorm/ RR 	<ul style="list-style-type: none"> • Site is approx. 1.63 acres • Public Parking Spaces • Staff Parking Spaces • Wildland Parking Canopy (Solar) <ul style="list-style-type: none"> ○ 3-4 Vehicles ○ Utility Trailer • Wildland Cache/storage <ul style="list-style-type: none"> ○ Approx 500 sf with 8x8 Door and man-door • New Utilities & Infrastructure <ul style="list-style-type: none"> ○ Water ○ Sewer ○ Storm Water ○ Electrical ○ Natural Gas • Stand-By Diesel Generator (Whole Building) • Landscaping / Irrigation • Security Lighting

SUSTAINABLE DESIGN:

The Sedona Fire District is interested in pursuing an environmentally responsible fire station with reduced energy and water usage. The decision to implement specific sustainable features as a part of the project will be based on sustainability goals identified by the Sedona Fire District and the available construction budget. The Sedona Fire District recognizes that the performance of the facility is based on operations as well as building and systems design.

The Sedona Fire District will NOT pursue formal submission of the project to LEED for certification.

I. GENERAL REQUIREMENTS

A. DESIGN STANDARDS

1. City of Sedona Building Standards
2. All work shall conform to:
 - a. Building - **2018 International Building Code (IBC)**
 - b. Mechanical - **2018 International Mechanical Code (IMC)**
 - c. Electrical - **2017 National Electrical Code (NEC)**
 - d. Plumbing - **2018 International Plumbing Code (IPC)**
 - e. Fuel Gas - **2018 International Fuel Gas Code (IFGC)**
 - f. Fire - **2018 International Fire Code (IFC)**
 - g. Planning & Zoning - **Zoning & Development Code**
 - h. Accessibility - **2010 ADA Standards for Accessible Design**
 - i. Related ADA items within Federal Code of Regulations, and all other federally required ADA standards (please better identify name of code(s)).

B. PROJECT MANAGEMENT

1. The Architect shall provide internal project management and control for all aspects of the design. Included in this task are management and maintenance of project schedule, records, correspondence, quality control activities, and correspondence with Sedona Fire District staff.

C. QUALITY CONTROL (QA / QC)

1. The Architect is responsible for quality control of his work. The Architect shall provide a list of sub-consultants for the project, which will not be changed without the approval of the Sedona Fire District.

D. PROJECT DESIGN SCHEDULE

1. Set design schedule prior to commencing work. Include dates for submittal of schematic design, design development, and construction documents.
2. Submit monthly status reports indicating progress of the design and conformance with the project design schedule.

E. COORDINATION

1. AGENCIES:

LEA Architects LLC (LEA) shall provide coordination necessary with the designated Sedona Fire District Project Manager who will assist with coordination with City Departments having an interest or authority over the project to ensure their input is received prior to advancing the design of the project and that their review/approval has been gained prior to the completion of the design.

The Sedona Fire District Project Manager will provide to the Architect copies of design guidelines or electronic link to City of Sedona standards and specifications required by the various departments.

2. UTILITIES:

LEA Architects, LLC (LEA) and Consultants will perform above ground utility coordination for the project. In addition, LEA and consultants will perform subsurface ground utility coordination for the project as necessary in areas where structures, footings and/or foundations will be crossing utilities or are shown to be within the horizontal separation limits as listed in the City of Sedona design criteria manual, and/or the design standards listed in section above.

Utility coordination will generally follow the guidance of the Public Improvement Project Guide published by the Arizona Utility Coordinating Committee and the American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

LEA Architects / Dibble & Assoc. has included survey and will incorporate collected data into the produced AutoCAD mapping.

LEA / Dibble & Assoc. will contact AZ 811 (formerly Arizona Blue Stake, Inc.) to obtain a list of the utilities having facilities in the project area and request record drawings from those utilities for inclusion in the base map and construction plans. LEA will identify, investigate and confirm facility alignment conflicts associated with the project design, and assist those utilities in conflict with mitigation for clearance. LEA / Dibble will submit one set of coordination plans to each utility at each progress submittal along with a clearance (no conflict) letter. The LEA / Dibble will provide the City of Sedona with a copy of all utility clearance letters, and final construction documents will not be approved until clearance letters have been received from each affected utility.

II. SUBMITTALS

A. GENERAL INFORMATION

1. The Sedona Fire District's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc. is that only of review for conformance with design standards, procedures and criteria established and shall not be responsible for checking the Architect's plans for accuracy or engineered design.
2. The Architect shall be responsible for:
 - a. Compliance with Design Criteria and Procedures and Scope of Work.
 - b. Preparation of plans and specifications of a quality representative of the profession, which are both clear and of sufficient detail to provide the CMAR direction by which this project any be constructed.
 - c. Requesting and obtaining available materials, maps, as-builts, reports, etc., as may be applicable to this project.
 - d. Ongoing communication and informal contact with the Sedona Fire District Project Manager.
3. All submittals shall be made in digital (pdf) format to the Sedona Fire District Project Manager. Printing (if required) shall be invoiced from the owner's allowance.

III. MEETING PARTICIPATION

As part of the contractual relationship with Sedona Fire District the Architect shall attend virtual and in person meetings. The Architect shall prepare minutes that outline meeting discussions and address action items and the responsible parties. LEA-Architects and the Sedona Fire District Project Manager shall review and approve all minutes. Minutes shall be submitted within 5 days of the meeting date.

Virtual / In person Meetings included in this scope of work include the following:

Meeting Type	Number of Meetings
Project Kickoff	1
Programming / Schematic (30%) Design Meetings	3
Sedona Preliminary Site Plan Review (Pre-App) Meeting	1
Design Development (60%) Meetings	4
Site/Design Review Meeting	1
Construction Document (90% / 100%) Meetings	3
CMAR GMP Coordination	2
Construction Administration	48
Total	65

PROJECT DESIGN TEAM

ARCHITECT



LEA - Architects, LLC

AIA AZ Sustainable Firm of the Year 2012

1730 East Northern Avenue Suite 110
Phoenix, AZ 85020

www.lea-architects.com

- Design team project management
- Architecture
- Life safety code compliance
- Interior color and finish palette
- Built-in furniture design/specifications (no gym equipment)
- Submissions and presentations

Principal Architect: Lance Enyart, AIA, LEED
Sr. Project Manager: Randy Jones RA

STRUCTURAL ENGINEER

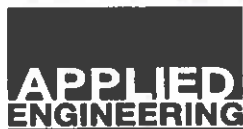


7047 E. Greenway Pkwy, Suite 250
Scottsdale, AZ 85254
p. 480-398-7729

- Structural Engineering for building design and site structures
- Drawings
- Calculations

Structural Engineer: Greg Brickey PE

MECHANICAL / PLUMBING ENGINEER



2800 S. Rural Rd., Suite 101
Phoenix, AZ 85282
p. 480-968-3070

www.appliedengineering.ws/

- Mechanical/Plumbing engineering
- Drawings
- Calculations
- Coordination with Sustainability Consultant

Mech. / Plumbing Eng.: Greg Piraino PE

ELECTRICAL ENGINEER



2633 E. Indian School Rd., Suite 210
 Phoenix, AZ 85016
 480.659.0511
www.VoltaUS.com

Electrical Eng: William Bethurum IV, PE

CIVIL ENGINEER



7878 N. 16th St., Suite 300
 Phoenix, AZ 85020
 602-957-1155
www.dibblecorp.com/

Civil Engineer: Shannon Mauck, PE

LANDSCAPE ARCHITECT



DESIGN ETHIC
 7525 E. 6th Ave
 Scottsdale, AZ 85252
 (480) 225-7077
www.designethic.net

Landscape Architect: Brandon Paul, PLA

SUSTAINABLE CONSULTANT



Quest Energy Group, LLC
 1620 West Fountainhead Parkway, Suite 303
 Phoenix, Arizona 85282
 o. 480.467.2480 | c. 480.296.1403
Greg@questenergy.com

**Sustainable Consultant: Gregory Kinkel,
 LEED-BC&C, CEPE**

GEOTECHNICAL ENGINEER

Western Technologies Inc.
 3737 East Broadway Rd.
 Phoenix, AZ 85040
 Phone: (602) 437-3737

Geotechnical Eng.: Jake Quinlan, RG

- Electrical engineering
- Includes coord. with Utility for primary power
- Emergency generation system
- Fire alarm system design (Deferred Submittal)
- Alert Monitor **System: device locations on plan, cables to demark location in building.** Coordinate with design provided by Sedona Fire District.
- Telecommunications / AV Infrastructure

- Site survey
- Grading and Drainage plans
- Civil engineering on-site utility design
- Off-Site utility design, and permitting
- Prelim. Erosion and Sediment Control Plan
- Utility Conflict Letters

- Landscape design on-site and off-site
- Irrigation design of Fire Station site

- Sustainability Evaluation (Base Proposal)
- Energy Modeling

- Design team project management
- Soils investigations (field work)
- Lab work
- Soils recommendations for bearing, paving

IV. General Assumptions and Clarifications

1. LEA has included Civil Engineering Services which include Topographic Survey, Grading and Drainage, Existing/Proposed Utilities, adjacent Roadway Infrastructure
2. LEA has included costs to secure a Geotechnical Report which will identify Soil bearing pressure and pavement recommendations.
3. LEA has not included additional costs for Fire Sprinkler and/or Fire Alarm Design submittals which will be completed by the contractor as deferred submittals.
4. LEA has not included LEED Submittal Fees or LEED analysis but will be incorporating Sustainable features that make sense and that have been employed in past COP fire Stations.
5. LEA has included coordination with Sedona Fire District Dispatch systems including conduit stub-ups into building walls to accessible ceiling space. Sedona Fire District will be responsible for installing Dispatch System Cabling and Dispatch System.
6. LEA has included limited coordination of FF&E for design layout purposes. It is our understanding that these items will be purchased by Sedona Fire District. We will provide power outlets in accordance with the requirements provided by Sedona Fire District and/or the Furniture Vendor selected by Sedona Fire District as part of our base scope of services.
7. LEA has not included coordination, specification or procurement of any desktop computer equipment, copiers, fax machines, or other office equipment. It is our understanding that these items will be purchased by Sedona Fire District. We will provide power outlets in accordance with the requirements provided by Sedona Fire District as part of our base scope of services.
8. LEA has included allowance for limited drawing reproduction within our proposal. This allowance will cover limited normal document printing, plotting and reproduction during the design phase of the project. Costs for reproducing plans/specs "issued for construction" are not included.
9. Special Structural Inspections (SSI) through the Structural Engineer of Record are not included and will be included as an allowance in the CMAR's contract.
10. Fire flow testing is not included and assumed to be by the Sedona Fire District.
11. Reimbursable expenses will be invoiced as cost to align with the Sedona Fire District Reimbursable Expenses and Reimbursement Limits.
12. Early Procurement Architectural and Engineering packages (if requested / required) outside of standard drawing submittal scope of work / schedule identified shall be an additional service.

V. Sedona Fire District Responsibilities

1. Provide all available site documentation, including utilities and drainage reports
2. Participate in design meetings
3. Coordinate interdepartmental communication
4. Provide document review and feedback at each phase
5. Pay all permit submittal fees
6. Procure security systems, access control systems, CCTV, and Alert Monitor via Sedona Fire District vendors
7. Fire Flow Test

BASE SCOPE OF SERVICES:

GENERAL PROJECT ADMINISTRATION SERVICES

- LEA will perform its duties outlined by the contract solely and completely through a representative designated by the Sedona Fire District.
- LEA will consult with the Owner, research applicable design criteria, attend Project meetings, and communicate with members of the Project Team. Coordinate the services provided by the Architect's consultants with those services provided by the Owner and the Owner's consultants.

- LEA will create and maintain a Milestone Schedule

PRELIMINARY SCHEDULE

Notice to Proceed (estimated) / Kick-off Meeting	(10/01/25)
Task 1.0 - Site Investigation/ PD Programming/Concept Design - 3 meetings	(10/1/25 – 11/26/25) 6 Weeks (42 Days)
<ul style="list-style-type: none"> • Program Verification • Concept Design (Site Plan, Floor Plan, Building Massing, Phasing) • Sedona Fire District Meetings / Review • Sedona Fire District Review 	2 Weeks (14 Days)
Task 2.0 - Schematic Design (30% Design) – 3 Meetings	(11/26/25 -2/4/26) 6 Weeks (56 Days)
<ul style="list-style-type: none"> • Schematic Design Drawings / Renderings / Animation • Schematic Design Cost Estimate • Schematic Design Presentation to Staff • City of Sedona (Pre-App) / Sedona Fire District Review 	4 Weeks (28 Days)
Task 3.0 - Design Development / Design Docs (60% Design) - 4 meetings	(2/4/26 – 4/15/26) 6 Weeks (56 Days)
<ul style="list-style-type: none"> • Design Development / Design Documents • Design Documents to City SFD / City • City of Sedona (Site Plan Review / Sedona Fire District Review 	4 Weeks (28 Days)
Task 4.0 / 5.0 - Construction Documents (90% - 100% Design) 3 meetings	(4/15/26 – 9/2/26) 6 Weeks (42 Days)
<ul style="list-style-type: none"> • 90% - 100% Construction Documents • Sedona Fire District Review • City of Sedona Plan Review <ul style="list-style-type: none"> ○ Sedona Plan 1st Review ○ Corrections ○ Sedona Plan 2nd Review (If Req.) ○ Permit 	2 Weeks (14 Days) 6 Weeks (42 Days) 2 Weeks (14 Days) 4 Weeks (28 days)
Task 6.0 - Bid Phase – 2 meetings	(9/2/26 – 9/30/26) 4 Weeks (28 Days)
<ul style="list-style-type: none"> • Bidding 	
TOTAL (Tasks 1.0 – 6.0)	52 Weeks (365 Days)
Task 7.0 - Construction Phase - 48 Meetings	(Nov. '26 –Nov '27) 52 Weeks (365 Days)
Task 8.0 – Post Construction Phase (Record Drawings) 5 Weeks (35 Days following receipt of contractor as- built plans)	

- LEA will submit design documents to the Sedona Fire District at intervals appropriate to the design process.
- LEA is responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Documents that the City of Sedona elects to file in lieu of LEA will be the responsibility of the Sedona Fire District.
- LEA will attend meetings with the Sedona Fire District to discuss/review redlines at each design phase.

VI. ARCHITECTURAL DESIGN AND CONSTRUCTION ADMINISTRATION PHASE SERVICES (LEA Architects LLC)

TASK 1.0 - PROGRAM VERIFICATION / CONCEPT DESIGN (15% Design)

- LEA will review existing information provided by Sedona Fire District, which includes existing site, utility, structural analysis and building information.
- A. **PROGRAMMING**
Based upon information gathered from the user group(s) defined by Sedona Fire District, develop a project program to include the following:
 1. Required size, use, occupancy, and furnishings/equipment requirements of all spaces.
 2. Required relationships of spaces to other spaces.
 3. Required utility services for all spaces.
 4. Traffic/circulation requirements within and without the building. Building service requirements.
 5. Tabulation of net areas.
 6. Calculation of probable gross building area(s).
- B. **DATA COLLECTION**
 1. Site visit with Sedona Fire District
 - a. Ensure a general understanding of on-site conditions and project scope requirements.
 2. Record drawings
 - a. The Architect will be responsible to request and obtain all available information with the assistance from the Sedona Fire District.
 3. Existing reports/studies
 - a. Utilize and incorporate where possible any available reports/studies/plans provided by City of Sedona / Sedona Fire District.
- C. **CONCEPT DESIGN / PHASING PLAN REVIEW**
 1. The design team, including sub-consultants, will submit and participate in the Phoenix Preliminary Site Plan Review of the Concept Site Plan to determine specific site constraints/issues.

TASK 2.0 - SCHEMATIC DESIGN (30% Design)

1. The Architect shall prepare a preliminary evaluation of the project and its budgetary constraints and review with the Contract Administrator any inconsistencies between program requirements and budget limitations.
2. The Architect shall prepare and submit all materials, attend meetings and make presentations required to obtain Sedona Fire District approval.
3. As a result of (1) above, prepare schematic design studies resulting in a design concept. The Architect shall prepare schematic design documents including the following:
 - a. Plans – 1/8" scale as approved Floor Plans
 - 1) Showing space relationships
 - 2) Identification of rooms/spaces with room size
 - 3) Identification of mechanical spaces
 - 4) Overall dimensions
 - 5) Roof plans showing equip. locations, access, drainage and pitch
 - 6) Identification of proposed structural systems
 - b. Elevations
 - 1) All exterior elevations showing fenestration and vent dimensions
 - 2) Material identification and color
 - 3) Interior elevations of special spaces
 - 4) A building perspective drawing
 - c. Sections

- 1) Longitudinal section
 - 2) Cross section
 - 3) Special structural or casework sections
 - 4) Typical wall sections to show materials, relationships and construction intent
- d. Site Plan
- 1) Building location and orientation
 - 2) Automobile parking lot, including handicap spaces
 - 3) Drives/walkway/hardscape
 - 4) Special areas, e.g., Apparatus vehicle aprons, etc.
 - 5) Security considerations, e.g., site lines
 - 6) Zoning, including adjacent parcels
- e. Architectural BIM Model, Animation, and Colored Renderings – LEA will prepare a 3D- computer model, colored rendering(s), and a fly around animation showing the proposed Architectural character / aesthetic of the project including the building's relationship to the existing environment.
- f. Outline Specifications
- 1) Structural system, plumbing mechanical and electrical Special systems
 - 2) Exterior wall construction
 - 3) Energy conservation considerations
 - 4) General interior finish schedule, identifying floor finishes, wall finishes and ceiling materials
- g. Code Analysis – Including variances (if required) and reasons why compliance would be difficult.
- h. Statement of Design Concept and Philosophy – General written description of the concepts and considerations which lead to the design solution.
4. After completion of the schematic design, the Architect shall submit schematic design review sets.
 5. The design team, including sub-consultants, will participate in a review of the schematic design documents by the Sedona Fire District.
 6. The design team will submit exhibits for Sedona Fire District Review Committee Meetings and Community Meeting(s).

DESIGN SUPPORT SERVICES

- Attend necessary design meetings including agenda preparation, meeting management, and preparation of meeting minutes (distributed within 5 business days).
- Review Project Master Schedule will be coordinated with Sedona Fire District PM on a weekly basis and provide formal updates on a monthly basis. Provide input on adjustments to the project schedule required based on actual progress.
- Provide schematic constructability input for design team for refinement of design details.
- Meet with Sedona Fire District Project Manager as needed.
- Prepare estimate package based upon the Schematic design. Estimate package will include all budget breakdown meeting owner requirements, assumptions, clarifications, expanded schedule (as required).

TASK 3.0 - DESIGN DEVELOPMENT (60% Design)

1. Based on the approved SCHEMATIC DESIGN, the Architect shall prepare design development documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish

materials, structural, mechanical, electrical and any special systems. In addition, color boards of room finish materials will be presented. The Design Development submittal will include the following:

- a. Plans – 1/8" = 1'0" scale unless noted
 - 1) Dimensioned floor plans showing partitions, doors, windows and columns.
 - 2) Enlarged plans at 1/4" = 1'0" scale of special areas.
 - 3) Enlarged toilet room plans at 1/4" = 1'0" scale showing fixtures, dimensions and accommodations for the disabled.
 - 4) Reflected ceiling plans showing lighting layout and mechanical diffusers.
 - 5) Roof plan(s) showing equipment, drains, hatches and traffic pads
 - 6) Enlarged mechanical room plans at 1/4" = 1'0" scale showing major mechanical equipment to scale and equipment service space
 - 7) Mechanical plans showing main (primary) duct distribution and equipment schedules Structural plan(s) showing major framing members and columns, dimension column grid, typical floor and roof
 - 8) LEA-Architects- construction details, and design live and dead load calculations
 - 9) Electrical plans showing power distribution, fixture and equipment schedule, special systems diagrams, including telephone and data systems
 - 10) Plumbing plans showing proposed fire riser location, plumbing fixture and equipment schedule, water, waste and vent riser diagrams with pipe sizes
 - 11) Foundation plan, with footing and foundation sizes, reinforcing and elevations
- b. Elevations – 1/8" = 1'0" scale
 - 1) Same elevations as called for in Schematic Design phase, but showing (identifying) all materials, colors, light fixtures, louvers, roof mounted equipment, penthouses, downspouts, etc.
 - 2) Interior elevations of special areas identified in a.2 above. Interior elevations shall show all materials and pertinent vertical dimensions
- c. Sections
 - 1) Typical wall section through solid exterior walls at 1/2" = 1'0" scale
 - 2) Typical exterior wall section through window/store front construction at 1/2" = 1'0". Wall sections shall show materials, bond beams, lintels, flashing, masonry coursing, beam bearing, roof construction, sill and head conditions and floor foundation connection
 - 3) Cross section and longitudinal sections at 1/8" = 1'0" showing roof and floor construction, ceiling height and major duct space
 - 4) Section through roof penetrations at 1/2" = 1'0" showing curbs and flashing
- d. Site Plan

In addition to Schematic Design information, provide:

 - 1) Grading and drainage
 - 2) Utility service entrance points
 - 3) Site lighting: including submittal of light fixture cut sheets
 - 4) Pavement sections, pedestrian walkways, apron access ways, and similar improvements
- e. Specifications
 - 1) Supplementary General Conditions or Project Procedures and Details
 - 2) Index of final specifications
 - 3) Technical specifications

- 4) Interior finish and door schedules with color and material palette
- f. **Code Evaluation**
 - 1) Written report of preliminary reviews with Planning Division Development Services Division.
 - 2) Architect shall have filed for and received disposition of variances identified in the Schematic Design phase
2. The design team, including sub-consultants will be required to participate in reviews of design development documents with various City of Sedona / Sedona Fire District departments and outside agencies.

DESIGN SUPPORT SERVICES

- Architect shall attend necessary design meetings including agenda preparation, meeting management, and preparation of meeting minutes (distributed within 3 business days).
- Review Project Master Schedule will be coordinated with Sedona Fire District PM regularly basis and provide formal updates on a monthly basis. Provide input on adjustments to the project schedule required based on actual progress.
- Coordinate with Design Team in developing design elements and details. Coordinate design discipline scopes to ensure coordinated design package.
- Develop detailed information for project specifications consistent with the budget parameters and Sedona Fire District requirements.
- Provide continuing value engineering input as required to ensure compliance with budget requirements.

TASK 4.0 / 5.0 – CONSTRUCTION DOCUMENTS (90% / 100% Design)

1. After the design development documents and construction cost estimates receive written approval from the Sedona Fire District, the Architect shall prepare construction drawings, plans and specifications to include architectural, structural, mechanical, electrical, civil, landscape and other elements as appropriate (telephone, data, security, fire alarm, fire protection, etc.) to allow for the bidding and construction of the project. Drawings shall be prepared on 24" x 36" sheets.
2. The Architect shall submit the construction documents to the Sedona Fire District project manager for plan review. It shall be the Architects responsibility to comply with all Federal, State and local codes in effect at the time the drawings, plans and specifications are approved. The Architect shall correct the drawings, plans and specifications as required to comply with applicable codes at no additional cost.
3. The Architect shall coordinate the preparation of the technical specifications with the Sedona Fire District standard General Conditions for format and content consistency.
4. After completion of the construction documents, the Architect shall submit final review sets.
5. The design team, including sub-consultants will be required to participate in reviews of construction documents with various City of Sedona Departments.
6. All comments from the construction document review shall be resolved and the Architect shall deliver a complete set of professionally sealed contract documents to the City of Sedona. In addition to the original contract documents, the Architect shall provide to the Sedona Fire District, all drawings in .pdf format. Any other approvals required shall be obtained by the Architect prior to final approved plan submittal to the City of Sedona / Sedona Fire District. The City of Sedona will provide a final review of all documents back checking the review comments and will

notify the Architect immediately of any outstanding issues, which would prohibit final approval of the project.

7. The Sedona Fire District / Contractor will be responsible for the reproduction and distribution of bidding documents.

TASK 6.0 – DESIGN-BID-BUILD BIDDING OR GMP PHASE

1. During the bidding phase, the Architect shall make services available to the Sedona Fire District / Contractor for interpretation of the plans and specifications and review of prior approved equal product submittals. Requests for approved equals shall be processed in strict conformance to the requirements of the Sedona Fire District requirements.
2. Design Architect shall assist in the review of Bids/Pricing for responsive / non-responsive bids.

TASK 7.0 – CONSTRUCTION PHASE SERVICES

1. The Architect shall attend, and review minutes prepared by the CMAR of the pre-construction conference as scheduled by the Sedona Fire District.
2. The Architect shall review all shop drawings, samples and other submittals within two weeks of receipt of the item to determine compliance with the drawings and specifications. The Architect shall note approval or disapproval on the items and retain two copies for the project record.
3. The Architect shall provide a written response to all requests for clarification and interpretation by the contract documents during construction within five days unless granted an extension by the Sedona Fire District.
4. The Architect shall attend construction meetings (virtual and in person), perform on-site observations of the work at the request of the Contractor.
5. The Architect shall co-prepare a final punch list with the Sedona Fire District Project Manager; participate in final inspections, equipment and system start-ups as necessary.
6. The Architect shall make periodic site visits in support of the Sedona Fire District for the purpose of determining general compliance with the approved project drawings, plans, and specifications. The specific scheduling for the site visits shall be determined in advance with the Sedona Fire District. It is imperative that work be observed prior by the Architect prior to being covered by subsequent construction. Deviations in work from the plans and specifications shall be brought to the attention of the Sedona Fire District in writing.
7. Special inspections as required based on the design of the project including but not necessarily limited to; structural steel welds, concrete, structural masonry, and bolts installed in concrete shall be covered by an allowance carried by the Contractor as defined in the Project Specifications.
8. The Architect will review Contractor Furnished Operations & Maintenance Manuals (O&M Manuals)

TASK 8.0 – POST CONSTRUCTION PHASE SERVICES

1. The Architect shall prepare Record Drawings (electronic media) showing significant changes in the work made during the construction process, based -on neatly and clearly marked-up contract drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, Clarifications, and Change Orders that have occurred during the Project. These record documents (as-builts) shall be completed and delivered to the Sedona Fire District PM.

MANHOURL BREAKDOWN
BY TASK/PERSONNEL

Task	Description	Project Principal	Sr Project Manager	Project Architect	Job Captain	Sr BIM / CAD Operator	BIM / CAD Operator	Sr Inspector	Inspector	Admin Asst.	Sr Interior Designer	TOTAL HOURS	COST (MTE)	Engineering Fees (MTE)	Required Services Fees (MTE)	Additional Services Fees (MTE)	TOTAL COST
A	Design Development (60% Submittal)	\$225.00	\$210.00	\$195.00	\$135.00	\$135.00	\$120.00	\$115.00	\$105.00	\$75.00	\$145.00						
A-1	Review/Coord. Schem. Design Comments	1.00	2.0	0.0	1.0	1.0	1.0	0.0	0.0	1.0	2.0	7.0	\$ 1,410.00				\$ 1,410.00
A-1.2	Design Development Submittal	24.0	48.0	32.0	24.0	48.0	280.0	0.0	0.0	0.5	12.0	465.5	\$ 67,057.50		\$ 300.00		\$ 67,357.50
A-1.3	BIM Modeling	6.0	8.0	8.0	8.0	24.0	100.0	0.0	0.0	1.0	10.0	207.0	\$ 32,635.00				\$ 32,635.00
A-1.4	Draft Specifications	2.0	12.0	2.0	12.0	0.0	0.0	0.0	0.0	1.0	4.0	28.0	\$ 5,605.00				\$ 5,605.00
A-1.5	Design Coordination with Engineers	2.0	12.0	2.0	12.0	10.0	10.0	0.0	0.0	0.0	0.0	48.0	\$ 7,560.00				\$ 7,560.00
A-1.6	Design Coord. w/ SFD for Dispatch System	1.0	6.0	2.0	6.0	4.0	12.0	0.0	0.0	0.0	0.0	31.0	\$ 4,675.00				\$ 4,675.00
A-1.7	Progress Project Meeting	6.0	8.0	6.0	8.0	2.0	2.0	0.0	0.0	1.0	0.0	31.0	\$ 5,605.00		\$ 500.00		\$ 6,105.00
A-1.8	Cost Estimate Coord. w/ CMAR/Cost Estimator	1.0	1.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	\$ 500.00				\$ 500.00
A-1.9	Public Utility Coordination	1.0	4.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	\$ 1,405.00				\$ 1,405.00
A-1.10	Quality Control Review	2.0	8.0	1.0	2.0	0.0	0.0	0.0	0.0	0.5	0.0	9.5	\$ 1,772.50				\$ 1,772.50
A-1.11	Civil Engineer Design Services (Dialable)											13.5	\$ 2,852.50				\$ 2,852.50
A-1.12	Structural Engineer Design Services (BDA)												\$ 12,305.00				\$ 12,305.00
A-1.13	Mech Engineer Design Services (Approved Eng.)												\$ 12,450.00				\$ 12,450.00
A-1.14	Electrical Engineer Design Services (Valita)												\$ 24,000.00				\$ 24,000.00
A-1.15	Sustainable Design Consultant (Green Energy)												\$ 13,520.00				\$ 13,520.00
A-1.16	Energy Modeling												\$ -				\$ -
A-1.17	LEA Coordination												\$ -				\$ -
A-1.18	Landscape Architect (Design Ethic)												\$ -				\$ -
A-1.19	Not Included												\$ -				\$ -
A-1.20	Not Included												\$ -				\$ -
A-1.21	Not Included												\$ -				\$ -
A-1.22	Not Included												\$ -				\$ -
A-1.23	Not Included												\$ -				\$ -
A-1.24	Not Included												\$ -				\$ -
A-1.25	Not Included												\$ -				\$ -
A-1.26	Not Included												\$ -				\$ -
A-1.27	Not Included												\$ -				\$ -
A-1.28	Not Included												\$ -				\$ -
A-1.29	Not Included												\$ -				\$ -
A-1.30	Not Included												\$ -				\$ -
A-1.31	Not Included												\$ -				\$ -
A-1.32	Not Included												\$ -				\$ -
A-1.33	Not Included												\$ -				\$ -
A-1.34	Not Included												\$ -				\$ -
A-1.35	Not Included												\$ -				\$ -
A-1.36	Not Included												\$ -				\$ -
A-1.37	Not Included												\$ -				\$ -
A-1.38	Not Included												\$ -				\$ -
A-1.39	Not Included												\$ -				\$ -
A-1.40	Not Included												\$ -				\$ -
A-1.41	Not Included												\$ -				\$ -
A-1.42	Not Included												\$ -				\$ -
A-1.43	Not Included												\$ -				\$ -
A-1.44	Not Included												\$ -				\$ -
A-1.45	Not Included												\$ -				\$ -
A-1.46	Not Included												\$ -				\$ -
A-1.47	Not Included												\$ -				\$ -
A-1.48	Not Included												\$ -				\$ -
A-1.49	Not Included												\$ -				\$ -
A-1.50	Not Included												\$ -				\$ -
A-1.51	Not Included												\$ -				\$ -
A-1.52	Not Included												\$ -				\$ -
A-1.53	Not Included												\$ -				\$ -
A-1.54	Not Included												\$ -				\$ -
A-1.55	Not Included												\$ -				\$ -
A-1.56	Not Included												\$ -				\$ -
A-1.57	Not Included												\$ -				\$ -
A-1.58	Not Included												\$ -				\$ -
A-1.59	Not Included												\$ -				\$ -
A-1.60	Not Included												\$ -				\$ -
A-1.61	Not Included												\$ -				\$ -
A-1.62	Not Included												\$ -				\$ -
A-1.63	Not Included												\$ -				\$ -
A-1.64	Not Included												\$ -				\$ -
A-1.65	Not Included												\$ -				\$ -
A-1.66	Not Included												\$ -				\$ -
A-1.67	Not Included												\$ -				\$ -
A-1.68	Not Included												\$ -				\$ -
A-1.69	Not Included												\$ -				\$ -
A-1.70	Not Included												\$ -				\$ -
A-1.71	Not Included												\$ -				\$ -
A-1.72	Not Included												\$ -				\$ -
A-1.73	Not Included												\$ -				\$ -
A-1.74	Not Included												\$ -				\$ -
A-1.75	Not Included												\$ -				\$ -
A-1.76	Not Included												\$ -				\$ -
A-1.77	Not Included												\$ -				\$ -
A-1.78	Not Included												\$ -				\$ -
A-1.79	Not Included												\$ -				\$ -
A-1.80	Not Included												\$ -				\$ -
A-1.81	Not Included												\$ -				\$ -
A-1.82	Not Included												\$ -				\$ -
A-1.83	Not Included												\$ -				\$ -
A-1.84	Not Included												\$ -				\$ -
A-1.85	Not Included												\$ -				\$ -
A-1.86	Not Included												\$ -				\$ -
A-1.87	Not Included												\$ -				\$ -
A-1.88	Not Included												\$ -				\$ -
A-1.89	Not Included												\$ -				\$ -
A-1.90	Not Included												\$ -				\$ -
A-1.91	Not Included												\$ -				\$ -
A-1.92	Not Included												\$ -				\$ -
A-1.93	Not Included												\$ -				\$ -
A-1.94	Not Included												\$ -				\$ -
A-1.95	Not Included												\$ -				\$ -
A-1.96	Not Included												\$ -				\$ -
A-1.97	Not Included												\$ -				\$ -
A-1.98	Not Included												\$ -				\$ -
A-1.99	Not Included												\$ -				\$ -
A-1.100	Not Included												\$ -				\$ -
A-1.101	Not Included												\$ -				\$ -
A-1.102	Not Included																

**MANHOURLY BREAKDOWN
BY TASK/PERSONNEL**

Tasks	Description	Project Principal	Sr. Project Manager	Project Architect	Job Captain	Sr. BIM/CAD Operator	BIM/CAD Operator	Sr. Inspector	Inspector	Admin. Asst.	Sr. Interior Designer	TOTAL HOURS	COST (NTE)	Engineering Fees (NTE)	Required Additional Services Fees (NTE)	Additional Services Fees (NTE)	TOTAL COST
5.8	Construction Documents (100% / Final Submittal)																
A	Sedona Fire District - Fire Station No. 4	\$235.00	\$210.00	\$185.00	\$135.00	\$135.00	\$120.00	\$115.00	\$105.00	\$75.00	\$145.00						
A-5.1	95% Construction Documents Submittal (Drawings & Specs)	1.0	4.0	2.0	4.0	4.0	4.0	0.0	0.0	1.0	2.0	20.0	\$ 3,350.00	\$	\$	\$	\$ 3,350.00
A-5.2	Design Coordination with Engineers	1.0	8.0	2.0	2.0	2.0	2.0	0.0	0.0	1.0	0.0	167.0	\$ 26,075.00	\$	\$	\$	\$ 26,075.00
A-5.3	Project Meetings	4.0	4.0	2.0	2.0	2.0	2.0	0.0	0.0	1.0	0.0	11.0	\$ 3,010.00	\$	\$	\$	\$ 3,010.00
A-5.4	Review Coordinate Project Design Schedule	1.0	1.0	1.0	1.0	1.0	1.0	0.0	0.0	0.0	0.0	3.0	\$ 2,345.00	\$	\$	\$	\$ 2,345.00
A-5.5	Cost Estimate Coord. w/ CMAR	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	\$ 865.00	\$	\$	\$	\$ 865.00
A-5.6	Quality Control Review	1.0	4.0	4.0	4.0	2.0	2.0	0.0	0.0	1.0	0.0	18.0	\$ 2,690.00	\$	\$	\$	\$ 2,690.00
A-5.7	100% Construction Documents (Permit Submittal)	0.5	12.0	4.0	12.0	20.0	40.0	0.0	0.0	1.0	0.0	68.5	\$ 12,815.50	\$	\$	\$	\$ 12,815.50
A-5.8	COP Plan Review Submittals	0.0	4.0	0.0	2.0	2.0	2.0	0.0	0.0	1.0	0.0	11.0	\$ 1,685.00	\$	\$	\$	\$ 1,685.00
A-5.9	COP Plan Review Comments	1.0	4.0	0.0	2.0	5.0	10.0	0.0	0.0	3.0	0.0	28.0	\$ 3,890.00	\$	\$	\$	\$ 3,890.00
A-5.10	Civil Engineer Design Services (Utility)												\$ 7,850.00	\$	\$	\$	\$ 7,850.00
	Structural Engineer Design Services (RDM)												\$ 4,450.00	\$	\$	\$	\$ 4,450.00
	Mech. Engineer Design Services (Applied Eng.)												\$ 7,840.00	\$	\$	\$	\$ 7,840.00
	Electrical Engineer Design Services (Utility)												\$ 6,865.00	\$	\$	\$	\$ 6,865.00
	Landscaping Architect (Design Ethics)												\$ 2,000.00	\$	\$	\$	\$ 2,000.00
	SUB-TOTAL HOURS	17.5	71.0	18.0	37.0	78.0	140.0	8.0	0.0	10.0	6.0	370.5	\$ 88,277.50	\$	\$	\$	\$ 88,277.50
	SUB-TOTAL COSTS	\$4,112.50	\$14,910.00	\$3,238.00	\$4,395.00	\$10,260.00	\$18,900.00	\$920.00	\$0.00	\$750.00	\$570.00	\$88,277.50	\$ 204,490.00	\$	\$	\$	\$ 204,490.00
5.9	CMR Assistance																
A	Sedona Fire District - Fire Station No. 4																
A-6.1	Coordinates / Review CMAR & Sub-contractor Questions	2.0	6.0	0.0	2.0	2.0	4.0	0.0	0.0	0.0	0.0	18.5	\$ 2,787.50	\$	\$	\$	\$ 2,787.50
A-6.2	Attend GMP Meeting	2.0	2.0	0.0	2.0	0.0	0.0	0.0	0.0	0.5	0.0	6.5	\$ 1,197.50	\$	\$	\$	\$ 1,197.50
	SUB-TOTAL HOURS	4.0	8.0	0.0	4.0	2.0	4.0	0.0	0.0	1.9	0.0	25.0	\$ 3,985.00	\$	\$	\$	\$ 3,985.00
	SUB-TOTAL COSTS	\$840.00	\$1,680.00	\$0.00	\$840.00	\$840.00	\$1,680.00	\$0.00	\$0.00	\$378.00	\$0.00	\$3,985.00	\$ 9,960.00	\$	\$	\$	\$ 9,960.00
	TOTAL DESIGN HOURS	19.0	44.0	18.0	24.0	54.0	127.0	8.0	0.0	21.3	6.0	281.5	\$ 92,262.50	\$	\$	\$	\$ 92,262.50
	TOTAL DESIGN COSTS	\$4,412.50	\$16,590.00	\$3,238.00	\$5,235.00	\$11,100.00	\$19,580.00	\$920.00	\$0.00	\$2,128.00	\$570.00	\$92,262.50	\$ 214,452.50	\$	\$	\$	\$ 214,452.50
6.0	Construction Administration Services																
A	Standard Services - Sedona Fire District - Fire Station No. 4																
7.1	Attend Pre-Construction Meeting	2.0	2.0	0.0	2.0	0.0	0.0	0.0	0.0	1.0	0.0	7.0	\$ 1,275.00	\$	\$	\$	\$ 1,275.00
7.2	Site Inspections (4 - Virtual / 14 - On-site)	18.0	80.0	10.0	8.0	8.0	8.0	20.0	8.0	2.0	0.0	134.0	\$ 28,300.00	\$	\$	\$	\$ 28,300.00
7.3	Site Inspections - (1/6) Included	22.0	80.0	4.0	8.0	12.0	12.0	0.0	20.0	2.0	0.0	184.0	\$ 36,800.00	\$	\$	\$	\$ 36,800.00
7.4	RFT's, Field Orders, Change Order Review	12.0	94.0	24.0	8.0	12.0	12.0	0.0	0.0	2.0	0.0	168.0	\$ 31,530.00	\$	\$	\$	\$ 31,530.00
7.5	RFT's, Change Order Review	8.0	32.0	0.0	8.0	4.0	4.0	4.0	0.0	2.0	0.0	56.0	\$ 11,040.00	\$	\$	\$	\$ 11,040.00
7.6	Shop Drawing Submittals Review	12.0	72.0	24.0	24.0	12.0	12.0	0.0	0.0	16.0	12.0	108.0	\$ 31,360.00	\$	\$	\$	\$ 31,360.00
7.7	Misc Coordination w/ PM	6.0	18.0	18.0	18.0	24.0	4.0	0.0	0.0	2.0	0.0	80.0	\$ 8,070.00	\$	\$	\$	\$ 8,070.00
7.8	Misc Coordination w/ Engineers	6.0	18.0	18.0	18.0	24.0	8.0	4.0	0.0	2.0	0.0	80.0	\$ 15,280.00	\$	\$	\$	\$ 15,280.00
7.9	Punch Lists	2.0	4.0	0.0	4.0	4.0	4.0	4.0	0.0	0.0	0.0	44.0	\$ 7,840.00	\$	\$	\$	\$ 7,840.00
7.10	Record Document Verification	2.0	4.0	0.0	4.0	6.0	18.0	4.0	0.0	0.0	0.0	40.0	\$ 4,480.00	\$	\$	\$	\$ 4,480.00
7.11	O&M Manual Review	1.5	8.0	0.0	2.0	0.0	0.0	2.0	0.0	2.0	0.0	40.0	\$ 2,882.50	\$	\$	\$	\$ 2,882.50
	Structural Engineer (RDM Design) CA Services												\$ 4,050.00	\$	\$	\$	\$ 4,050.00
	Electrical Engineer (Utility) CA Services (4 - Inspections)												\$ 20,000.00	\$	\$	\$	\$ 20,000.00
	Mechanical Engineer (Applied Eng.) CA Services												\$ 18,700.00	\$	\$	\$	\$ 18,700.00
	Landscaping Architect (Design Ethics) CA Services												\$ 1,887.50	\$	\$	\$	\$ 1,887.50
	Civil (Utility) CA Services												\$ 19,990.00	\$	\$	\$	\$ 19,990.00
B	Special Services - Sedona Fire District - Fire Station No. 4																
8.1	Coordination of FF&E's	2.0	4.0	6.0	2.0	6.0	6.0	0.0	0.0	0.0	0.0	28.0	\$ 5,480.00	\$	\$	\$	\$ 5,480.00
8.2	Preparation of Record Drawings	2.0	6.0	0.0	4.0	6.0	6.0	0.0	0.0	0.0	0.0	18.0	\$ 17,875.00	\$	\$	\$	\$ 17,875.00
	SUB-TOTAL HOURS	101.5	428.0	60.0	68.0	132.0	158.0	68.0	28.0	30.0	20.0	1043.0	\$ 88,277.50	\$	\$	\$	\$ 88,277.50
	SUB-TOTAL COSTS	\$20,962.50	\$81,860.00	\$17,880.00	\$13,230.00	\$29,520.00	\$18,980.00	\$7,560.00	\$2,480.00	\$2,850.00	\$2,880.00	\$88,277.50	\$ 204,490.00	\$	\$	\$	\$ 204,490.00
	TOTAL DESIGN AND CA HOURS	219.5	741.0	247.0	296.0	520.0	1192.0	74.8	28.0	63.0	26.0	3195.0	\$ 88,277.50	\$	\$	\$	\$ 88,277.50
	TOTAL DESIGN AND CA COSTS	\$49,487.50	\$168,335.00	\$47,668.00	\$29,760.00	\$57,780.00	\$113,360.00	\$48,110.00	\$15,940.00	\$6,712.50	\$6,270.00	\$88,277.50	\$ 214,452.50	\$	\$	\$	\$ 214,452.50

**MANHOURLY BREAKDOWN
BY TASK/PERSONNEL**

TOTAL BASIC DESIGN SERVICES FEE SUMMARY

Sedona Fire District - Fire Station No. 4	
Architectural Total Base Design Fee (NTE)	\$ 453,257.50
Consulting Engineering Base Fee (NTE)	\$ 245,283.00
Structural Total Base Design Fee (NTE)	\$ 41,600.00
Mechanical / Plumbing Total Base Design Fee (NTE)	\$ 77,900.00
Electrical Total Base Design Fee (NTE)	\$ 58,515.00
Civil Total Base Design Fee (NTE)	\$ 57,140.00
Landscape Architect Total Base Design Fee (NTE)	\$ 9,128.00
TOTAL	\$ 688,844.50 (NTE)

TOTAL BASIC CONSTRUCTION ADMINISTRATION SERVICES FEE SUMMARY

Sedona Fire District - Fire Station No. 4	
Architectural Total Base CA Fee (NTE)	\$ 199,627.50
Consulting Engineering Base CA Fee (NTE)	\$ 59,287.00
Structural Total Base CA Fee (NTE)	\$ 4,050.00
Mechanical / Plumbing Total Base CA Fee (NTE)	\$ 18,700.00
Electrical Total Base CA Fee (NTE)	\$ 20,010.00
Civil Total Base CA Fee (NTE)	\$ 13,650.00
Landscape Architect Total Base CA Fee (NTE)	\$ 1,637.00
TOTAL	\$ 238,944.50 (NTE)

TOTAL REQUIRED ADDITIONAL SERVICES FEE SUMMARY

Sedona Fire District - Fire Station No. 4	
Civil Engineer Services (ALTA / Site Topographic Survey)	\$ 12,150.00
Geotechnical Report (Western Tech)	\$ 6,900.00
Relati Seismic Analysis (Western Tech)	\$ 2,000.00
Arch. Reimbursable Expenses (Allowance)	\$ 5,320.00
TOTAL	\$ 26,370.00 (NTE)

BASIC DESIGN & REQUIRED ADDITIONAL SERVICES TOTAL \$ 983,805.00

TOTAL SUSTAINABILITY ENERGY MODELING ADDITIONAL SERVICES FEE SUMMARY

Sustainability Consultant Energy Modeling	\$ 12,000.00
LEA Sustainability Coordination	\$ 2,750.00
TOTAL	\$ 14,750.00

TOTAL PROFESSIONAL FEES \$ 998,555.00



LEA –Architects, LLC

Attachment 3 Consultant Proposals

**Sedona Fire District
Fire Station No. 4**

August 25, 2025

BASE DESIGN CONSULTANTS:

Structural (BDA Design)

Mechanical / Plumbing (Applied Engineering)

Electrical (Volta US)

Civil - (Dibble & Associates)

Landscape Architect (Design Ethic)

ADDITIONAL DESIGN CONSULTANTS:

Sustainable Design (Quest Energy)

Geotechnical Engineering (Western Technologies / Certerra)



August 15, 2025

Mr. Randy Jones, RA
LEA Architects
1730 East Northern Avenue, Suite 110
Phoenix, AZ 85020

Re: Fee Proposal - Sedona Fire Station No. 4

Dear Randy:

We are pleased to present to you this proposal for consulting design services for this project. The scope of the work is as described in an email of August 13, 2025 and includes

The design of a new 12,000 square foot fire station building. The anticipated construction is of masonry load bearing walls of concrete masonry. The roof structure is assumed to be of structural steel using either open web steel joists or structural steel beam shapes or a combination of the two. A wood framed roof would be a possible alternative, but dependent on the fire resistance requirements.

As a design-based consulting firm, it is our desire to create structures that work in harmony with the architecture. For this project, we propose to provide the following services as a portion of the basic design contract:

1. Assist in development of appropriate and acceptable structural systems for the proposed building during the schematic and design development phases.
2. Prepare all required structural drawings and details to be incorporated in the final project set. This includes the General Structural Notes, plans, sections, and details, in conformance with all relevant codes, ordinances and guidelines.
3. Prepare all final digital Structural design calculations reflecting the final design.
4. Include electronic plotting as required for necessary coordination. Progress and Final drawings will be submitted via first generation pdfs as agreed upon with Architect.
5. Include the necessary documentation for permit submittal as required by reviewing jurisdiction.
6. Review of relevant specifications generated by others.
7. Review and coordinate between final Architectural drawings, as necessary, for accuracy and correctness.
8. Review and address building department comments for building permit issuance, coordinate revisions with Architect, revise and digitally re-plot all drawings and calculations affected.

7047 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
480.398.7729
www.bdadesign.com

9. General Construction Administration, including complete review of relevant shop drawings and material submittals, coordinated with Architect, for conformance with construction documents.
10. Provide responses to construction-related questions and RFIs, including review and response to General Contractor change order requests (CORs), and provide clarification sketches, coordinated with Architect.

Currently excluded from this scope are:

1. Reimbursable expenses, which will be billed in conjunction with our current schedule.
2. Special Structural Inspections – we will provide an estimate for this service.

The items currently excluded from this proposal may be included under a separate contract or as an addendum to this proposal.

Our proposed fee is as outlined in the accompanying fee spreadsheet and is valid for 90 days.

It is typically the policy that invoices are paid within 15 days of corresponding payment from the owner. A fee of 1.5% per month will be applied to late payments that go uncollected for more than 90 days, calculated from the invoice date.

Limitation of liability: In recognition of the relative risks and benefits of the Project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for service rendered on this Project.. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive. All consulting engineering are provided with the consensus standard of care for the profession.

Yours truly,



J. Greg Brickey, SE
Principal
GB/mg

	Principal	Administrative	Field Engineer	Project Specialist	Project Designer
ation	28	0	0	0	
	4			52	
		14			
	32	14	0	52	
	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00
	\$ 4,800.00	\$ 700.00	\$ -	\$ 5,200.00	\$ 1,500.00
	20				
				56	
		12			
	5	2			
	25	14	0	56	
	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00
	\$ 3,750.00	\$ 700.00	\$ -	\$ 5,600.00	\$ 1,500.00
	8		0	8	
	6			64	
		14			
	14	14	0	72	
	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00
	\$ 2,100.00	\$ 700.00	\$ -	\$ 7,200.00	\$ 2,500.00
	8			0	
	2			12	
		8			
	10	8	0	12	
	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00
	\$ 1,500.00	\$ 400.00	\$ -	\$ 1,200.00	\$ 750.00
	4		12		
	0			12	
		6			
	4	6	12	12	
	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00
	\$ 600.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 750.00
	\$ 85.00	\$ 56.00	\$ 12.00	\$ 204.00	\$ 56.00
	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00
	\$ 12,750.00	\$ 2,800.00	\$ 1,200.00	\$ 20,400.00	\$ 7,000.00

\$ 500.00 Lump Sum

**SEDONA FIRE DISTRICT FIRE STATION No. 4
MECHANICAL & PLUMBING ENGINEERING SERVICE AGREEMENT V1**

Between: LEA Architects, LLC 1730 East Northern Avenue, Suite 110, Phoenix, AZ 85020	And: Applied Engineering, Inc. 2800 S Rural Road, Suite 101, Tempe, AZ 85282
Contact Person: Lance Enyart	Contact Person: Gregory Piraino, PE
Job Name: Sedona Fire Station No. 4	Applied Job#: 25-085
Job Location: Jordan Rd. / Schnebly Rd.	Date: 8/20/2025
Client Job #:	Email: gregp@appliedengineering.ws

Scope of Mechanical and Plumbing Engineering Design Services:

- Applied will create Mechanical and Plumbing plans for a new single-story fire station on a 1.63-acre site with approximately 12,000 gross square feet, including 3.5 apparatus bays and a minimum of 8 dormitories with all the standard fire station amenities, including whole station generator, a dining room, day room, individual restrooms, exercise space, and a meeting room for staff and public use. Project will be CMAR.
- **MECHANICAL / PLUMBING**
 - High efficiency HVAC COP
 - Evaporative Cooling at Bays
 - Type 1 Kitchen Hood
- Project page-turn and coordination meetings with Architect, EE, SE, CE and other team consultants as required.
- Domestic plumbing high efficiency water heaters and low water usage fixtures standard.
- Design per ASHRAE 90.1 including summary report for design compliance and assistance to Architect on improving envelope and attaining ASHRAE 90.1 compliance.
- Design to be completed in BIM Revit.
- Deliverables: 30% SD, 60% DD, 90% CD and 100% final sealed CD plans. Book specifications.
- Support up to permit grant including coordination with City of Sedona plan reviewer(s).

Mechanical and Plumbing Construction Administration Services:

- CA Includes bid phase RFI replies, construction phase submittal and shop drawing reviews, RFI responses, clarifications.
- Includes (4) standard site inspections: (1) Pre-Final, (1) Substantial Completion, (1) Final (1) Warranty Walkthrough.
- Attend remote meetings as appropriate with Contractor, City staff, impacted third parties, utilities, and agencies as required.

Understandings:

- No LEED but sustainable features that make sense.
- Informal LEED Checklist and Energy modeling by others.
- Civil consultant, plumbers or others will confirm location of nearest waste tie in and design water and waste extensions to 5' from building.
- Substantial changes to scope during design may require additional fees.
- Fire protection shall be a performance type specification provided by Applied Engineering.

MP Design Fees: see attached spreadsheet for phase hours and fee breakdown

SD 30%:	\$ 24,080.
DD 60%:	\$ 24,080.
CD Pre-Final 90%:	\$ 21,900.
CD Final 100%:	\$ 7,840.
Total NTE MP Design:	\$ 77,900.

MP Construction Administration Fees:

Mechanical CA:	\$ 7,120.
Plumbing CA:	\$ 6,340.
CA Site Trips:	\$ 6,240.
Total NTE MP CA:	\$ 19,700.

Terms & Additional Services:

Substantial changes to scope during design may require additional fees. Additional Services outside of this agreement shall be performed under separate approved letter agreements and may include: Hourly rates: PE \$195/hr, Engineers/Designers: \$175/hr, CAD/Revit: \$175/hr, Admin: \$85/hr. Invoiced periodically based upon hours completed. Payment due within 30 days. Late payment fees 1.5%/mo plus reasonable collection fees to be paid by Client. (End of Scope)

Accepted by: LEA Architects, LLC	Offered by: Applied Engineering, Inc.
Signature:	
By:	By: Gregory Piraino, PE
Title:	Title: Mechanical Engineer
Date:	Date: 8/20/2025

Volta US

Mail Payments To: P.O. Box 842256
Los Angeles, CA 90084-2256
4806590511
sales@voltaus.com
www.voltaus.com



Proposal

ADDRESS

014LEA
1730 E. Northern Ave
Phoenix, AZ 85020

PROPOSAL # 3765

DATE 08/14/2025

PROJECT #

501407

TERMS

Net 30

	QTY	RATE	AMOUNT
Sedona Fire District Fire Station No. 4 Jordan Rd. / Schnebly Rd. New approx. 12,000SF building improvement and associated site electrical per preliminary program.			0.00

Basic Services:

- 1. Electrical construction documents including, Up to (1) site observation(s) during design
Schematic fire alarm system design
PV (photovoltaic) system provisions only, conceptual or engineered design excluded.
Schematic Phoenix Dispatch System Infrastructure system design per COP standards
Coordination with electric utility (excludes offsite electrical design)
30%, 60%, 90%, 100% submittals

2A. Electrical construction administration (CA) / post design (in-house) services including up to (5) site observations during construction, submittal reviews, response to RFIs through construction on a fixed fee (FF) basis. Additional construction administration services shall be approved prior to exceeding the NTE amount.

2B. Site observation(s) during construction (each).

Assumptions:

- Energy calculations are included when required by codes in force.
- Online meetings are included as needed.
- Special systems raceway design is a standard inclusion and includes conduits, wireways, boxes, floor boxes, trays, and similar systems for use by low voltage system installers.
- Job to be completed in ACAD.

Standard exclusions (unless specifically included in scope of services):

UPS systems, Engineered PV or battery systems, instrumentation / controls, design of AV, access controls, video surveillance, or IT hardware and cabling systems, time-current coordination, arc flash analysis, permitting, meetings with AHJ or utility, cost

Additional services when not included in services above may be provided on a time and materials basis per rate schedule below or as defined in the Master Agreement between Volta US and Client.

Principal: \$215; Sr. Professional Engineer: \$185; Engineer II, Sr. Technical Designer: \$140; Proj. Manager, Engineer I, Technical Designer: \$115; CAD Drafter: \$95; Admin / Proj. Controls: \$80

	QTY	RATE	AMOUNT
estimates, LEED design, rebates, engineered fire alarm, offsite lighting, fuel System			
ECD	1	59,515.00	59,515.00
1A Electrical engineering and technical design services. (Not To Exceed)			
ECA	1	20,010.00	20,010.00
2A. Electrical construction administration services (in-house) as described above.			
ECA	0	750.00	0.00
2B. Additional site trip(s) during design or construction (as needed) (\$750 each).			

Sedona Fire District Fire Station No. 4

TOTAL

\$79,525.00

Accepted By

Accepted Date

Additional services when not included in services above may be provided on a time and materials basis per rate schedule below or as defined in the Master Agreement between Volta US and Client.

Principal: \$215; Sr. Professional Engineer: \$185; Engineer II, Sr. Technical Designer: \$140; Proj. Manager, Engineer I, Technical Designer: \$115; CAD Drafter: \$95; Admin / Proj. Controls: \$80

p 602.957.1155 | 3020 East Camelback Road, Suite, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

August 20, 2025

Lance Enyart, RA
Principal
LEA – Architects, LLC
1730 East Northern Avenue, Suite 110
Phoenix, AZ 85020

**RE: Sedona Fire District Fire Station No. 4
401 Jordan Road, Sedona, AZ 86336
Survey & Civil Engineering Services Proposal**

Lance,

Thank you for the opportunity to submit this proposal to provide survey and civil engineering services. This proposal has been prepared based on our understanding of the project as described in the Project Understanding and Scope of Services sections. We look forward to partnering with your team for a successful project.

PROJECT UNDERSTANDING:

Project summary

- The project includes the construction of a new single-story fire station with approximately 12,000 gross square feet
- The new fire station will have 3.5 apparatus bays and is expected to have connections to Schnebly Road and Jordan Road
- The site is a 1.63-acre parcel bound by Jordan Road to the east, Schnebly Road to the south, Van Deren Road to the west, and existing commercial development to the north
- Existing site is currently developed, with an existing building and existing asphalt paved parking areas
- Project delivery will be Construction Manager at Risk (CMAR)

Grading & Drainage

- Retention/detention will be provided onsite within above ground or underground retention. Onsite facilities will be sized to maintain or decrease the existing flows off-site
- Off-site flows are not expected

Existing/proposed utilities:

- It is expected that existing utilities are fully developed within the public streets adjacent to the site
- Fire service will be provided with a connection to the 12-inch public main within the adjacent Jordan Road
- Domestic water service will be provided with a connection to the 12-inch public main within the adjacent Jordan Road
- Sanitary sewer service is expected to be provided with a connection to an existing main within the adjacent Jordan Road or the adjacent Schnebly Road
- It is expected that communication, electric, and gas services will be provided to the site and these designs will be provided by the utility providers
- Utility relocations are not expected
- Off-site utility improvements are not expected

Adjacent roadway infrastructure:

- Adjacent roadways are fully developed and roadway improvements are not expected
- Driveway cuts will be provided for site access, including apparatus access and public access
- Offsite improvements beyond driveway cuts are not expected

Parcel summary

- Replat/Lot Combo/Easements new or abandonment are not expected

DIBBLE



CONDITIONS:

- Architect will provide electronic files (AutoCAD) of the proposed site and building improvements for use as the basis of the civil design
- The Client will provide a Geotechnical Report with recommendations for pavement sections and percolation rates to complete the civil design for this project. If underground retention is proposed, report will include underground retention corrosion protection recommendations, and bedding & backfill design
- Submittals will be made via pdf documents and printing if required will be done by others or reimbursed at cost to Dibble
- Submittal and review fees will be paid by Owner/Architect at the time of submittal
- Client will provide a Title Report including Schedule 'B' items
- Site plan changes received less than two weeks prior to SD (30%), or DD (60%) submittal deadlines will not be incorporated until the next submittal in order to allow Dibble to perform our typical QA/QC process on these submittals prior to making our submittal.
- Site plan changes made after DD phase will require additional services request.
- Plan changes received less than two weeks prior to the CD submittal will require additional time and additional fees to incorporate into the civil plans to allow Dibble to perform our typical QA/QC process on this submittal prior to making our submittal.
- Deliverable packages will be provided as noted in each section under Scope of Services. Additional progress submittals will require additional services request.
- Meetings and construction phase site observations are as noted in each section. Should the required meeting attendance exceed the expected number of meetings additional compensation will be requested.

DESIGN STANDARDS/PERMITTING AGENCY

Design will conform to the following Authorities Having Jurisdiction (AHJ).

- City of Sedona
- Arizona Water Company (AZ Water)

Design will be reviewed and permitted by the following AHJ(s)

- City of Sedona
- Arizona Water Company (AZ Water)

SCHEDULE:

- Dibble is prepared to begin immediately and will coordinate with the Owner/Architect to establish a project schedule.

SCOPE OF SERVICES:**1.0 Survey Services****1.1 Topographic Survey****Project Control**

Dibble will perform Project Control Survey services including:

- Dibble will confirm the project control for the site
- Basis of Elevation: Elevations shall be tied to the City of Sedona datum
- Basis of Coordinates: Coordinates (Northing and Easting) shall be based upon the City of Sedona datum

Topographic Survey & Basemap Preparation

Dibble will perform Topographic Survey & Basemap services including:

- Prepare design ready AutoCAD base file including existing utilities and existing site features based on available utility as-built and quarter section drawings as well as conventional topographic survey.
- Limits of survey are per the attached exhibit.



1.2 ALTA/NSPS Land Title Survey

Dibble will perform ALTA/NSPS Land Title Survey services including:

- Dibble will prepare an ALTA/NSPS Land Title Survey in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys sealed by an Arizona Registered Professional Land Surveyor
- Parcel 401-15-014
- Included Optional Table A Items 2, 4, 5, 8, 11a, 13, 14 & 16.
- Perform field work to acquire the necessary data
- Prepare design ready AutoCAD base file including the field survey of the project area, property boundaries, existing utilities based on information from the field survey and available utility as-built information

2.0 Schematic Design Phase

2.1 Pre-Application/Development Review

Pre-Application/Development Review will be led, documents developed by, and submittal by the Architect, Dibble will perform Pre-Application/Development Review services including:

- Prepare a preliminary grading and drainage plan illustrating the following:
 - Existing contours
 - Grades on adjacent top of curb
 - Proposed site grading with spot elevations, flow arrows, and finish floor elevation
 - Proposed size and depth of retention area(s) and underground retention
 - Retention calculations to support the information provided above
- Prepare a preliminary utility plan illustrating the following:
 - Existing utilities adjacent to site
 - Proposed modifications to existing utilities
 - Proposed utility service connections

2.2 30% Schematic Design Documents

Dibble will prepare 30% Schematic Design documents including:

- Develop on-site plans including site demolition plan, civil site plan, grading & drainage plan, and utility plan
- Develop design of horizontal control of the site elements of the project including walls, hardscape, drives, and drainage features
- Develop design of water, sewer, and fire protection services
- Develop design of storm water conveyance, above ground and underground retention facilities
- Develop draft drainage calculations
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect
- Issue the Schematic Design documents to the Client for review and comment

2.3 Meetings & Coordination

- 6 ea. - 1 hour virtual meetings
- 1 ea. - 2 hour site visit

3.0 Design Development Phase

3.1 60% Design Development Documents

Dibble will prepare 60% Design Development documents including:

- Refine on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Refine design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Refine design of water, sewer, and fire protection services
- Refine design of storm water conveyance, above ground and underground retention facilities
- Develop draft drainage report
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
- Issue the Design Development documents to the Client for review and comment

3.2 Meetings & Coordination

- 6 ea. - 1 hour virtual meetings
- 1 ea. - 2 hour page turn meeting

4.0 Construction Document Phase

4.1 90% Construction Documents

Dibble will prepare 90% Construction Documents including:

- Finalize on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Finalize design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Finalize the design of water, sewer, and fire protection services
- Finalize design of storm water conveyance, above ground and underground retention facilities
- Finalize drainage report
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
- Issue the Construction Documents to the Client for review and comment

4.2 100% Sealed Construction Documents

Dibble will prepare 100% Sealed Construction Documents including:

- Address all final design coordination comments from Owner and design team
- Issue sealed Construction Documents to the Client and submit to AHJ for permit review

4.3 Storm Water Management Plan

Dibble will prepare a Storm Water Management Plan including:

- Prepare the SWMP (Storm Water Management Plan) in cooperation with the Contractor meeting the requirements of ADEQ and the City of Sedona

4.4 Meetings & Coordination

- 6 ea. - 1 hour virtual meetings
- 1 ea. - 2 hour page turn meeting

5.0 Permitting Phase Services

5.1 Permitting

Dibble will perform Permitting services including:

- Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
- Respond/address AHJ civil comments
- Prepare civil permit resubmittal
- Assist Owner/Contractor in acquiring civil construction permits
- Coordinate value engineering items with Owner, Contractor, and design team and update drawings prior to permit resubmittal

5.2 Meetings & Coordination

- 4 ea. - 1 hour virtual meetings

6.0 Construction Phase Services

Dibble will perform Construction Phase Services including:

6.1 Limited Construction Administration

- Respond to Contractor requests for information (RFI's)
- Review civil related Contractor submittals

6.2 Record Drawings

- Prepare civil related Record Drawings based on Contractor mark-ups

6.3 Meetings/Site Visits

- 3 ea. - 2 hour meetings/site visits, including final punch walk

ALLOWANCES

7.0 Early Procurement Package for Site

Dibble will provide an early procurement package prior to 100% CD's of the rest of the package. As the remaining disciplines finalize 100% drawings, Dibble will continue to coordinate and update drawings, and will issue an addendum in conjunction with the 100% CD for the building.

7.1 Addendum Documents

- Dibble will revise plans as necessary to coordinate with final plans from other disciplines
- Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect

7.2 Meetings & Coordination

- 3 ea. – 1 hour meetings

8.0 Fire Flow Test (allowance)

- Fire flow test for building fire flow calculations

EXCLUSIONS:

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Cost of permits or fees
- Survey Services including Replat/Lot Combinations, legal descriptions & exhibits
- Traffic study/Traffic impact analysis/Signal design
- Roadway signing & striping design
- Sub-surface exploration (utility pot-holing)
- Environmental investigations
- Geotechnical investigation
- Pavement section design & percolation tests (To be provided by Geotechnical Engineer)
- Design of off-site/public street, sidewalk, water, or sewer improvements except as noted in this proposal
- Off-site flow analysis, floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, mechanical design, natural gas design, landscaping, and irrigation design
- Site structural design including walls
- Street light plan/street light design
- Construction staking/Construction inspection
- As-built survey
- Certification of finish floor elevation
- Storm Water Pollution Prevention Plan (SWPPP) narrative (to be provided by contractor)
- NOI (Notice of Intent) application for SWPPP by Contractor

DIBBLE



FEES:

1.0	Survey Services	\$ 12,150
1.1	Topographic Survey	\$ 9,940
1.2	ALTA/NSPS Land Title Survey	\$ 2,210
2.0	Schematic Design Phase	\$ 15,300
2.1	Pre-Application/Development Review	\$ 5,270
2.2	30% Schematic Design Documents	\$ 6,770
2.3	Meetings & Coordination	\$ 3,260
3.0	Design Development Phase	\$ 12,395
3.1	60% Design Development Documents	\$ 9,640
3.2	Meetings & Coordination	\$ 2,755
4.0	Construction Document Phase	\$ 21,595
4.1	90% Construction Documents	\$ 12,350
4.2	100% Sealed Construction Documents	\$ 4,980
4.3	Storm Water Management Plan	\$ 1,510
4.4	Meetings & Coordination	\$ 2,755
5.0	Permitting Phase Services	\$ 7,850
5.1	Permitting	\$ 6,400
5.2	Meetings & Coordination	\$ 1,450
6.0	Construction Phase Services	\$ 13,650
6.1	Limited Construction Administration	\$ 6,180
6.2	Record Drawings	\$ 2,040
6.3	Meetings/Site Visits	\$ 5,430
	Subtotal	\$ 82,940

ALLOWANCES

7.0	Early Procurement Package for Site	\$ 5,960
8.0	Fire Flow Test	\$ 1,500
	Subtotal	\$ 7,460
	Project Total	\$ 90,400

STANDARD BILLING RATES (January 1, 2025)

Project Manager	220.00
Senior Engineer	220.00
Project Engineer (PE)	180.00
Assistant Project Engineer (EIT)	145.00
Senior Engineering Technician	175.00
Senior Designer	155.00
Land Surveyor (RLS)	195.00
Survey Technician	110.00
Survey Crew	210.00
Project Coordinator	130.00

If you have any questions, please feel free to call us at (602) 957-1155.

Sincerely,



Travis G Dunn, PE
Project Manager, Land Development

Dibble



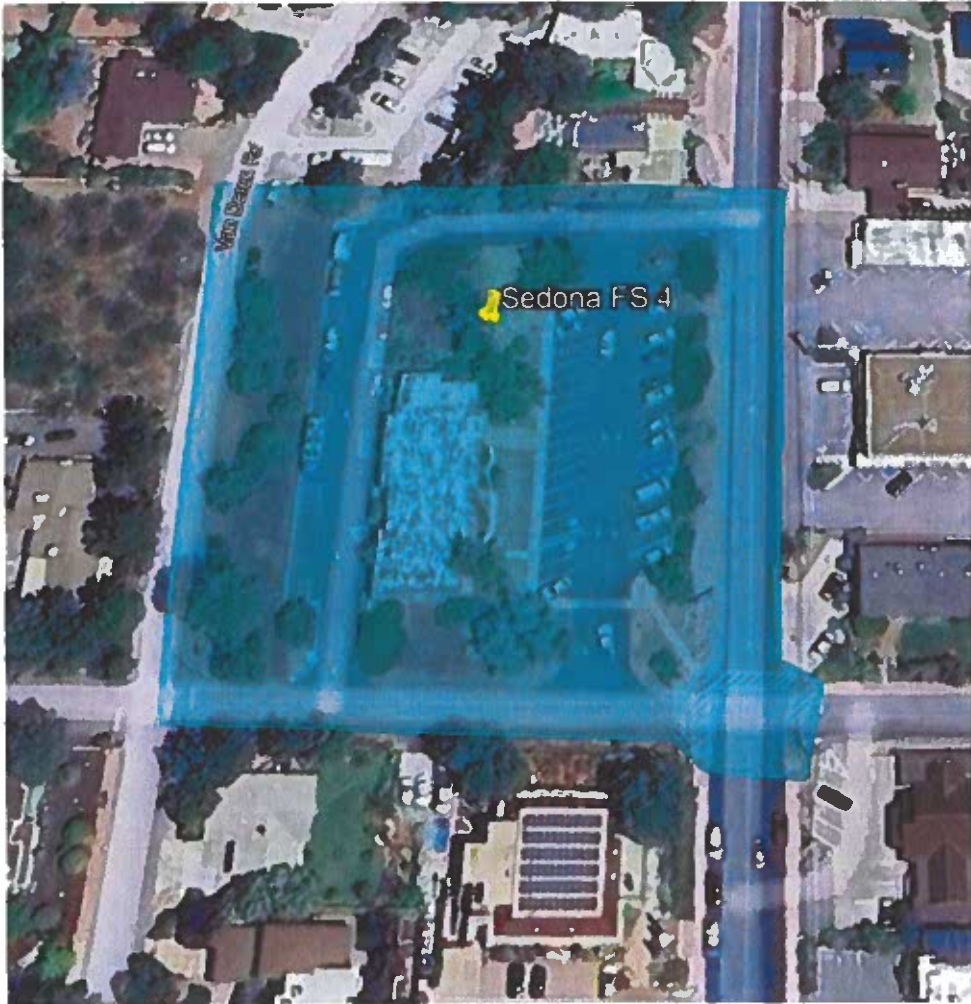
C. Shannon Mauck, PE
Vice President, Land Development

Dibble

DIBBLE



Limits of Survey



Hourly Breakdown

Sedona FS4 Fee Proposal DIBBLE		2025 Standard Billing Rates		PROJECT MGR	SENIOR ENGINEER	PROJECT ENGINEER	ASSIST ENGINEER	SR ENG TECH	SR DESIGNER	LAND SURVIVABLE	SURVEY TECH	SURVEY CREW	PROJ. COORD.
		FEES	HOURS	\$220.00	\$220.00	\$180.00	\$145.00	\$175.00	\$155.00	\$195.00	\$180.00	\$210.00	\$130.00
1.0 Survey Services													
1.1	Topographic Survey	\$3,940	85							14	35	16	
1.2	ALTANSPS Land Title Survey	\$2,210	17							4	13		
		\$0	0										
2.0 Schematic Design Phase													
2.1	Pre-App Development Review	\$5,270	32	4		8	10		12				
2.2	30% Schematic Design Document	\$5,770	42	2	2	8	10		20				2
2.3	Meetings & Coordination	\$3,280	18	4		10	4						
3.0 Design Development Phase													
3.1	80% Design Development Document	\$3,840	58	8		10	12		28				
3.2	Meetings & Coordination	\$2,755	15	4		8	3						
4.0 Construction Document Phase													
4.1	50% Construction Documents	\$12,350	74	8	4	12	20		30				
4.2	100% Sealed Construction Document	\$4,980	30	4		8	8		12				
4.3	Storm Water Management Plan	\$1,510	8	1		2			6				
4.4	Meetings & Coordination	\$2,755	15	4		8	3						
5.0 Permitting Phase Services													
5.1	Permitting	\$8,400	38	8		8	8		16				
5.2	Meetings & Coordination	\$1,450	8	2		4	2						
6.0 Construction Phase Services													
6.1	Limited Construction Administration	\$6,100	38	4		8	12		16				
6.2	Record Drawings	\$2,040	12	2		2			8				
6.3	Meetings/Site Visits	\$5,430	30	8		8	8						
		\$0	0										
		\$0	0										
7.0 Early Procurement Package for Site (Allowance)													
7.1	Addendum Documents	\$4,980	30	4		6	8		12				
7.2	Meetings & Coordination	\$980	5	2		3							
LUMP SUM TOTAL		\$82,340		\$14,300	\$1,320	\$20,700	\$15,370	\$0	\$24,800	\$3,510	\$5,280	\$3,360	\$280
HOURS			536	85	6	115	106	0	180	18	48	16	2

BREAKDOWN BY PHASE		
1.0	Survey Services	\$12,150 85
2.0	Schematic Design Phase	\$15,300 92
3.0	Design Development Phase	\$12,395 73
4.0	Construction Document Phase	\$21,535 128
5.0	Permitting Phase Services	\$7,850 46
6.0	Construction Phase Services	\$13,650 80
--	--	\$0 0
--	--	\$0 35
LUMP SUM TOTAL		\$82,340 536

ALLOWANCE/SUB-CONSULTANTS		
7.0	Early Procurement P	\$5,960
8.0	Fire Flow Test	\$1,500
ALLOWANCE/SUB-CONSULT		\$7,460

TOTAL CONTRACT \$90,400

DIBBLE



August 19, 2025

Mr. Lance Enyart
LEA Architects
1730 East Northern
Phoenix, Arizona 85020

RE: Sedona Fire Station #4 - Sedona, Arizona

Dear Lance,

Thank you for the opportunity of submitting this proposal for the future Sedona Fire Station #4, located in Sedona, Arizona. I look forward to working with you on this project. If you have any questions regarding this proposal, please contact me.

I. SCOPE OF SERVICES

A. EXISTING PLANT INVENTORY CITY OF TEMPE - DEVELOPMENT SERVICES APPROVED SALVAGE INVENTORY PLAN

1. Conduct a site visit to identify & inventory the existing trees on the property.
2. Identify Height, Size, Caliper and reason for removal
3. Tag all trees according to the City of Tempe tagging system
4. Provide Botanical and common names
5. Designate each plant as salvageable or non-salvageable
6. Include all the required notes per the City of Tempe Development Services Landscape Inventory checklist
7. Provide total numbers and percentages of preserve in place and non-salvageable material
8. Include all the required notes per the City of Tempe Development Services Landscape Inventory checklist
9. Note the condition of the plant material
10. Indicate all trees to be removed and reason for their removal
11. Coordinate/Prepare to submit plans to the City of Tempe for review
12. Make the necessary changes to the plans as required by the City.
13. Resubmit the plans for final approval.

B. 30% CONCEPTUAL PLANTING PLAN

1. Prepare a black and white 24" x 36" Preliminary Landscape plan for the City of Sedona Design review process.
 - Note all plant material that will remain.
 - Identify the preliminary locations of the City of Sedona the required trees
 - The preliminary landscape plan will specifically identifies the following:

7525 EAST 6TH AVENUE

DESIGN ETHIC

SCOTTSDALE, ARIZONA 85251

480.225.7077

BPAUL@DESIGNETHIC.NET

- Specific Shrub types, sizes, quantities, & specific planting material placement locations
 - Specific Tree types, sizes, quantities, & specific planting material placement locations
 - Specific Inert materials (Decomposed granite –type color, & quantities)
2. Identify the required planting requirements:
 - Street Buffer
 - Building Foundation
 - Parking Lot
 - Periphery Buffer
 3. Coordinate with the project Civil Engineer to develop and provide the required preliminary City of Sedona Low Impact Development
 4. Review the plan with the Owner and/or owner's representative and make the requested changes.
 5. Submit the plans to the City.
 6. Make any changes requested by the City.

C. 60% DESIGN DEVELOPMENT

1. Prepare a black and white 24" x 36" Preliminary Landscape plan for the City of Sedona Design review process.
 - Note all plant material that will remain.
 - Identify the preliminary locations of the City of Sedona required landscape buffer yards and the required trees
 - The preliminary landscape plan will specifically identify the following:
 - Specific Shrub types, sizes, quantities, & specific planting material placement locations
 - Specific Tree types, sizes, quantities, & specific planting material placement locations
 - Specific Inert materials (Decomposed granite –type color, & quantities)
2. Identify the required planting requirements:
 - Street Buffer
 - Building Foundation
 - Parking Lot
 - Periphery Buffer
3. Coordinate with the project Civil Engineer to develop and provide the required preliminary City of Sedona Low Impact Development
4. Review the plan with the Owner and/or owner's representative and make the requested changes.
5. Submit the plans to the City.
6. Make any changes requested by the City.

D. 90% & 100% CONSTRUCTION DOCUMENTS & SUBMITTAL DRAWINGS

1. Provide a cover sheet identifying all pertinent landscape site statistics
 - Periphery Buffer Yard Opacity Calculations
 - Onsite Landscape Calculations
 - Parking Lot Calculations
2. Identify any plant material that is to remain in place
3. Identify the required landscape material within parking field
4. Landscape Planting Plans:

- Coordinate existing salvaged material that is useable.
 - Boxed tree placement.
 - Street trees and shrubs.
 - Inert materials.
 - Planting details
4. Prepare winterized irrigation system plans indicating:
 - Coordinate with the Civil Engineer to receive the existing static water pressure on site.
 - Coordinate with the engineer on the location of the proposed and or existing water meters and their sizes
 - Provided notes for the contractor to coordinate to maintain watering on plant material that is to remain during the construction process
 - Irrigation Layout
 - Drip
 - Sleeves
 - Product identification.
 - Irrigation details.
 5. Coordinate with the Civil Engineer within the DR process to identify the depth of basins within all planting islands that are to be used to capture site run-off and the water capacity in gallons for each zone.

E. CONSTRUCTION ADMINISTRATION (If requested)

1. Punch-list's, RFI's & Construction Administration will be billed on an hourly basis **upon request** by the owner and will not exceed an amount of **\$945.00**

F. MISCELLANEOUS

- It is assumed that all City of Sedona submittals will be made by the Owner's representative. Any Municipal submittals made by Design Ethic LLC. will be additional to the lump sum fee and billed on o
- There are no rendering(s) included as part of this proposal.
- There is no lighting design included as part of this proposal.
- Permits and permitting fees are not included as part of this proposal.
- There are no site wall drawings, or any fencing drawings included for within this proposal.
- There are no site visits to tag nursery trees considered within the Construction Administration fees of this proposal. If requested this, time will be additional to the not to exceed lump sum fee and be billed at a rate of \$140.00 per hour

II. COMPENSATION

- A. Design Ethic, LLC. shall provide the professional services outlined above for the lump sum fee of:

Plant Inventory (if required)	\$ 2,074.00
30% Schematic Design	\$ 1,735.00
60% Design Development	\$ 1,735.00
90% Construction Documents	\$ 2,155.00
100% Submittal Drawings	\$ 2,020.00
Construction Administration	\$ 1,266.00

- B. Reimbursable expenses shall be billed in addition to the lump sum fee and include direct project expenditures of mileage, reproductions, plots, scans, photocopies, and digitizing. Materials, printing, delivery service, permit fees will be billed at 1.10 times the cost and are considered over and above any flat rates or not-to-exceed amounts quoted.
- C. Design Ethic LLC. shall invoice the Owner for work completed on a monthly basis beginning thirty days after the execution of any services rendered. Payment for services rendered will be due within thirty (30) calendar days of receipt of Design Ethic LLC. invoice. Design Ethic LLC. invoices with the Owner/Client that are outstanding in excess of ninety (90) days will require that Design Ethic LLC decrease any further services for client until Design Ethic LLC. is compensated for services rendered.

II. ADDITIONAL SERVICES

- A. Additional services will be billed for conceptual drawings above and beyond those specified. Any design services outside the scope of services specifically outlined will be additional services.

III. TERMS & CONDITIONS

- A. Client agrees to provide Consultant with all information, surveys, reports, and professional recommendations and any other related items requested by Consultant in order to provide its professional services. The Client affirms that he has provided all documents, maps, and other information in possession, relating to past, present, and proposed future use of the site and to the physical conditions of the site and surrounding area. The Consultant relies on the accuracy and completeness of these items. Client is responsible for acquiring all necessary permits and approvals and associated fees. The landscape architect will not be responsible or liable for any of the following: Any use of plans, specifications, details not signed and sealed by the landscape architect and approved by the governing agency. Any inaccuracies of site data plans, architectural drawings, services or any other information supplied by the client or others. Site soils and geologic conditions. Changes to the plans and specifications made by the client or others. Job site conditions. The performance of work on this project by any construction contractors or third parties.
- B. The client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant. Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications, or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of any third party against either the Consultant or the Client.
- C. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client

for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Consultant's fee. Such causes include but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

- D. All documents produced by the Consultant under this agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without prior written consent of the Consultant
- E. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, watering schedule, pruning methods, weeding and other general landscape maintenance practices may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- F. In the event that a question or claim may arise as to an error or omission in the landscape architect's work or plans, the landscape architect will assume no liability for the errors or omissions unless notified within 48 hours of the client's discovery of such. If notified within 48 hours, the landscape architect will have the right to remedy any such errors or omissions. Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and Consultant agrees to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method of dispute resolution among all parties.
- G. This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The landscape architect has the right to and may assert a lien for professional fees and costs for all past due accounts.

BILLING RATES

Principal	\$13500 per hour
Designer	\$ 95.00 per hour

Sincerely,

Design Ethic, LLC.



Brandon T. Paul
Principal

ACCEPTED FOR: _____

BY: _____

TITLE: _____

DATE: _____

Sedona Fire Station #4

ASSUMED MAN HOURS

Manpower Plan

#	Date	Project Phase	Principal / Project Director	Project Manager/Designer	Total Proposed Hours	Total Labor Fee
1	No Spec. Date	Plant Inventory	8	8.5	16.5	\$1,868
2	No Spec. Date	30% Schematic Design Drawings	2	14	16	\$1,600
3	No Spec. Date	60% Design Development Drawings	2	14	16	\$1,600
4	No Spec. Date	90% Construction Drawings	3	17	20	\$2,020
5	No Spec. Date	100% Submittal Drawings	3	17	20	\$2,020
6	No Spec. Date	Construction Administration	8	0	8	\$1,080
	Total Hours		26	70.5	0	0
	Hourly Rate		\$135.00	\$95.00	\$0.00	
Grand Total (Labor only)						
Reimbursable Expenses						
	Mileage - Site Visit	miles per trip	248.000	cost per mile	0.75	Total = \$372
	Meetings	Meeting Rate	\$135.00	Expected Hours	3.00	Total = \$405
				Site Visits	2	\$0
				Meeting Allowance	4	\$0
Grand Total (Labor and Reimbursables)						\$10,985

Sedona Fire District Fire Station No. 4

Sedona, Arizona

Proposal for
Sustainability Consulting

Provided by



August 2025

Quest Energy Group

Quest Energy Group is a multidisciplinary consulting engineering firm focused on providing sustainability solutions to the building and utility industry. Our service includes energy analysis/modeling, energy code compliance, investment grade audits, building commissioning and sustainability consulting for LEED and Green Globes and other certification programs. **Sustainability is our core business.**



CODE COMPLIANCE



SUSTAINABILITY CONSULTING



ENERGY ANALYSIS



BUILDING COMMISSIONING



UTILITY AND TAX INCENTIVES

We have experience collaborating with design teams on a range of building types and construction delivery methods. These projects range from small single story residential, multi-family, industrial/laboratory and large scale multi-phased developments. Our clients are building Owners, engineers, architects, contractors, government entities, private and public schools and universities, utilities, and private developers.

We provide consulting beginning in conceptual design continuing through final construction. Quest employees consist of engineers, architects, building automation/commissioning experts and sustainability specialists. Quest has offices in Tempe, Arizona and recently opened an office in Massachusetts to serve our Northeast Clients. We regularly perform work across Arizona, the Southwest, across the United States. In Philadelphia, Quest recently completed a number of buildings at East Market. Internationally Quest has done work in over 20 countries.

Sustainability

Quest Energy Group has been consulting in the field of energy efficiency and sustainability. This includes both existing and new construction projects ranging in size from small net-zero projects to the Empire State Building and everything in between. Our services are applied towards building certifications such as **LEED, IGCC Green Globes**, investment grade audits in support performance contracts, and to assist designers and architects with the selection optimize building envelope, lighting and HVAC systems.

Quest's LEED Certified Projects



Introduction

Fire Station No. 4 is proposed to be a single-story fire station with approximately 12,000 gross square feet. It will have four apparatus bays and a minimum of 8 dormitories with all the standard fire station amenities including whole station generator and diesel fuel island. There will be with the typical spaces associated with a fire station of this size – kitchen, dining, day room, individual restrooms, and exercise space.

Quest Energy Group has been asked to provide a proposal to assist with Energy and Sustainability consulting.

Task 1: Energy Analysis

Quest's role on this project with regards to energy efficiency requires that we work closely with the entire design team (owner, architect, lighting, and mechanical designers) throughout the design process to ensure an integrated building design. For example, decisions with regards building envelope impact the interior lighting systems in terms of utilizing natural light as well as the overall size of the heating, ventilation, and cooling equipment.

The first step in the analysis will be to develop a minimally compliant code model for the building using eQuest (DOE2.2) building simulation tool. The model will be minimally compliant to the code with respect to the building envelope, lighting, and HVAC systems.

The next task will be to develop the "As-Designed" model to reflect the current design. Quest will perform a detailed economic analysis of energy conservation or system alternatives as identified by Quest and the design team. Inputs to the analysis will included annual energy costs derived from the eQuest model, incremental first costs for each measure determined in conjunction with the design team, and additional maintenance or operational costs, if applicable. Separate runs will be done for each building system including the building envelope, lighting, and HVAC system so the impact can be assessed on the energy and utility costs of the building. Multiple HVAC systems will be considered as part of the preliminary design as directed by the design team.

At the conclusion of this task, a design Charette will be scheduled with the design team to present the results of the economic analysis. The goal of this meeting will be to identify any systems that are not in compliance with the energy code, and finalize the viable alternatives that could impact annual operating costs.

Deliverables

Energy Modeling

- Preliminary LEED Scorecard for ideas on Sustainable features
- Preliminary IECC2018/ASHRAE 2016 Energy Analysis
- Final IECC2018/ASHRAE 2016 Energy Report

Budget

NTE \$ 12,000 (80 hrs)

Overall Project Budget Summary

Below is a summary of the fees listed in the proposal above. It should be noted that this project should be eligible for incentives under the APS utility rebate program. The energy modeling fees may also be eligible for a 50% rebate.

		Pre-Design	30% SD	60% DD	90%-100% CD	Construction
Task 1	Energy Modeling		\$3000	\$4500	\$4500	0
Task 2	Commissioning					0
			\$3000	\$4500	\$4500	0
Senior Energy Analyst : \$150.00 per hour						
Commissioning Agent : \$150.00 per hour						