
**RIO NUEVO MULTIPURPOSE
FACILITIES DISTRICT**

DEPOT PLAZA BLOCK PROJECTS

**FORENSIC EXAMINATION REPORT
FINDINGS AND OBSERVATIONS**

MARCH 13, 2012

March 13, 2012

Sean Brearcliffe and John H. Sundt
Rusing, Lopez & Lizardi, P.L.L.C.
6363 N. Swan Road, Suite 151
Tucson, AZ 85718

Dear Mr. Brearcliffe and Mr. Sundt:

We have prepared our forensic examination report of findings and observations for the Rio Nuevo Multipurpose Facilities District in connection with the Depot Plaza Block Projects (the "Projects"). The scope of this report only addresses City project J025 and J045, which are projects directly related to the Depot Projects.

Part I of the report includes findings and observations resulting in questioned costs for amounts charged to the Projects which were unsupported or improperly charged. The questioned costs have been summarized in Exhibit L of the report.

Part II of the report details our analysis and findings regarding the overall amounts approved by Rio Nuevo in connection with the guaranteed maximum price contract for construction of the project. We found that the District expenditures did not exceed the approved guaranteed maximum price. Our conclusions could change if additional information is obtained.

Please contact our office after you have had an opportunity to review this report.

Sincerely,



Regier Carr & Monroe, LLP, CPAs

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DEPOT PLAZA BLOCK PROJECTS FINDINGS AND OBSERVATIONS

The 2010 reconstituted Rio Nuevo Multipurpose Facilities District (“District”) engaged Regier Carr & Monroe, LLP, CPAs (“RCM” or “we”) to conduct a forensic examination of the Depot Plaza Block Projects (“Depot Projects”) as specifically described below. We have conducted a forensic examination concerning the possible misuse of funds of the District. This examination was prompted by information resulting from a performance and financial analysis of the District performed by Crowe Horwath, LLP in October 2010.

On September 9, 2011, special legal counsel to the District, Rusing, Lopez & Lizardi P.L.L.C., requested all supporting documentation from the City of Tucson (“City”) for numerous City projects related to Rio Nuevo. The request included City project numbers J025 (Depot Garage), J045 (Depot Plaza) and any other Depot Block related projects (*Exhibit A*). In response to this request, Ms. Kelly Gottschalk (“Gottschalk”), Chief Financial Officer/Assistant City Manager to the City provided extensive electronic PDF files for the Depot Projects and their expenditures. The PDF files were provided electronically by e-mail and Gottschalk stated that she had provided all documentation on the Depot Projects contained in the project files (*Exhibit B*). The PDF files included a total of 4,134 pages. The City Finance Department was responsible for all accounting and disbursements related to the Rio Nuevo Multipurpose Facilities District funds throughout the duration of the Depot Projects, including maintenance of supporting documentation for expenditures.

This forensic examination was conducted in accordance with lawful forensic techniques, which included the examination of supporting documentation of expenditures related to the Depot Projects which were provided by the City. We also obtained and utilized relevant information from the City’s and the District’s public websites. We examined the documentation in order to determine if the District had authorized the expenditures, whether the expenditures were adequately supported, whether they related to the Depot Projects, and to determine if there were any indications of misused or misallocated funds and/or fraudulent activity. For the purposes of this examination, all documents received by the City or obtained through websites and other sources are collectively referred to as the “Documentation”.

The initial phase of the examination included review of the City provided documents, including contracts. Contracts were reviewed to identify the parties to the contracts, the authorizing agents and the significant terms. The City documents were also reviewed to identify amendments to the contracts. We then examined payment applications for proper authorization, underlying supporting documentation for the expenditures, and appropriateness in relation to the contracts. We reviewed publicly available District Board meeting minutes for motions and resolutions in order to identify District approvals related to the Depot Projects. Expenditures were summarized and compared to actual District approvals and the approved Guaranteed Maximum Price (“GMP”) of contracts, if applicable. Finally, we traced the expenditures from the payment application details into the “Inception to Date Flow of Funds –

(continued)

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DEPOT PLAZA BLOCK PROJECTS FINDINGS AND OBSERVATIONS

Expenditures FY00 through October 31, 2011” (“Flow of Funds”) prepared by and obtained from the City’s public website for the Rio Nuevo Multipurpose Facilities District (<http://cms3.tucsonaz.gov/rionuevo>) (*Exhibit C*).

Based on the results of this forensic examination, we find that there is sufficient evidence to support the conclusion that approximately \$2,319,366.04 of District expenditures should be considered to be questioned costs. In addition, \$2,223,530.20 of expenditures lacked evidence of District authorization and approval. These findings result in a total of \$4,542,896.24 of questioned costs.

For the purpose of this report, a “questioned cost” is defined as a cost not supported by adequate documentation, a cost that is unnecessary or unreasonable, or a cost that is a violation of a law, regulation or contract.

Depot Projects Background

The Depot Projects consist, in part, of an underground public parking garage and related public improvements designed to serve a major three-phase development project. The history of the Depot Projects is complex and often convoluted to follow. This is due in part to its lengthy duration beginning in approximately 2003.

Based on documentation examined, the City contracted with Nelsen Architects, Inc. (subsequently renamed Nelsen Partners, Inc.) (Nelsen Architects, Inc. and Nelsen Partners, Inc. collectively known as “Nelsen”), for professional design services of a mixed use facility. The Nelsen contract #042001, was approved by the City on September 24, 2003 by Jennifer Gillaspie, a City employee, on the behalf of Wayne A. Casper, CPM as City Director of Procurement. The performance of this contract was anticipated to span three to four years of design and construction activity.

In 2007, the contract was amended (Nelson Amendment No. 1) to split the project into three distinct projects: “Plaza Space @ Depot Plaza”, “Parking Garage @ Depot Plaza”, and the “New MLK Apartments @ Depot Plaza”. Nelsen Amendment No. 1 was approved by Jennifer Gillaspie, a City employee, on the behalf of Wayne A. Casper, Director of Procurement on March 29, 2007. In memos from Nelsen dated January 18, 2007, a proposal for each of the abovementioned projects is detailed with fee estimates. The Parking Garage @ Depot Plaza and Plaza Space @ Depot Plaza proposals were accepted by the City based on authorized signatures by Greg Shelko and Jim Glock in February 2007.

The City also entered into a Construction Manager at Risk Contract #062082 (“CM at Risk Contract”) for the Depot Projects with Lloyd Construction Co., Inc. (“Lloyd”). The original contract was for the Preconstruction Services. Fees for those services were not to exceed \$94,822.00. Prior to construction,

(continued)

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DEPOT PLAZA BLOCK PROJECTS FINDINGS AND OBSERVATIONS

the CM at Risk Contract was amended to provide a guaranteed maximum price (“GMP”) for construction. The amendment was approved by the City (“CM at Risk Amendment One”).

CM at Risk Amendment One was entered into December 13, 2007 between the City and Lloyd Construction Company, Inc. The GMP established by CM at Risk Amendment One was for the Depot Plaza Parking Garage in the amount of \$12,724,628.35. CM at Risk Amendment One was executed by Jennifer Gillaspie, a City employee, for Mark A. Neihart as City Director of Procurement.

Subsequently, we believe the MLK Apartments or components or their entirety were added to the CM at Risk Contract with Lloyd. However, a CM at Risk Amendment No. Three was not presented for review. In section II of this report we provide additional information regarding the GMP and related change orders in determining the final adjusted GMP.

I. Findings and Observations Resulting in Questioned Costs

Shown below are our findings and observations noted as Findings A through K. The questioned costs resulting from these findings are summarized in the Schedule of Questioned Costs (*Exhibit L*).

Finding A: Approved and Authorized District Support.

Just as the history of the Depot Projects is difficult to follow, the District’s authorization and approval of funding of the Depot Projects is murky. We found that there were three instances of the District approving funding for the Depot Projects. Below are the various Rio Nuevo apparent funding authorizations for the Depot Projects reviewed:

i. District Meeting Minutes of September 17, 2003.

It was noted in the District Board meeting minutes of September 17, 2003 that the Board motioned and approved expenditures for Depot Plaza (details of the project are not included in the District Board minutes) in the amount of \$950,000.00 (*Exhibit D*). However, no District resolution was noted in conjunction with the September 2003 funding motion and approval.

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RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DEPOT PLAZA BLOCK PROJECTS FINDINGS AND OBSERVATIONS

ii. District Meeting Minutes of November 8, 2006.

It was noted that in the District Board meeting minutes dated November 8, 2006 an additional City request for an agreement and associated funding for the Depot Plaza, Depot Plaza Garage, and other improvements was approved. The District motion to approve Resolution No. 2006-12 approving the execution of a development agreement between the City, District and Depot Plaza Investors, LLC was passed unanimously. The new total funding request amount approved was approximately \$7,489,000.00 (*Exhibit E*). The funding request included 50% of the Depot Plaza Garage cost, estimated at \$4,900,000.00. The agreement between the City, District, and Depot Plaza Investors, LLC was executed by City Mayor, Bob Walkup, Rio Nuevo representative, Ruben Suarez, and Thorndike B. Dame for Williams & Dame Development.

iii. District Meeting Minutes of December 2, 2008.

The District Board made a motion to approve a resolution approving and authorizing the issuance and sale of an amount not to exceed \$80,000,000.00 of Tax Revenue Bonds. The motion passed unanimously. Attachment A to the December 2, 2008 District minutes and Exhibit A to Resolution No. 2008-01 indicate \$11,600,000.00 for the Depot Plaza Garage and \$1,400,000.00 for the Depot Plaza Public Improvements, a total of \$13,000,000.00 for the Depot Projects (*Exhibit F*).

Based on the foregoing, it was determined Rio Nuevo potentially authorized support between \$950,000.00 to no more than \$13,000,000.00 of funding for the Depot Projects. The least amount of District funds used in excess of Rio Nuevo approval by the City for the Depot Projects is \$2,223,530.20.

Finding B: Survey Scope Adjustments.

We found that the District was charged for \$61,938.14 for services related to the MLK Apartments. The MLK Apartments were a project of the City of Tucson and the District had authorized no funds related thereto.

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RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DEPOT PLAZA BLOCK PROJECTS FINDINGS AND OBSERVATIONS

These services are described as Survey Scope Adjustments in the Nelsen Partners, Inc. “Extra Services Authorization” request dated February 13, 2008, which supported City Change Order #7 dated April 4, 2008. City Change Order #7 requested a total increase of \$66,609.95. Included in this increase is line item number 8 “Survey Scope Adjustments” in the amount of \$32,663.95. On the City Change Order #7 this amount is indicated as an increase to the MLK “Tower”. Per review of the subcontractor’s, (DOWL Engineers) Change Order No. 3, the Survey Scope Adjustments were described as “City of Tucson has requested a change in the survey scope of work to include a block plat, condominium plat, and legal descriptions to support submittal of tax credit financing application.” Based on this description, the aforementioned \$32,663.95 is related cost to the MLK Apartments. Additionally, the City of Tucson Consultant’s Request for Payment No. 17497-206 dated June 30, 2009 indicates a total of \$60,639.90 (91% of \$66,609.95 calculated by the City of Tucson as work completed) was charged to the Depot Garage Project resulting in \$29,274.19 being erroneously charged to the District (*Exhibit G*).

Finding C: Preconstruction Services.

We found that the District was erroneously charged \$82,962.00 for preconstruction services.

In the original CM at Risk Contract #062082 Section IV, Financial Considerations #1 states that the “City shall pay the CM at Risk an amount not to exceed \$94,822 for pre-construction services...” (*Exhibit H*). In the General Requirements section it is discussed that the project is being funded in part by Low Income Housing Tax Credits. This indicates that the preconstruction services included the MLK Apartments. Payment Requests were submitted to the City and paid from District funds for the total \$94,822.00. Per review of e-mail correspondence included in the Documentation, \$32,472.00 may have been related to the MLK Apartments. The District was erroneously charged for the entire \$94,822.00 plus an additional \$21,850.00, for a total of \$116,672.00 for the CM at Risk preconstruction fees. The District should have only been charged for \$33,710.00 in preconstruction services.

Finding D: CM at Risk Contract.

We found that \$75,223.00 of construction costs were not supported or approved by the District.

The “Work Completed to Date” amount on the City of Tucson Consultant’s Request for Payment No. 26 from Lloyd is \$12,555,027.00. The City of Tucson Consultant’s Request for Payment No. 27 “From Prior Estimates” is \$12,630,250.00. The from prior estimate amount on payment request No. 27 should have agreed to the amount of work completed to date on request for payment No. 26. This resulted in an increase of \$75,223.00 of costs not supported or District approved (*Exhibit I*).

(continued)

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DEPOT PLAZA BLOCK PROJECTS FINDINGS AND OBSERVATIONS

Finding E: Sturgeon Electric Invoice.

We found that the Sturgeon Electrical Abstract and Sturgeon invoice number 282127 in the amount of \$4,200.00 states the services provided were for “12 or 24 strand fiber to MLK bldg.” This invoice was for the MLK Apartments. This amount was traced into the City of Tucson Flow of Funds indicating the District was erroneously charged (*Exhibit J*).

Finding F: TestMarx Costs.

The revised contract with TestMarx, dated April 22, 2008 states it is for the LEED certification requirements for the MLK Apartments. The contract is not executed by the City or District. Two invoices totaling \$4,350.00 were erroneously charged to the Depot Garage project based on our review of the City of Tucson Flow of Funds. The City of Tucson Partial Delivery and Receiving Reports dated February 26, 2008 and March 13, 2009 were authorized as signed by Greg Shelko (*Exhibit K*).

Finding G: Nelsen Partners, Inc. Plaza vs. Garage Expenses.

Per the City of Tucson Flow of Funds detail of Depot Garage (J025) and Depot Plaza (J045) projects, it was noted that \$91,429.04 of Nelsen Partners, Inc. fees which related to the Depot Plaza Project (J045) were incorrectly charged against the Depot Garage Project (J025).

Finding H: Lloyd Construction Payment Applications 15 and 21.

No supporting documentation was provided by the City for City of Tucson Consultant’s Request for Payment numbers 15 and 21 in the amount of \$1,169,515 and \$723,150, respectively. As such, these payments have been considered questioned costs.

Finding I: Transfers in Flow of Funds.

Transactions were described as “Transfer” in the City’s Flow of Funds for the Depot Garage project (J025) in the total amount of \$394,116.76. Specific support was not located in the amount of these items identified as “Transfers”. We were also unable to trace supported expenditures totaling \$300,645.81 into the City Flow of Funds. We believe these expenditures are included in the “Transfer” amount; therefore, they are included as a reduction to the questioned costs. The net unsupported costs related to the “Transfers” amount are \$93,470.95.

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RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT DEPOT PLAZA BLOCK PROJECTS FINDINGS AND OBSERVATIONS

Finding J: City of Tucson Finance Department Charges.

We found expenditures identified as “Finance Department” in the City of Tucson Flow of Funds totaling \$114,987.50 charged to the Depot Projects. Of the expenditures, a total of \$48,976.93 was specifically identified as labor charges. The remaining \$66,010.57 may also be labor charges, but are not clearly identified as such in the Flow of Funds. Charging City salary or payroll expenses to the District is in violation of Arizona Revised Statutes.

Arizona Revised Statute 48-4204(C) states “A district established pursuant to section 48-4202, subsection B may not use monies distributed pursuant to section 42-5031 for the salaries or compensation of any employee of the municipality in which the district is located.” Additionally, Senate Bill 1003 that provided changes to Title 48 states the changes are retroactive to June 30, 2009. The Flow of Funds reflects that the City of Tucson charged the Depot Garage Project and Depot Plaza Project \$48,564.93 and \$412.00, respectively, for labor charges of the personnel of the City Finance Department or other City employees for the year ended June 30, 2010. Based on the Arizona Revised Statutes, these salary charges are considered questioned costs.

Finding K: Unidentifiable Expenditures.

We were unable to identify several transactions in the Flow of Funds. The description provided in the Flow of Funds was insufficient to determine the nature of the expenditures, and we did not identify any supporting documentation for these specific amounts. These items, totaling \$21,783.40, are considered questioned costs and are identified in Exhibit L as “Unidentified Expenditures.”

II. Guaranteed Maximum Price Analysis

As part of our forensic examination, we reviewed change orders to the GMP for proper approval in order to determine the agreed upon GMP. Based on the approved change orders to the GMP, the District expenditures on the Depot Plaza Projects to Lloyd and Nelsen did not exceed the GMP. Shown below is our one finding related solely to the GMP.

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**RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
DEPOT PLAZA BLOCK PROJECTS
FINDINGS AND OBSERVATIONS**

Finding L: COT Construction Change Order #11.

The total of change order #11 is \$63,295.67. We were able to locate back up support for only \$6,206.42. We noted that the change order is not signed, but a City of Tucson Memorandum dated February 7, 2011 requesting approval of Change Order #11 is approved by Sean McBride, Assistant City Manager. Additionally, the memorandum indicates that \$6,206.42 was approved by the District Board Chair. Per District Administrative Rules, the Board Chair is unable to unilaterally approve any matter unless by express board authorization. Based on our examination of the board minutes we found no evidence of this matter being presented (*Exhibit M*).

RUSING & LOPEZ, P.L.L.C.

ATTORNEYS AT LAW

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* NOT ADMITTED IN ARIZONA;
ADMITTED IN MASSACHUSETTS
NEW YORK, AND WASHINGTON, D.C.
** ALSO ADMITTED IN CALIFORNIA
*** ALSO ADMITTED IN COLORADO
+ ALSO ADMITTED IN WASHINGTON, D.C.
♦ ALSO ADMITTED IN TEXAS

September 9, 2011

Ms. Kelly Gottschalk
Finance Director
City Hall
P.O. Box 27210
Tucson, AZ 85726-7210

RE: JO # JO25, JO45 and any other related projects (collectively the "Depot Projects").

Dear Ms. Gottschalk:

We are assisting the Rio Nuevo Multipurpose Facility District ("the District") in a review of costs and expenses being charged to the District for design, construction and other services furnished in connection with the following Projects identified by the City of Tucson as job numbers: JO25, JO45 and any other related projects (collectively the "Depot Projects" and from time to time below "Projects").

To expedite review we ask that the City furnish:

- a. Electronic copies of all payment applications submitted to (and reviewed and approved) by the City by every contractor, vendor, designer or other entity furnishing services associated with the Projects.
- b. Copies of each request for reimbursement and all supporting data and approvals submitted by the City to Wells Fargo for reimbursement.
- c. Copies of all bank statements for the accounts from which Project reimbursements were requested.
- d. Copies of all contracts and agreements entered into relating to the Projects.

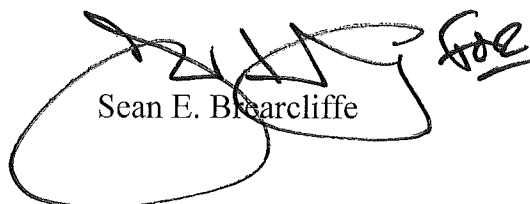
Ms. Kelly Gottschalk
September 9, 2011
Page 2

- e. Copies of all Change Orders and Change Order Requests relating to the Projects.
- f. Copies of each Budget, for each of the Projects, which were approved by the Mayor and Council and the Rio Nuevo Multipurpose Facilities District.
- g. Copies of each adjustment to each such Project Budget that were approved by the City's Mayor and Council and the Rio Nuevo Multipurpose Facilities District.

To expedite our request, we are including a form through which you can identify appropriate staff capable of responding to our request. Either we, or a designee can review the attached form with City and streamline the process. Please respond with the applicable document production in scanned or hardcopy form on or before September 19, 2011.

Thank you very much for assistance and cooperation.

Sincerely,


Sean E. Blearcliffe

SEB\gl

Contacts & Document List

The Escrow Officer/Relationship Manager at Wells Fargo Bank maintaining the Trust accounts from which the City of Tucson requested reimbursement

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

The individual(s) at the City of Tucson responsible for reviewing the Projects payment applications and the "backup" to the payment applications and determining that the extent of progress planning, design or construction was consistent with the payment applications submitted and that no overbilling or front loading of project expenses was occurring.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

The individual(s) within any City of Tucson Planning and Engineering Department or Finance Department having responsibility for, or participating in reviewing and approving progress payment requests for the Projects and determining that the work completed was consistent with the extent of progress billing. Please include the contact information any outside architects, engineers or consultants engaged to perform these services as well.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

The individual(s) at the City of Tucson familiar with the worksheets or other files used to roll forward payment applications and otherwise account for budgets or actual expenses incurred under any agreement with any entities for which the City requested payment; including those performing Construction services, Design and Preconstruction services or any other services associated with the Projects.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

Exhibit A

The individual(s) at the City of Tucson familiar with the Projects' payment applications, invoices or other billings (and all accompanying documents), submitted to the City by any entity, party or otherwise which are related to the Projects, including but not limited to those for construction services, design and preconstruction services, inspection or testing services, and project planning, platting, legal or other services.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

The individual(s) at the City of Tucson familiar with the contracts and agreements entered into and relating to the Projects.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

The individual(s) at the City of Tucson familiar with Change Orders or Change Order Requests relating to the Projects.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

The individual(s) at the City of Tucson familiar with each Projects' Budget approved by the Mayor and Council and the Rio Nuevo Multipurpose Facilities District.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

The individual(s) at the City of Tucson familiar with adjustments to the Projects' Budgets that were approved the City's Mayor and Council and the Rio Nuevo Multipurpose Facilities District.

Name: _____

Title: _____

Direct Phone: _____

E-mail: _____

Exhibit B

From: [Kelly Gottschalk](#)
To: [Sean Brearcliffe](#)
Cc: [Mike Rankin](#)
Subject: Requested Documents JO25
Date: Sunday, September 18, 2011 2:25:06 PM
Attachments: [j025 sw hazard g2.pdf](#)
[j025 sw hazard a.pdf](#)
[j025 sw hazard b1.pdf](#)
[j025 sw hazard b2.pdf](#)
[j025 sw hazard c1.pdf](#)
[j025 sw hazard c2.pdf](#)
[j025 sw hazard d.pdf](#)
[j025 sw hazard e1.pdf](#)
[j025 sw hazard e2.pdf](#)
[j025 sw hazard f.pdf](#)
[j025 sw hazard g1.pdf](#)
[j025 sturgeon electric.pdf](#)
[j025 summary budget.pdf](#)
[j025 thomas reprographics.pdf](#)
[j025 tmcx az dr23687.15.pdf](#)
[j025 tucson elec power.pdf](#)
[j025 twenty day lien notice.pdf](#)
[j025 walker parking.pdf](#)
[j025 western tech dr23376.7 e.pdf](#)
[j025 western tech dr23376.7 a.pdf](#)
[j025 western tech dr23376.7 b.pdf](#)
[j025 western tech dr23376.7 c.pdf](#)
[j025 western tech dr23376.7 d.pdf](#)
[j025 western tech dr32341.1.pdf](#)
[j025 western tech dr32341.4 b.pdf](#)
[j025 western tech dr32341.4 a.pdf](#)
[j025 western tech dr32341.5.pdf](#)

Mr. Brearcliffe,

The information you requested in your letters dated September 9, 2011 re: projects JA01, JA03, JA05, JA06, JO04, JO07, JO13, JO21, JO30, JO31, JO50, JO51, JO25, JO45 have been attached and split into multiply emails due to the file size.

The attached documentation includes all information contained in the finance project files. The files were not reviewed for completeness. My assumption is that these files, publically available information and other information (bank statements) previously transmitted to your firm and/or accountants, auditors, attorneys and District Board members cover your request.

If you have specific questions, are missing any specific information or if we can assist in your analysis please contact me and I will coordinate the appropriate staff resources.

Please confirm receipt of this email.

Thank you,

Kelly Gottschalk, CPA
Assistant City Manager/
Chief Financial Officer

City of Tucson
255 W. Alameda 5W
Tucson, AZ 85726-7210
520-837-4381
kelly.gottschalk@tucsonaz.gov

**Rio Nuevo Flow of Funds
Inception to Date information Unaudited
Management Report, not GASB**

Expenditures FY 00 through October 31, 2011 - Unaudited

The project expenses do not and are not suppose to match the CIPs and/or capital asset amounts.

**Includes total interest expense but excludes depreciation and amortization

	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	Unaudited FY10	Unaudited 10/31/2010	Inception to Date
Revenues:													
TIF Revenue					6,202,524.44	8,655,985.78	10,526,207.07	16,188,386.18	14,091,610.33	9,791,087.75	9,322,246.44	1,992,032.46	76,770,080.45
Tucson Convention Center Rental Income			3,239,393.75	4,738,775.00	4,737,775.00	3,703,725.00	3,703,675.00	3,708,175.00	3,700,300.00	3,701,500.00	3,703,609.75	1,240,773.39	36,177,701.89
Rialto Theater Rental Income												3,763.80	3,763.80
Depot Garage Rental Income												10,000.00	10,000.00
Other Rental Income		764.38	5,109.71	17,010.39	63,678.07	84,437.54	86,343.66	35,774.34	23,561.05	28,473.78	32,652.15	10,223.48	388,028.55
Sale of Property			27,491.16					492.13	5,803.20				33,786.49
Interest Earnings			367.14	6,195.33	150,866.54	800.75	135,322.12	130,397.09	100,192.46	145,083.47	53,246.27	22,522.31	744,993.48
City of Tucson Contributions:													
Citizen Auto Stage Relocation						400,000.00	146,069.00						546,069.00
Miscellaneous					523.15		150.00			89,729.58			90,402.73
Total Revenues	-	764.38	3,272,361.76	4,761,980.72	11,155,367.20	12,844,949.07	14,597,766.85	20,063,224.74	17,921,467.04	13,755,874.58	13,111,754.61	3,279,315.44	114,764,826.39
Other Financing Sources:													
COPs Series 2002 Convention Center Financing:													
Certificates of Participation			33,575,000.00										33,575,000.00
Premium			908,117.20										908,117.20
Issue Costs			(527,380.61)										(527,380.61)
City of Tucson Cash Contribution			511,359.38										511,359.38
Fox Theater Revenue Bonds:													
Bond Proceeds							5,800,000.00						5,800,000.00
Less Bond Discount							(17,775.35)						(17,775.35)
Less Issuance Costs							(177,690.78)						(177,690.78)
Fox Theater Foundation Reimbursements								1,471,451.79					1,471,451.79
Rio Nuevo Revenue Bonds Series 2008:													
Bond Proceeds										80,000,000.00			80,000,000.00
Less Bond Discount										(1,356,373.75)			(1,356,373.75)
Less Issuance Costs										(1,619,680.48)			(1,619,680.48)
Loan from City of Tucson					14,577,549.00								14,577,549.00
COPs Series 2009 Hotel Projects Financing:													
Certificates of Participation											12,560,000.00		12,560,000.00
Less Issuance Cost & Underwriter Discount											(459,332.93)		(459,332.93)
Total Other Financing Sources	-	-	34,467,095.97	-	14,577,549.00	-	5,604,533.87	1,471,451.79	-	77,023,945.77	12,100,667.07	-	145,245,243.47
Total Revenues and Other Financing Sources	-	764.38	37,739,457.73	4,761,980.72	25,732,916.20	12,844,949.07	20,202,300.72	21,534,676.53	17,921,467.04	90,779,820.35	25,212,421.68	3,279,315.44	260,010,069.86
Operating Expenditures:													
Salaries, Wages & Fringe Benefits	115,236.05	240,731.44	261,021.30	448,912.02	374,766.82	629,739.55	630,832.37	612,052.18					3,313,291.73
Services (legal, rent, utilities, insurance, etc)	14,610.06	1,683,667.19	384,104.24	418,767.87	400,111.57	497,091.84	929,412.73	694,971.56		116,761.55	296,811.24	302,529.07	5,738,838.92
Community Relations			73,948.33	221,432.57	184,286.50	293,067.35	256,759.08	178,337.79					1,207,831.62
South Tucson Agreement						250,000.00		250,000.00	500,000.00				1,000,000.00
Supplies	3,916.84	33,673.45	25,600.59	92,551.07	40,504.83	23,071.30	14,409.14	50,041.83				540.66	284,309.71
Equipment	10,150.00	35,232.38		33,889.60			5,799.64						85,071.62
Fiscal Agent Fees				500.00	3,500.00	2,000.00	3,000.00	6,250.00	10,465.00	6,587.50	11,087.50	1,805.00	45,195.00
Interest Expense		52,398.85	122,534.25	161,266.17	250,253.33	203,900.02	24.84			130,069.16			920,446.62
Total Operating Expenditures	143,912.95	2,045,703.31	867,208.71	1,377,319.30	1,253,423.05	1,898,870.06	1,840,237.80	1,791,653.36	510,465.00	253,418.21	307,898.74	304,874.73	12,594,985.22
Debt Service Payments:													
City of Tucson Loan:													
Principal								501,575.00	524,146.00	6,800,000.00	5,035,334.00		12,861,055.00
Interest								2,623,960.00	633,419.00	456,832.13	152,816.00		3,867,027.13
COPs Series 2002 Convention Center Financing:													
Principal		2,845,000.00	3,275,000.00	3,405,000.00	2,540,000.00	2,665,000.00	2,800,000.00	2,915,000.00	3,045,000.00	3,200,000.00			26,690,000.00
Interest		354,954.37	1,463,775.00	1,332,775.00	1,163,725.00	1,038,675.00	908,175.00	785,300.00	656,500.00	504,250.00		114,750.00	8,322,879.37
Fox Revenue Bonds:													
Principal							580,000.00	510,000.00	535,000.00	565,000.00	600,000.00		2,790,000.00
Interest							218,196.42	301,625.00	274,850.04	246,093.78	214,312.50	59,937.52	1,315,015.26
2008 Revenue Bonds:													
Principal													-
Interest										2,396,765.58	4,793,531.26	1,797,574.26	8,987,871.10
COPs Series 2009 Hotel Projects Financing:													
Principal													-
Interest											343,255.03	173,800.00	517,055.03
Total Debt Service	-	-	3,199,954.37	4,738,775.00	4,737,775.00	3,703,725.00	4,501,871.42	7,645,335.00	5,667,715.04	14,166,191.49	14,843,498.79	2,146,061.78	65,350,902.89

**Rio Nuevo Flow of Funds
Inception to Date information Unaudited
Management Report, not GASB**

Expenditures FY 00 through October 31, 2011 - Unaudited

The project expenses do not and are not suppose to match the CIPs and/or capital asset amounts.

**Includes total interest expense but excludes depreciation and amortization

	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	Unaudited FY10	Unaudited 10/31/2010	Inception to Date
Projects:													
Purchase of TCC for Multi-purpose district			34,429,741.53										34,429,741.53
Property purchase 501 S Sentinel Ave.	27,887.51												27,887.51
Property at 332 S Freeway			2,800.00										2,800.00
I-10 Deck Park							199,746.00	10,231.76					209,977.76
South Drill Track Improvement			11,650.00	3,847.00									15,497.00
Westside Project			925.00										925.00
Congress Landfill			15,568.85	112,336.70									127,905.55
Public Infrastructure Improvements			418,454.92	85,264.11	49,112.51								552,831.54
Archaeology and Historical Research			893,995.82		85,186.44								979,182.26
Rio Nuevo Landfill Stabilization Project			175,053.80	68,470.30									243,524.10
Rio Nuevo potholing				3,211.00									3,211.00
Bonita Ave & Congress				77,615.17									77,615.17
Greyhound Bus Relocation							13,951.69						13,951.69
Property 151 N Stone Ave.				800.00		128,001.93							128,801.93
Total Other Projects (in operating units)	27,887.51	-	35,948,189.92	351,544.28	134,298.95	128,001.93	213,697.69	10,231.76	-	-	-	-	36,813,852.04
JA01 Plaza Del Centro									10,556.93				10,556.93
JA02 Roundabout at Grande & Clearwater/Cushing									375,349.08	577,180.30			952,529.38
JA03 Gadsden Development									745.00	19,677.00			20,422.00
JA04 Greenway Multiuse Path										200,000.00			200,000.00
JA05 Barrio Viejo										39,871.56	186,089.02		225,960.58
JA06 Barrio Sin Nombre										89,165.13	33,808.59	8,872.06	131,845.78
JA07 Simpson Street Warehouse Demolition										25,628.04			25,628.04
J001 TCC Box Office				793,716.39									793,716.39
J002 Tucson Regional Visitors Center			1,110.34	98.11									1,208.45
J003 Presidio Stabilization & Heritage Park			184,654.19	619,010.21	707,245.78	22,667.09	1,326,757.50	1,233,836.44	211,860.35	69,338.41			4,375,369.97
J004 Mission Site/Origins Park				781,448.27	767,227.72	311,402.25	363,752.46	3,344,441.05	10,895,609.43	1,734,591.52	21,175.27	14,068.72	18,233,716.69
J005 Property Purchase Citizen Auto Exchange			15,078.37	826,598.99		1,575,209.54	748,116.79	190.36					3,165,194.05
J006 Fox Theatre				1,247,765.04	789,866.77	3,265,601.31	6,050,772.42	165,696.79					11,519,702.33
J007 Science Center & Historical Museums				195,783.00	71,245.65	6,939.52	14,255.55		5,471,813.60	1,946,197.72			7,706,235.04
J013 Mercado Avenue				250.00		121,004.54	72,997.20	4,000,144.23	1,298,336.40	31,130.85			5,523,863.22
J017 Civic Center: Convention Center Hotel										1,727,445.60	8,322,934.61	9,439.27	10,059,819.48
J021 Arizona History Museum										1,425,454.72	41,728.10		1,467,182.82
J023 Thrifty Block			99,785.20	228,912.53	22,062.29	520,289.10	10,781.96	4,251.91	770.00				886,852.99
J024 Southwest Drill Track Improvements					170,060.26	70,526.93	3,158.01	471.82					244,217.02
J025 Depot Plaza: Parking Garage								189,606.84	1,388,196.42	8,891,011.14	3,982,142.80	(627,427.00)	13,823,530.20
J026 Civic Center: New Arena						6,282.09			77,337.82	483,233.38	318,412.48		885,265.77
J027 Northwest Lots: Church - Stone					751,907.03								751,907.03
J030 Mission Landfill					5,139.14	1,564.92	1,318.49	1,565,672.24	732,917.67	333,137.40		157.50	2,639,907.36
J031 Origins Infrastructure									279,358.37	131,812.28	128,235.09		539,405.74
J032 Rialto Theater						1,790,046.68	355,621.56	83,679.77	38,422.00				2,267,770.01
J033 Civic Plaza						257,671.60	164,215.96	335,157.72					757,045.28
J034 Purchase Property New Arena						5,196.51	3,634.40						8,830.91
J035 Cultural Plaza and Parking Garage						58,802.22	16,930.31	12,414.87		339,540.63	2,145.24		429,833.27
J036 Civic Parking Garage						391,742.63	265,312.17	49.12					657,103.92
J038 Congress Streetscape						328,156.92	7,886.89	2,757.88					338,801.69
J042 Presidio Terrace						1,579.57							1,579.57
J044 Cushing Street Bridge								66,770.66	608,020.53	559,459.76	575,497.93		1,809,748.88
J045 Depot Plaza: Public Improvements										75,243.56	132,475.38		207,718.94
J046 Civic Center: Convention Center Expansion										327,604.46	1,900,742.03		2,228,346.49
J047 I-10 Underpass Widening/Clark Street									9,000,000.00				9,000,000.00
J048 Downtown Infrastructure Improvements (DIIP phase 2)									338,476.92	8,125,264.48	564,010.15		9,027,751.55
J049 Civic Center: Convention Center East Entrance										179,194.26	4,428,675.75	(275,750.40)	4,332,119.61
J050 Mission Gardens										1,953,932.42	99,003.36		2,052,935.78
J051 Mission Complex Drainage Swale													-
J052 Civic Center: Convention Center Parking Garage										320,159.52	1,295,644.87		1,615,804.39
J053 Civic Center: Central Energy Plant											78,240.31	16,634.69	94,875.00
Total Individual Projects	-	-	300,628.10	4,693,582.54	3,284,754.64	8,734,683.42	9,405,511.67	11,005,141.70	30,727,770.52	29,605,274.14	22,110,960.98	(854,005.16)	119,014,302.55
Total Projects	27,887.51	-	36,248,818.02	5,045,126.82	3,419,053.59	8,862,685.35	9,619,209.36	11,015,373.46	30,727,770.52	29,605,274.14	22,110,960.98	(854,005.16)	155,828,154.59
Total Expenditures	171,800.46	2,045,703.31	40,315,981.10	11,161,221.12	9,410,251.64	14,465,280.41	15,961,318.58	20,452,361.82	36,905,950.56	44,024,883.84	37,262,358.51	1,596,931.35	233,774,042.70

Minutes of the **Rio Nuevo Multipurpose** Facilities District Board

September 17, 2003 at the Sam Lena Library, 1607 South Sixth Avenue, South Tucson, Arizona.

1. Roll Call

Chair Suarez called the meeting to order at 6:00 pm. Alice Eckstrom, Olivia Hernandez, Corky Poster and Ruben Suarez present.

Staff present: Karen **Thoreson**, Project Director, John Updike, Project Manager, Tim Pickrell, Counsel to the District Board, Fernando Castro, City Manager of South **Tucson**, Lucy Amparano and Karen Leone, Project Managers, Virginia Manyak, Staff Assistant.

2. Approval of Minutes of June 11, 2003

*Ms. Eckstrom **moved** to approve the **minutes**, Corky Poster seconded. Motion approved unanimously, 12-0.*

3. Update on Tucson Origins Project

This item was held until later in the meeting. Ms. Thoreson and staff provided a brief update. The next public meeting is set for October 22nd. Mr. Poster indicated disappointment in the level of engagement of WLB Group, and some concerns in particular regarding the Presidio Wall location and reconstruction plans. Mr. Poster indicated the plan for the project needs to be overlaid on the future downtown patterns, not the existing land use and transportation patterns.

Ms. Thoreson asked that we place this item on the next agenda with a more complete review of the status of the project.

4. Update on the Rio Nuevo Director Recruitment

Ms. Thoreson distributed a memorandum from the City Manager regarding the cancellation of the recruitment process, and the process will be **re-engaged** in the very near future.

Mr. Poster asked how the new process would differ from the prior process to recruit a different field of candidates. Ms. Thoreson indicated that a *wide* net was cast previously to recruit those interested, and that this recruitment might be more targeted, with specific outreach, as an example. Mr. Poster asked whether a headhunter firm would be appropriate for this next effort. Ms. Thoreson indicated that all approaches would be considered.

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5. Depot Plaza - Request for Funds

Mr. Poster noted that his firm was involved in creating some of the visions for the project, and may be involved in future elements of the project, so is recusing himself from this discussion. Ms. Nottingham and Mr. Stry of the City's Community Services Department made a brief presentation.

Chair Suarez asked if the Ronstadt Transit Center (RTC) was impacted by the project. The project adjoins the Center, and Ms. Nottingham indicated that the Depot Plaza project team is coordinating closely with the team analyzing re-use options for the RTC. Chair Suarez also asked about the fate of the existing tenants in the MLK building. Ms. Nottingham indicated that many alternative housing choices will be available for existing residents, on site and off-site.

Ms. Eckstrom asked about the size of the new units – they will be primarily 1 bedroom for the seniors. Market rate units will be 1 and 2 bedroom units. Ms. Eckstrom also asked about the fate of the existing MLK building. The building will either be renovated substantially, or demolished and replaced, subject to further investigation and funding issues. Chair Suarez asked if this request would be the total likely funding from Rio Nuevo. Ms. Nottingham indicated that the amount requested today is likely the total sum to be requested of Rio Nuevo.

Ms. Eckstrom asked about the timeline for the project. Ms. Nottingham indicated the project is likely a four year process from start to occupancy. Ms. Eckstrom moved approval of funding for the plaza as presented in the amount of \$950,000. The motion was seconded by Ms. Hernandez. Motion approved 7-0.

Update on the University of Arizona Science Center Feasibility Study

Ms. Thoreson provided a brief update. It is expected that in November a full summary of community comments can be provided to the Board. Mr. Poster noted that the project is very impressive, a cornerstone project for the area. Mr. Poster noted three concerns. One is that the west side of the plan shows the State Museum & Historical Society elements adjacent, but not necessarily planned as functional elements of the larger project. Secondly, there may be too much functional program in the central section of the bridge of venues, should the unispherium and resource center be relocated to the east near the civic plaza? Finally, the success of the civic plaza will be dependent upon the design, and the plaza should be considered as a part of the overall program proposed by the University.

Chair Suarez noted that the project's initial concept architecture doesn't have a southwestern flavor and is perhaps too modern. Ms. Thoreson concurred that much additional work remains ahead to address architectural issues.

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6. Agreement **between** the Rio **Nuevo** MFD & U of A School of Architecture

Mr. Poster noted that as Acting Dean **of the** School, he is recusing himself from **this** discussion. Ms. Thoreson provided background on the master lease, and the overall agreement **between** the City, District and University. This item addresses the coming semester's activities and costs.

*Ms. Eckstrom moved to approve **the** agreement as presented, **Ms.** Hernandez seconded. **Motion** approved 7-0.*

7. Acceptance of Sub-Lease Agreement with TOA at 52 West Congress

Mr. Updike provided a brief review of the sub-lease. Mr. Poster asked about the size of the space and if the rate was market - based, and it effectively was not too far from a market **rate**, given the circumstances and comparable rentals in the area. **Mr.** Poster moved acceptance of the sublease agreement, and Ms. Eckstrom seconded the motion. Motion approved unanimously, 12-0.

8. Next Meeting - October 8, 2003

Ms. Thoreson noted that the RNCAC has its next meeting currently set for October 1, but it might be better to move that meeting one week to the 8th, and thus move the Board meeting to October 15th.

9. Future Agenda Items

None.

10. Call to the Audience

None.

11. Adjournment

***Ms.** Eckstrom moved to adjourn the meeting at 6:55 pm, seconded by **Ms. Hernandez**. Unanimously approved, 12-0.*

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APPROVED BY THE
RIO NUEVO BOARD
DECEMBER 13, 2006



RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT BOARD

NOVEMBER 8, 2006 MINUTES

The meeting was called to order by Chair Suarez at 6:35 p.m. A quorum was present.

1. Roll Call

Board members present:

Ruben Suarez, Arlene Lopez, Margaret Hardy.

Board member absent: Olivia Hernandez

Rio Nuevo staff members present:

Bill O'Malley, Rio Nuevo Construction Manager

Virginia Monyak, Rio Nuevo Staff Assistant

District Counsel: Absent

Guest Presenters: Emily Notingham, Community Services Director
Ron Schwabe, Peach Properties

2. Call to the Audience

Michael Toney said he gave Arlene Lopez a copy of his civil complaint against the University of Arizona Science Center. He doesn't think the Science Center is going to be able to come up with a defense, so he's going to try to get this solved outside of the Courts because the Courts like that. He said he spoke to Robert Shelton at Sunday's event at the Tucson Origins site and told him he had filed a lawsuit. He showed him a picture of the latest computer business and as a physicist he knows the situation. They have new optics there and this is the optics capital. He said he looked forward to seeing it. Jose Ibarra's office will be forwarding it to him. He said he thinks that Rich Singer is not interested in pushing the arena. He needs people to ask him to bring it forward. He thinks that's the thing that's been missing the whole time from this Rio Nuevo situation. His plan is to possibly begin construction by next summer and do the initial engineering and architectural design for the foundation to getting that started. He thinks it's a very good idea.

3. Approval of the July 12, 2006 Meeting Minutes

Ms. Hardy moved to approve the July 12, 2006 meeting minutes as presented. Ms. Lopez seconded the motion. The motion passed unanimously (11-0).

4. Approval of a Development Agreement with Depot Plaza Investors, LLC and the City of Tucson for the Purchase and Development of the City-Owned Parcel at Congress & 5th Avenue

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Mr. O'Malley began by saying the Board has before them a resolution approving the agreement along with some associated funding for the project, and introduced Emily Nottingham.

Ms. Nottingham announced that Ron Schwabe of Peach Properties, the local partner with Williams & Dames Development (WDD), the new development partners was also present. She said the last time she was before the Board she made a presentation about the project and the Board approved \$950,000 for a plaza and there have been some changes since that time. She's proceeded to give them a brief overview of what the project looks like today.

The Board received a copy of the memorandum that was sent to the Rio Nuevo Citizens Advisory Committee (RNCAC) outlining the business points and related expenditures the Board is being asked to approve. Under the plan, the current Martin Luther King (MLK) building will be retained and remodeled by WDD for market rate apartments, including 11 affordable apartments. And they will bump-out the front of that building on Congress to do commercial development. A conceptual drawing of the project was shown. Mr. Schwabe added that it would be about 8,000-sq. ft. of commercial space. This part of the project will start very soon because the building is vacant. Once the development agreement is signed they can start. They have already started working on the planning.

To the north, all of the property up to the MacArthur building has been assembled. The City owns the MacArthur building as well. An underground 300-space parking garage will be built with Rio Nuevo and ParkWise funds. Sixty-five of the market rate parking spaces will be made available for the market rate and public housing residents. Then the rest will be open for the public and some spaces will be made available for Hotel Congress. Two new buildings will be built on top of the parking garage.

The City of Tucson will build a six-story public housing tower for 68 low-income elderly and people with disabilities on the west side. They are replacing the 96 units that used to be in MLK of which twenty-two units are currently being built at Silverbell and Goret as part of a larger 31-acre market rate development with Pathway Development. The public housing portion will be townhouses.

There will be an open plaza space west of the public housing building and in-between all of the buildings. Originally it was a single plaza. Now it is more pedestrian enhanced open space.

WDD will build the second building with market-rate apartments or condos with 11 affordable rentals on the east side. Part of this plan is to re-introduce Arizona Avenue, which is part of the Ronstadt Transit Center right now. It will be rededicated for pedestrian and vehicle access (primarily for service). The idea is to have more of an urban pedestrian experience in the area.

The City's responsibility is to build a parking garage, open space, Arizona Avenue and some off-site public utility work. WDD will be responsible for the two structures. MLK is being

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sold to WDD for the equivalent of \$24/sq. ft. of land space and air rights for that same dollar amount.

Rio Nuevo is being asked to fund the following

- \$1.5 million for the public plaza rather than the \$950,000 million approved three years ago. This is based on real costs and it could come in less than that.
- \$688,000 for the re-introduction of Arizona Alley.
- \$343,000 for improvements along Congress Street and along 5th Avenue consistent with the Congress Streetscape Master Plan when implemented
- \$58,000 for utility extensions in the right-of-way to serve new development
- 50% of the parking garage is approximately \$4.9 million. It's the difference between what ParkWise can afford to carry at this time. Rio Nuevo will have an equity interest in the garage and will eventually get some proceeds, but not in the near future.

Mr. Schwabe talked about their commitments. Their first phase is the MLK re-use. It includes a façade and floor plan changes and \$8,600 sq. feet of commercial space. The commercial space will wrap around from Congress Street on to Arizona Avenue. They also own the 200 block across the street and will be fixing the facades on those buildings as well. Their goal is to activate the strip along that area. The second phase is a new five to six story building. He said with all the activity already happening at the Rialto and Hotel Congress, this should be a really vibrant corner.

Chair Suarez asked if this project was going to squeeze the Ronstadt Transit Center? Ms. Nottingham responded, yes, a little bit. Mr. Schwabe added to open Arizona Avenue. Ms. Nottingham added that they met with the Transportation Department and they feel that it is feasible.

Chair Suarez asked if the new building for the elderly and disabled would be like the old building? He said as soon as it got dark outside they would lock the doors. Ms. Nottingham responded that this project was to reactivate this part of downtown. With everything going on down there, there is much more life and vitality and it will bring people out to walk around and not be nervous about it. The apartments will be considerably larger than they are now and they will be fully handicapped accessible. There will be some nice amenities for them on the first floor. There's going to be a community, computer and exercise room funded by Pima County Bonds. It's going to be a first class facility.

Ms. Hardy said nothing was mentioned about the MacArthur Building. Ms. Nottingham responded that the MacArthur Building is not in play as it relates to this project. One of the nice things about the MacArthur Building is that we do think it contributes nicely to Arizona Avenue. There are doors and windows along that side that could be activated, but it's not a part of this project.

Ms. Hardy asked Mr. Schwabe what kind of retail he expects? Mr. Schwabe responded it's wide open, but he anticipates shops and restaurants. He said hopefully the retail we see now, is just the tip of what we will see five years from now. Ms. Hardy said that's great because

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they had hoped that the Fox and Rialto would be the anchors and then things would be filled in-between. Mr. Schwabe agreed and said that Doug Biggers is currently negotiating with a restaurant for the Rialto Block and a market to do an urban deli.

Ms. Hardy announced that before the vote, she'd like to disclose that Williams & Dame Development had asked her to sit on the Pacific Coast Urban Communities, LLC (PCUC) Advisory Board, a "community development entity" (CDE) controlled by Williams & Dame Development, Inc. (WDD). PCUC is currently pursuing an allocation of New Markets Tax Credits (NMTC), to be invested in real estate developments located in federally qualified low-income communities (defined as census tracts with at least 20% poverty or census tracts where the median family income is at or below 80% of the area median family income, based on the 2000 Census. Tucson is being included as one of the potential cities so they needed representatives from Tucson to sit on the Board. It's an advisory board and there's no monetary gain. While it's not a conflict, she did want to disclose that.

Chair Suarez thanked Ms. Hardy for the disclosure and asked her to submit a copy of their letter to the Rio Nuevo Office for their files.

Ms. Hardy moved to approve Resolution No. 2006-12 approving the execution of a development agreement between the City of Tucson, the Rio Nuevo Multipurpose Facilities District and depot Plaza Investors, LLC, an Oregon Limited Liability Corporation. Ms. Lopez seconded the motion. The motion passed unanimously 11 to 0.

Ms. Hardy joked that they'll be starting on Monday, right? Ms. Nottingham said that archaeology has already started on the site and they have found some very interesting things. That area had a big Chinese influence. There was a restaurant, laundry and boarding house on that block. It was the first archeological excavation that's all commercial. They found a lot of stuff out about the people that were living and working there at the turn of the century.

5. Monthly Update on Projects

Mr. O'Malley discussed the few projects that have had significant changes recently.

New Greyhound Site – Transportation has started the design of the building located on Toole Avenue.

Downtown Links – Their Citizens Advisory Committee continues to meet. They are down to two alternatives now and hopefully they'll be making a selection on that shortly.

Modern Streetcar – This project is moving along.

Arizona Historical Society, Arizona State Museum and University of Arizona Science Center (UASC) – ConsultEcon is working on updating visitation numbers as result of the UASC deciding to relocate fully on the west side. These numbers will result in the feasibility studies having to be updated.

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Mission San Agustin Complex – Preliminary cost estimates are being refined and ensuring that they agree with the scope of work. Staff will present the funding and operating plans next month.

El Presidio de Tucson – Construction is moving quickly. There will be another adobe making experience the same day as the El Tour de Tucson Downtown Fiesta.

Arena – Rich Singer is working on the feasibility studies for the new arena and renovation of the convention center.

Ms. Hardy asked about the Civic Plaza. Mr. O'Malley responded that there isn't any design work occurring on that project right now, because they are waiting for the arena and hotel issues to be resolved. Ms. Hardy asked if there were still some land issues involved? Mr. O'Malley said yes there is. However, by putting the Science Center on the west side, not as much land will be needed and the Granada alignment can remain as it is. He reiterated that the arena and hotel issues needed to be worked first.

Chair Suarez asked if the projects listed in the report under private projects meant that there was no Rio Nuevo money attached to any of the projects? Mr. O'Malley responded that the projects were projects that private developers were doing, but that didn't mean there wasn't any Rio Nuevo money involved – he gave Town West and Plaza Central as examples. He said these projects were more initiated by private developers. Chair Suarez said that One West Speedway was really far from the Rio Nuevo District boundary and said it shouldn't qualify for any Rio Nuevo money.

6. Chairperson's Summary of Current Events

Chair Suarez didn't have any current events to share.

Ms. Monyak mentioned to the Board Members that Rio Nuevo was a sponsor of the El Tour de Tucson Downtown Fiesta and that they were given a table for the El Tour Dedication Dinner. If any of the Board Members would like to sit at the table, they should notify her.

Ms. Lopez commented that at the Board's last meeting they asked Jim Glock to ask ADOT for a cost estimate to construct a temporary tunnel for two-way vehicular traffic during the construction of I-10. And if it is not possible, to provide the Freeway Coalition with a reason why it couldn't be done. She wanted to know the status of their request.

Rio Nuevo staff will follow-up with Mr. Glock.

7. Adjournment

Meeting was adjourned at 7:05 p.m.

RESOLUTION NO. 2008-01

RESOLUTION OF THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT APPROVING AND AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ITS SUBORDINATE LIEN EXCISE TAX REVENUE BONDS, SERIES 2008, IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000; APPROVING THE FORM OF THE BONDS; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE, A FIRST SUPPLEMENTAL TRUST INDENTURE, A FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE UNDERTAKING, PRELIMINARY AND FINAL OFFICIAL STATEMENTS AND ALL OTHER AGREEMENTS AND INSTRUMENTS REQUIRED FOR THE ISSUANCE AND SALE OF THE BONDS; APPROVING AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN INFRASTRUCTURE PROJECTS AND CAPITAL IMPROVEMENTS FOR THE DISTRICT; AND DECLARING AN EMERGENCY

WHEREAS, the Rio Nuevo Multipurpose Facilities District (the "*District*") was organized on July 19, 1999 by the City of Tucson, Arizona (the "*City*") and the City of South Tucson, Arizona, as a tax-levying public improvement district and a political taxing subdivision of the State of Arizona (the "*State*"), for the purposes of acquiring, constructing and developing certain multipurpose facilities (the "*Multipurpose Facilities*") on certain real property located in the City (the "*Multipurpose Facility Site*"), pursuant to Section 48-4201 *et seq.* of the Arizona Revised Statutes; and

WHEREAS, pursuant to Section 42-5031 of the Arizona Revised Statutes, the District is entitled to receive from the State and, pursuant to Section 48-4203 of the Arizona Revised Statutes, the District is authorized to use, certain excise tax revenues (the "*District Excise Tax Revenues*") to construct, finance, furnish, maintain, improve, operate, market and promote the use of Multipurpose Facilities and other structures necessary for full use of the Multipurpose Facilities and to pledge the District Excise Tax Revenues to secure the District's bonds or other financial obligations issued or incurred for the acquisition or construction of any or all such Multipurpose Facilities; and

WHEREAS, the District now desires to acquire or construct certain Multipurpose Facilities within the District, as more fully described on Exhibit A attached hereto (collectively, the "*2008 Project*"); and

WHEREAS, the 2008 Project constitutes secondary components of a Multipurpose Facility, within the meaning of Section 48-4201 of the Arizona Revised Statutes, (i) located on the Multipurpose Facility Site, (ii) owned or leased, or to be owned or leased, by the District or other public entities and (iii) consisting of on-site infrastructure, artistic components, parking garages and lots, public parks and plazas, and related commercial facilities; and

WHEREAS, in order to finance the acquisition and construction of the 2008 Project, the District proposes to issue and sell its Subordinate Lien Excise Tax Revenue Bonds, Series 2008, in an aggregate original principal amount not to exceed \$80,000,000 (the "*Bonds*"); and

WHEREAS, the Bonds will be issued pursuant to a Master Trust Indenture, dated as of December 1, 2008 (the "*Master Trust Indenture*"), between the District and Wells Fargo Bank, N.A., as trustee (the "*Trustee*"), and a First Supplemental Trust Indenture, dated as of December 1, 2008 (the "*First Supplement*"), between the District and the Trustee, and payable, together with any obligations of the District hereafter issued on a parity therewith, from and secured by a pledge of the District Excise Tax Revenues on a basis junior and subordinate to any obligations of the District payable from and secured by a senior pledge of the District Excise Tax Revenues that may hereafter be issued by the District pursuant to the Master Trust Indenture (the "*Senior Bonds*"); and

WHEREAS, a portion of the debt service on the Bonds may be paid by the City, to the extent required, as part of its obligation pursuant to Section 42-5031.D of the Arizona Revised Statutes and the Intergovernmental Agreement (Relating to Rio Nuevo Multipurpose Facilities District), dated as of February 1, 2000, between the District and the City, as amended by the First Amendment to Intergovernmental Agreement, dated as of December 1, 2008 (the "*IGA Amendment*"), between the District and the City; and

WHEREAS, the Bonds will be sold to Piper Jaffray & Co., Inc. and Stone & Youngberg LLC, as underwriters (together, the "*Underwriters*"), pursuant to a bond purchase agreement (the "*Bond Purchase Agreement*") to be dated the date of execution between the District and the Underwriters; and

WHEREAS, the District has previously entered into a separate master trust indenture pursuant to which it has pledged the District Excise Tax Revenues as security for its master promissory note securing the District's obligations pursuant to a Loan Agreement, dated as of November 1, 2005, between The Industrial Development Authority of the City of Tucson, Arizona (the "*Authority*") and the District relating to \$5,800,000 in aggregate original principal amount of the Authority's Junior Lien Excise Tax Revenue Bonds (Rio Nuevo Multipurpose Facilities District - Fox Theatre Project), Taxable Series 2005 (the "*Prior Bond Obligation*"), of which \$4,175,000 is currently outstanding; and

WHEREAS, the District's obligation to pay the Prior Bond Obligation is senior to the District's obligation to pay any bonds issued pursuant to the Master Trust Indenture, including the Bonds,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT AS FOLLOWS:

Section 1. The Board of Directors of the District hereby finds and determines that it will be beneficial and consistent with the purposes and authority of the District to undertake the 2008 Project and, for such purpose, to enter into, execute, deliver and perform the Master Trust Indenture and the First Supplement, each substantially in the forms attached hereto as Exhibit B and Exhibit C, respectively, which are hereby approved, and other related agreements with the City and the Trustee, pursuant to which the District will issue, sell and deliver the Bonds in an aggregate original principal amount not to exceed \$80,000,000, in accordance with the Bond Purchase Agreement in substantially the form attached hereto as Exhibit D, and apply the proceeds of the Bonds to acquire or construct the 2008 Project, to establish a debt service reserve fund, to capitalize interest for a period of up to three years and to pay all legal costs and expenses, financial advisory fees and other issuance costs of the District, including, without limitation, the purchase of a surety bond in lieu of a cash-funded debt service reserve fund and the payment or reimbursement of certain costs and expenses incurred by the City in connection with the acquisition and construction of the 2008 Project and the issuance of the Bonds in furtherance of the purposes of the District.

Section 2. The Bonds will be substantially in the form attached to the Master Trust Indenture, will be dated the date of initial delivery, will be issued as fully registered bonds in book-entry form, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, will bear interest from the date thereof to the maturity (or prior redemption) of each Bond at the rate or rates to be established at the time of sale but not to exceed eight percent (8%) per annum, payable on July 15, 2009, and semiannually on each January 15 and July 15 thereafter during the term of the Bonds and maturing on July 15 each year, commencing not later than July 15, 2011, with a final maturity not later than July 15, 2025.

Section 3. The Bonds will be secured, in part, by the obligations of the City pursuant to Section 42-5031.G of the Arizona Revised Statutes and the Intergovernmental Agreement (Relating to Rio Nuevo Multipurpose Facilities District), dated as of February 1, 2000, between the District and the City, as amended by the IGA Amendment, in substantially the form attached hereto as Exhibit E.

Section 4. The Bonds will be subject to redemption prior to maturity without premium at the option of the District after not more than ten (10) years and the Bonds maturing on or after July 15, 2018 may be subject to mandatory sinking fund redemption without premium on dates and to the extent set forth in the Bond Purchase Agreement executed by the District and the Underwriters.

Section 5. The Bonds will be initially sold and delivered to the Underwriters pursuant to the Bond Purchase Agreement at a price equal to the principal amount of the Bonds less an original issue discount not to exceed two percent (2%) and an underwriters' discount not to exceed one percent (1%), and in accordance with an Official Statement (the "*Official Statement*"), in substantially the form of the Preliminary Official Statement attached hereto as Exhibit F, with such changes therein as may be required or appropriate to reflect the final terms of sale as set forth in the executed Bond Purchase Agreement.

Section 6. The appropriate officials of the District are hereby authorized, empowered and directed, pursuant to the authority contained in the Master Trust Indenture and the First

Supplement, to pay the principal of, premium if any, and interest on the Bonds when due but, except as provided in the IGA Amendment, solely from and secured solely by the District Excise Tax Revenues on a parity with any obligations hereafter issued on a parity therewith and on a basis junior and subordinate to the District's obligations with respect to the Prior Bond Obligation and any Senior Bonds of the District issued pursuant to the Master Trust Indenture in the manner and at the time and place described in the Master Trust Indenture and the First Supplement.

Section 7. The form of the Bonds attached to the Master Trust Indenture is hereby approved, with such changes, completions and insertions as are necessary and appropriate for the preparation and delivery of the Bonds in accordance with the provisions of the Master Trust Indenture and First Supplement.

Section 8. All of the Bonds will be executed on behalf of the District by the manual or facsimile signature of the Chair of the District and attested by the manual or facsimile signature of the Treasurer of the District. In case any officer whose manual or facsimile signature appears on any of the Bonds ceases to be such officer before the Bonds are issued, authenticated and delivered, such Bonds will, nevertheless, be valid and binding obligations of the District, and may be issued and delivered by the District with the same effect, as though the person whose manual or facsimile signature appears on such Bonds had not ceased to be such officer.

Each of the Bonds will bear a certificate of authentication substantially in the form set forth in the form of the Bonds attached to the Master Trust Indenture. No Bond will be valid or obligatory for any purpose or entitled to any security or benefit pursuant to the Master Trust Indenture unless and until the Bond Registrar (as defined in the Master Trust Indenture) has duly executed such certificate of authentication by the manual signature of an officer or other authorized representative thereof. A manually executed certificate of authentication appearing on any Bond will be conclusive evidence that such Bond has been authenticated and delivered pursuant to the Master Trust Indenture. The certificate of authentication on any Bond will be deemed to have been executed by the Bond Registrar if signed by an authorized officer or representative of the Bond Registrar, but it is not necessary that the same officer or representative sign the certificate of authentication on all of the Bonds issued pursuant hereto.

Section 9. Following the authentication and delivery of the Bonds and receipt of the proceeds of the Bonds by the District, this Resolution will be and remain irrevocable until the Bonds and the interest thereon, and the obligations of the District pursuant to the Master Trust Indenture and the First Supplement, have been fully paid, canceled and discharged.

Section 10. Each of the Chair, the Secretary and the Treasurer (each an "*Authorized Officer*") of the District is authorized and empowered for and on behalf of the District to take such actions and to execute, attest, as appropriate, and deliver such agreements, instruments and certificates, as may be necessary and appropriate in the judgment of the Authorized Officer taking such action or executing and delivering such agreement, instrument or certificate, to consummate the transactions approved and authorized herein, including the Master Trust Indenture, the First Supplement, the IGA Amendment, the Official Statement, the Bond Purchase Agreement and a Continuing Disclosure Undertaking, in substantially the form attached to the First Supplement, to be executed and delivered by the District to the Underwriters to enable the

Underwriters to comply with their obligations pursuant to Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), each in substantially the respective form thereof attached hereto or with such changes not inconsistent with the provisions of this resolution as may be approved by the Authorized Officer executing and delivering the same on behalf of the District, such execution and delivery to evidence conclusively the necessity therefore and the appropriateness and approval thereof.

Section 11. In connection with the offering for sale of the Bonds, the distribution by the Underwriters of the Preliminary Official Statement in substantially the form thereof presented to this meeting and attached hereto as Exhibit F is hereby approved, and the Official Statement, in substantially the form of the Preliminary Official Statement, with such changes or revisions therein from the form of the Preliminary Official Statement as may be necessary to conform to the Bond Purchase Agreement as executed and as may be approved by the Authorized Officer executing the Official Statement, is hereby approved, and any Authorized Officer is hereby authorized and empowered, in the name and on behalf of the District, to execute and deliver a certificate or other evidence confirming that the applicable Preliminary Official Statement is "deemed final" in accordance with the Rule.

Section 12. All actions heretofore and hereafter taken pursuant to the authority hereof are hereby authorized, ratified and approved for and as the actions of the District.

Section 13. If any section, paragraph, clause or provision of this Resolution is for any reason held or determined to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

Section 14. The provisions of any ordinances and resolutions of the District, or parts thereof, inconsistent with the provisions of this Resolution, as heretofore and hereafter amended, are hereby waived to the extent of such inconsistency.

[Signatures on following page]

Section 15. The immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health and safety of the District. Accordingly, an emergency is hereby declared to exist and this Resolution will be in full force and effect from and after its passage, adoption and approval by the Board of Directors of the District and is therefore exempt from the referendum provisions of State law.

PASSED, ADOPTED AND APPROVED this 2nd day of December, 2008.

RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT

By: _____

Name: Anne Marie Russell

Its: Chair

ATTEST:

By: _____

Name: JEFF DIGREGORIO

Its: Secretary

APPROVED AS TO FORM:

By: William A. Hicks III

Name: William A. Hicks III

Its: District Counsel

EXHIBIT A TO RESOLUTION NO. 2008-01

<u>Title</u>	<u>Estimated Amount</u>
Mission San Agustin Gardens Project	\$3,000,000.00
Mission Landfill	5,400,000.00
Civic Center Projects	10,000,000.00
Downtown Infrastructure Projects	6,000,000.00
Depot Plaza Parking Garage	11,600,000.00
Depot Plaza Public Improvements	1,400,000.00
UA Science Center/ AZ State Museum	2,000,000.00
Arizona History Museum	3,000,000.00
Tucson Children's Museum (Design)	1,200,000.00
Cushing Street Bridge & Roadways	1,600,000.00
Clark Street Underpass Repayment	9,000,000.00
Barrio Viejo	2,000,000.00
Barrio Sin Nombre	2,000,000.00
Partial Repayment of City Loan	6,800,000.00



Exhibit G

CITY OF TUCSON, ARIZONA CHANGE ORDER

P.O. NUMBER: 24041
CONTRACT NO: 042001
DEPARTMENT/DIVISION: Community Services
JOB NAME: Depot Plaza
ACCOUNT NO: 055-550-J045-497-J045

CHANGE ORDER NO: 7
DATE: April 4, 2008
JOB NO: _____

REASON FOR WORK TO BE DONE:

Provide Additional Services for platting and update Civil scope of work.

DESCRIPTION OF WORK TO BE DONE:

Garage:	Amount: <u>\$33,946.00</u>
Additional meetings and coordination, construction documents, Site Plan review, water line relocation, private sewer permitting, SWPPP update, utility connection.	
Tower:	Amount: <u>\$32,663.95</u>
Survey scope adjustments	
Total Change Order	<u>\$66,609.95</u>

IMPACT ON WORK UPON COMPLETION TIME (in consecutive calendar days): _____
Previous Completion Date: _____
NEW COMPLETION DATE: _____

ORIGINAL CONTRACT AMOUNT: _____
AMOUNT INCLUDING PREVIOUS CHANGE ORDERS (IF ANY): \$2,655,708.00
TOTAL AMOUNT OF THIS CHANGE ORDER (INCREASE OR DECREASE): \$66,609.95
CURRENT TOTAL REVISED CONTRACT AMOUNT: \$2,722,317.95 ✓

RECOMMENDED BY: [Signature] 5/8/2008
Project Manager Date

ACCEPTED: _____
Nelsen Partners Inc.
Name of Contractor
By: [Signature] Date: 5/2/2008

REVIEWED BY: [Signature] 5.24.08
Department Director Date

AUTHORIZED: CITY OF TUCSON
Director of Purchasing Date

Distribution After Approval:
Procurement
Accounting
Dept./Div.
Contractor
Arch./Eng. In Charge

Nelsen Partners, Inc.
Architecture Planning Interiors

Austin - Scottsdale

15210 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85254
tel 480.949.6800
fax 480.949.6801

www.nelsenpartners.com

PrincipalsBrad J. Nelsen, AIA, FAIA
Philip J. Crisara, AIA
George A. Melara, AIA
Erston Senger, AIA**Associate Principals**Helen Bowling, AIA
Stan Haas, FAIA
Michael Martin, AIA
Michael W. Milburn, AIA
Andy Nellands, AIA**EXTRA SERVICES AUTHORIZATION**

Date: February 13, 2008

To: City of Tucson
Community Services/Administration
310 N. Commerce Park Loop
Tucson, AZ 85701

Date February 13, 2008

In accordance with the agreement between the parties designated below for:

PROJECT: MLK Garage at Depot PlazaOwner requested revisions to the scope of work to include Civil work for platting and an update of the Civil scope of work from original agreement.Project Number 17497The Owner hereby authorizes the Architect to proceed with additional services, designated by number 17497.02*Provide Civil Engineering work based on scope of work modification from original proposal/agreement to Owner requested increase scope of work as listed below. Also, see attached DOWL proposal for clearer description:*

1. Meetings and Coordination
2. Construction Documents
3. Site Plan Review
4. Water Line Relocation
5. Additional Private Sewer Permitting
6. SWPPP Update
7. Utility Connection
8. Survey Scope Adjustment

COMPENSATION shall be adjusted as follows:☐ Hourly per the rate schedule in the Agreement.**OR**☒ Stipulated Sum basis as follows:**DOWL Engineering**

1. Meetings & Coordination	\$2,000.00	X	1.10	=	\$2,200.00
2. Construction Documents	\$4,600.00	X	1.10	=	\$5,060.00
3. Site Plan Review	\$5,500.00	X	1.10	=	\$6,050.00
4. Water Line Relocation	\$7,500.00	X	1.10	=	\$8,250.00
5. Private Sewer Permitting	\$3,405.00	X	1.10	=	\$3,745.50
6. SWPPP Update	\$1,840.00	X	1.10	=	\$2,024.00
7. Utility Coordination	\$6,015.00	X	1.10	=	\$6,616.50
8. Survey Scope Adjustments	\$29,694.50	X	1.10	=	\$32,663.95

TOTAL: = \$66,609.95



February 13, 2008
W.O. T40366/T40366A

Mr. Michael Milburn, AIA
Nelsen Partners, Inc.
15210 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85254

Subject: Change Order No. 3 – Depot Plaza Project, Tucson, Arizona
Revised per verbal discussion on February 13, 2008

Dear Mr. Milburn:

DOWL Engineers (DOWL) has been working with Nelsen Partners since January 2006 on the Depot Plaza project in downtown Tucson. DOWL's scope-of-work has been revised several times due to the changing nature of the project.

Our current authorization is based on our proposal dated May 12, 2006, signed by George Melara on May 30, 2006; a copy of the signed proposal is attached. DOWL's initial proposal was based on preparing one set of plans that included the surface improvements over the parking garage, MLK Tower and plaza area.

Subsequent to our notice to proceed the budget was split for accounting purposes at the request of Nelsen Partners. Splitting the budget did not constitute an acknowledgement or understanding that the project would require submittal of separate site plan and permitting packages for the parking garage and the tower.

We have identified the following items that represent changes or additional work in our scope for the project based on our May 2006 proposal.

- 1) Meetings and Coordination. This is for time not anticipated in the original fee to address the parking garage element of the project.
- 2) Construction Documents. Additional building permit and grading permit submittals were required to permit the garage. We are preparing two separate design packages rather than one as identified in our May 2006 proposal.
- 3) Site Plan Review. The original scope of work included processing one (1) Site Plan review process for the project. This was based on the concept level design that did not include the below grade parking garage. Inclusion of the below grade parking garage resulted in a requirement to process a second Site Plan. This work was not included in our original scope.

Mr. Michael Milburn
February 13, 2008
Page 2

- 4) **Water Line Relocation.** Addition of the parking garage required relocation of the water line in 5th Avenue. This work is not included in our scope of work and is specifically noted as so in our May 12, 2006 proposal.
- 5) **Additional Private Sewer Permitting.** Serving the two buildings with one private sanitary sewer service brings the total discharge to over 3,000 gallons per day and requires approval by the Pima County Department of Environmental Quality. The development of the documentation and submittal to PDEQ is not included in our current scope of work.
- 6) **SWPPP Update.** Additional work will be required to update the Storm Water Pollution Prevention Plan (SWPPP). DOWL will update the plan developed for the parking garage for submittal with the Tower permit application.
- 7) **Utility Coordination.** DOWL has been tasked with coordination and resolving utility line relocations required to construct the parking garage. We are addressing water, sanitary sewer, and natural gas along with showing existing alignments for telecommunications and electric. A separate Utility Coordination Plan will be prepared.
- 8) **Survey Scope Adjustments.** The City of Tucson has requested a change in the survey scope of work to include a block plat, condominium plat, and legal descriptions to support submittal of tax credit financing application. Work completed to date under this phase has included survey boundary computations, legal description to support the Site Plan process, Tucson Water legal description, and meeting with City staff to address platting related issues. Future work required under this phase that is not included in the platting estimate will include legal descriptions for off-site utility easements for telecommunications, natural gas, and electric. A copy of the survey scope of work and budget approved by the City of Tucson for the new platting effort is attached.

Survey Budget Adjustments:

Charges to date	\$5,124.50
Off-Site Utility Easements	\$2,250.00 (Three easements at \$750.00 each)
Final Block Plat	\$17,300.00
<u>Condominium Plat</u>	<u>\$17,520.00</u> (for tax credits)
Proposed Budget	\$42,194.50
<u>Less Current Budget</u>	<u>(\$12,500.00)</u>
Net Change Order	<u>\$29,694.50</u>

Based on the items discussed above we are requesting a change order. The additional fee being requested for each phase is listed below.

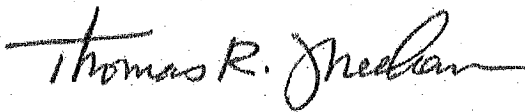
<u>Item</u>	<u>Description</u>	<u>Change Order Amount</u>	
1	Meetings and Coordination.....	2,000.00	G
2	Construction Documents.....	4,600.00	G
3	Site Plan Review.....	5,500.00	G

Mr. Michael Milburn
February 13, 2008
Page 3

4	Water Line Relocation	7,500.00	G
5	Additional Private Sewer Permitting	3,405.00	G
6	SWPPP Update	1,840.00	G
7	Utility Coordination	6,015.00	G
8	<u>Survey Scope Adjustments</u>	<u>29,694.50</u>	T
Total Change Order Request.....		\$60,554.50	

We trust this provide sufficient information and justification for your review and approval of our change order request. Please call me if you have any questions or would like to meet and discuss this request.

Sincerely,
DOWL Engineers



Thomas R. Meehan
Project Manager

Attachment(s): As Stated

Authorization – this change order is accepted and DOWL Engineers is authorized to amend the contract budget as noted above.

Michael W. Milburn, AIA
Associate Principal
Nelsen Partners, Inc.

Date

0003994
to 0007

CITY OF TUCSON CONSULTANT'S REQUEST FOR PAYMENT

FROM:

TO:

CITY OF TUCSON

Firm Name: NELSEN PARTNERS, INC.

Contract # 042001

Address: 905 CONGRESS AVENUE

P.O. # 24041

City/State/Zip: AUSTIN, TX 78701

For the Period 05/31/09 06/15/09

Phone: 512.457.8400

Fax 512.457.0015

From

To

E-Mail:

Request Date 06/30/09

Account Number: 155-350-J025-497-J025 Job # 17497.02

Payment No. 17497-206

Project Title: Architectural Services Depot Plaza-Parking Garage

Invoice No. 17497206

Owner Requested Revisions-Civil Work for Platting

A	B	C	D	E	F	G
Item No.	Description of Work	Scheduled Value	From Prior Estimates	Work Completed		
				This Period	To Date (D+E)	% (F/G)
1	Outside Consultant Services-Civil Engineer	\$66,609.95	\$58,246.40	\$2,393.50	\$60,639.90	91%
TOTALS		\$66,609.95	\$58,246.40	\$2,393.50	\$60,639.90	91%

Submitted By:

Consultant

6/30/09

Date

Approved By:

Project Manager

7/13/09

Date

Reviewed By:

Finance Community Services/Administration Director

Date

Reviewed By:

(If Applicable)

Budget Authorization

Date

Final Payment

Authorization:

User Department

Date

Procurement Department

Date

Original Contract Sum

\$ 0.00

Total of Approved Change Orders

\$ 66,609.95

Contract Sum To Date (C)

\$ 66,609.95

Less Previous Requests for Payment (D)

\$ 58,246.40

Current Amount Due (E)

\$ 2,393.50

Balance to Finish (w/o Reimb Expenses)

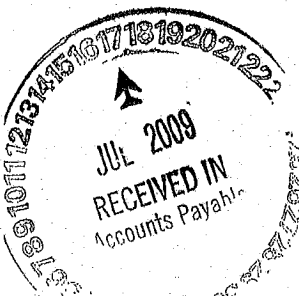
\$ 5,970.05

Submit One (1) Original Only to C.O.T. Community Services/Administration 310 Commerce Park Loop, 85701

Original To A/P -- Copies: A&B - Consultant - User/Customer Dept. - Procurement

Chk # 474535

7-21-2009



IV. FINANCIAL CONSIDERATIONS

1. In consideration of the services performed under this contract, the City shall pay the CM@Risk an amount not to exceed \$94,822 for pre-construction services (Exhibit 1). At a time requested by the City, the CM@Risk shall prepare a Guaranteed Maximum Price for construction in accordance with the CM@Risk Terms and Conditions.
2. The CM@Risk's Fee for the Construction Phase shall not exceed 6% of the cost of the Work.
3. The City will pay the CM@Risk following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.
4. The invoice shall be submitted monthly based upon work completed and direct costs incurred and shall include a ten percent (10%) retainage of the amount billed. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment and release of retention shall be made.

V. AFFIRMATIVE ACTION / MWBE REQUIREMENTS

AFFIRMATIVE ACTION REQUIREMENTS: The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project:

"Any Party (Subcontractor), in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The CM@Risk further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

MBE/WBE PARTICIPATION: The Minority and Women-owned Business Enterprise (MWBE) program was adopted on August 5, 1996, by the City of Tucson's Mayor and Council. The MWBE program and policies are codified in Chapter 28, Article XIV of the City Procurement Code. It is the responsibility of all contractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

- Team management/coordination
- Scheduling/submittal process
- Cost controls/change order management
- Subcontracting
- Field management
- Safety/QC programs
- Project close out/warranty period services

All services shall be performed in accordance with the CM@Risk Terms and Conditions.

GENERAL REQUIREMENTS

1. Construction will need to comply with HUD general conditions (see attachments). These general conditions include specific federal regulations that must be complied with during the construction phases of the project.
2. The project is being financed in part by Low Income Housing Tax Credits (LIHTC). The LIHTC partners require that the construction contract be assigned to the partnership at the time of closing.
3. At time of the GMP amendment, the CM@Risk must comply with the following Federal Requirements and any MWBE goals established for this project (list may not be all inclusive)
 - Davis Bacon Act: (AZ Wage Decision) Minimum wage rate, withholding, payroll, apprentice, subcontracting, and termination provisions.
 - Work Hour and Safety Standards Act: overtime pay and safety.
 - Section 3: low income employees and small business utilization.
 - Affirmative Action program.
 - Mandatory Preconstruction meeting for Prime Contractor and all listed subcontractors

III. TIME OF PERFORMANCE

1. Preconstruction services shall commence upon issuance of Notice To Proceed and be provided as detailed in Article 2 of the CM@Risk Terms and Conditions. It is anticipated that pre-construction services will last approximately five months.
2. A schedule for the Construction Phase shall be established in accordance with the CM@Risk Terms and Conditions 2.3. The GMP Proposal shall contain a Completion Time for construction stated in Consecutive Calendar Days. The CM@Risk understands that if Substantial Completion is not attained within the Completion Time as adjusted, the CM@Risk shall pay the City an amount per day as specified in the GMP Amendment.

From: Vinnie Hunt
To: Melissa Rios
Date: 10/22/2009 9:34 AM
Subject: Preconstruction Services
Attachments: 17497 - Depot Plaza Pre-construction Services COT RFP.pdf

CC: Ann Vargas; Jose Carballeira; Matt Hausman; Stacie Bird; Tina Tellez...

Melissa - I will be sending you a signed hardcopy of the attached. Note that the preconstruction services back up from Lloyd indicates that the majority of the work was for the Tower \$61 K vs. \$52K. Which of course totals more than the original amount (which I believe was a not to exceed estimate).

Lloyd is not asking for more fees but to be fair you and Stacie should probably work out the allocation between the garage and Tower - maybe ratio the costs.

Vinnie

JV09#1619
Mailed \$94,822 From CS to RN
DR 155-
DR 1025
CL 071-114-8822 unit 9440.

Exhibit H

FY	FUND	DEPT	UNIT	OBJECT	DOC CD	DOC ID	VENDOR NO.	VENDOR NAME	CHECK #	PSTNG AM	ADV	Payment
											Comm Line	Request
2007	071	114	9640	219	CA	JV070002017	0468000	LLOYD CONSTRUCTION CO		7,729.00	7,729.00	7,729.00
2008	071	114	9640	219	AD	PF080000225	0468000	LLOYD CONSTRUCTION CO	000000000363386	20,771.00	20,771.00	20,771.00
2008	071	114	9640	219	AD	00000300836	0468000	LLOYD CONSTRUCTION CO	000000000385239	66,322.00	66,322.00	12,000.00
2008	005	491	K113	497	AD	00000300836	0468000	LLOYD CONSTRUCTION CO	000000000385239	104,797.00		
2009	055	550	J025	497	AD	00000349517	0468000	LLOYD CONSTRUCTION CO	000000000426469	344,017.30		21,850.00
										543,636.30	94,822.00	62,350.00
										closed po amt		

** JV 09*1619 reimbursed Community Services \$94,822 for Preconstuction Services

\$32,472.00 Still due

PO 27458

Item #	FUND	DEPT	UNIT	OBJECT	Amount	Advantage	Paid	Open	Commodity #
2	071	114	9460	219	DPCR30	-			
3	071	114	9460	2C12	219	DPCR30	7,729.00	-	3.00
4	071	114	9460	P2C1	219	DPCR30	87,093.00	-	4.00
5	005	491	K113	497	K113	333,471.00	333,471.00	-	5.00
5	005	491	K113	497	K113	12,391,157.35			
5	005	491	K113	497	K113	(12,391,157.35)			
6	055	550	J025	497	J025	12,391,157.35			
6	055	550	J025	497	J025	(8,616,472.10)	3,774,685.25	-	6.00
7	071	114	H124	497	DP1460	192,822.96	192,822.96	-	7.00
7	074	114	9814	267	143007	731,544.04	731,544.04	-	7.00
8	155	550	J025	C497	268	J025	8,616,472.10		8.00
8	155	550	J025	C497	268	J025	(5,376,334.10)	3,240,138.00	8.00
9	155	550	J025	497	J025	5,376,334.10	-	5,376,334.10	9.00
						13,743,817.35	8,367,483.25	5,376,334.10	

LLOYD COT DEPOT PLAZA GARAGE TOTAL	51,848.00	46%	NEW BILL FROM LLOYD	32,472.00	WILL BE PD BY CSD	32,472.00
LLOYD COT DEPOT PLAZA TOWER TOTAL	61,112.00	54%	REIMBURSE GARAGE	28,640.00	NEED JV FROM CSD	18,731.88
	\$112,960.00		TOWER PRECONSTRUCTION	\$ 61,112.00		\$51,203.88
COT PO AMT FOR PRECONSTRUCTION	94,822.00	PD BY RN	OR			
PAID FROM DIFF PO LINE	21,850.00	PD BY RN	GARAGE	43,618.12		
	\$116,672.00		TOWER	51,203.88		
				94,822.00		



CITY OF TUCSON CONSULTANT'S REQUEST FOR PAYMENT

FROM:

Firm Name: Lloyd Construction Company, Inc.
 Address: 2180 North Wilcox Road
 City/State/Zip: Tucson, Arizona 85712
 Phone: 520-884-9821 Fax: 520-884-1761
 E-Mail: led@lloydconstruction.com
 Account Number: _____ Job #: _____
 Project Title: Depot Plaza Preconstruction Services

TO: Jose Carballo - COT General Services - A&E Division

Contract # 62082
 P.O. # 27458
 For the Period 07/01/09 07/31/09
 From To

Request Date 08/06/09
 Payment No. _____
 Invoice No. _____

Item No.	Description of Work	Scheduled Value	From Prior Estimates	Work Completed		
				This Period	To Date (D+E)	% (F/C)
	Preconstruction Services - preparation of GMP for New MLK Tower	\$94,822.00	\$62,350.00	\$32,472.00	\$94,822.00	100%
TOTALS		\$94,822.00	\$62,350.00	\$32,472.00	\$94,822.00	100%
Submitted By: <u>[Signature]</u> Lloyd Construction		Date: <u>8/11/09</u>	Original Contract Sum \$ 94,822.00			
Approved By: <u>[Signature]</u> Nelson Architects		Date: <u>10/22/09</u>	Total of Approved Change Orders \$ 0.00			
Reviewed By: _____ City Construction Project Manager		Date: _____	Contract Sum To Date (C) \$ 94,822.00			
Reviewed By: _____ Community Services Department		Date: _____	Less Previous Requests for Payment (D) \$ 62,350.00			
Final Payment Authorization: _____ User Department		Date: _____	Less Retention \$ 0.00			
_____ Procurement Department		Date: _____	Current Amount Due (E) \$ 32,472.00			
			Balance to Finish \$ 0.00			

* CSD to pay per Vinnie

RECEIVED
 Date: 10-22-09
 By: [Signature]
 NELSEN PARTNERS, INC.
 15210 N. Scottsdale Road, #300
 Scottsdale, AZ 85254
 Phone: 480.949.6800

AIA® Document G702™ – 1992

RECEIVED
NOV 2006

27458

Application and Certificate for Payment

TO OWNER: City of Tucson
P. O. Box 27210
Tucson, Arizona 85726-7210

PROJECT: CM@Risk for the Depot Plaza

FROM Lloyd Construction Company, Inc.
CONTRACTOR: P. O. Box 30190
Tucson, Arizona 85751

VIA Nelsen Architects
ARCHITECT:

APPLICATION NO: 001
PERIOD TO: November 1, 2006
CONTRACT FOR: General Construction
CONTRACT DATE: May 30, 2006
PROJECT NOS: 062082 / 532 /

Distribution to:
OWNER: ☒
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 94,822.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 94,822.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 7,729.00

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703) \$ 0.00

b. 0 % of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 7,729.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 7,729.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 87,093.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: -

By: Denise Sander

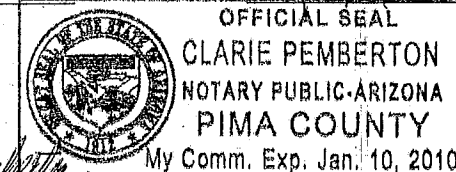
State of: Arizona

County of: Pima

Subscribed and sworn to before me this 13th day of NOV. 2006

Notary Public: Clarie Pemberton
My Commission expires: January 10, 2010

Date: 11/9/06



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 7,729.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Joe Cornella

Date: 11.28.06

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTRACT # 062082, P.O. # 27458

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User Notes:

071-114-9640-219-2C12-DPCR30

AIA® Document G702™ - 1992

PO # 27458

Application and Certificate for Payment

071-114-9640-219-2C12-DPCR30

TO OWNER: City of Tucson
P. O. Box 27210
Tucson, Arizona 85726-7210

PROJECT: CM@Risk for the Depot Plaza

APPLICATION NO: 002
PERIOD TO: October 31, 2007
CONTRACT FOR: General Construction
CONTRACT DATE: May 30, 2006
PROJECT NOS: 062082 / 532 /

Distribution to:
OWNER: ☒
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

FROM: Lloyd Construction Company, Inc.
CONTRACTOR: P. O. Box 30190
Tucson, Arizona 85751

VIA: Nelsen Architects
ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 94,822.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 94,822.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 28,500.00

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703) \$ 0.00

b. 0 % of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 28,500.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 7,729.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 20,771.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 66,322.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of: Arizona

County of: Pima

Subscribed and sworn to before

me this 4th day of OCT 2007

Notary Public: Clarie Pemberton

My Commission expires: January 10, 2010

Date: 10-4-07

OFFICIAL SEAL
CLARIE PEMBERTON
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. Jan. 10, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,771.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date: 11-5-07

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTRACT # 062082 P.O. # 27458

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User Notes:

(2885867922)

CITY OF TUCSON CONSULTANT'S REQUEST FOR PAYMENT

Exhibit H

Rio Nuevo
Depot Plaza - J025

*** includes 21850 of preconstruction also

Nelsen
Lloyd

Expenditures FY 00 through October 31, 2011 - Unaudited

x=traced from pymt req summary

FY	FUND	DEPT	UNIT	OBJECT	DOC CD	DOC ID	VENDOR	VENDOR NAME	CHECK # OR DESCRIPTION	PSTNG	AM
2009	055	550	J025	497	JVT	JT090000268		LLOYD CONSTRUCTION CO		o	-1,973,682.50
2009	155	550	J025	268	JVT	JT090000268		LLOYD CONSTRUCTION CO		o	1,973,682.50
2009	155	550	J025	497	JVA	JV090001753		LLOYD CONSTRUCTION CO	RETENTION FOR J025 - DEPO	o	819,826.00
2009	155	550	J025	497	JVA	JV090001751		LLOYD CONSTRUCTION CO	REIMBURSE FUND 071 PO27458 FROM 0	o	94,822.00
2009	155	550	J025	497	JVA	JV090001750		LLOYD CONSTRUCTION CO	ACCRUE LLOYD PO 27458 PM	o	100,724.00
2008	055	550	J025	497	JVT	JT080000(NONE		LLOYD CONSTRUCTION CO	Transfer 005-K113 Mar 2008 De	x	60,939.00
2008	055	550	J025	497	AD	319599	468000	LLOYD CONSTRUCTION CO	000000000404011	x	62,145.30
2008	055	550	J025	497	JVT	JT080000(NONE		LLOYD CONSTRUCTION CO	TRANSFER 005-K113 APR 200	x	119,858.00
2008	055	550	J025	497	PRY	PF080000	468000	LLOYD CONSTRUCTION CO	INTERNAL CHANGE ORDER - I	x	598,167.60
2009	155	550	J025	497	JVT	JT090000858		LLOYD CONSTRUCTION CO	ADJ TO RETENTION FOR J025	o	53,390.00
2009	155	550	J025	497	JVT	JT090000858		LLOYD CONSTRUCTION CO	ACCRUE LLOYE PO 27458 PM	o	480,515.00
2009	155	550	J025	268	AD	368946	468000	LLOYD CONSTRUCTION CO	000000000445808	x	92,838.00
2009	055	550	J025	497	AD	349517	468000	LLOYD CONSTRUCTION CO	000000000426469	x	344,017.30
2009	155	550	J025	268	AD	392630	468000	LLOYD CONSTRUCTION CO	000000000469400	x	434,755.00
2009	155	550	J025	268	AD	373923	468000	LLOYD CONSTRUCTION CO	000000000450789	x	587,233.00
2009	055	550	J025	497	AD	344919	468000	LLOYD CONSTRUCTION CO	000000000421871	x	788,636.50
2009	055	550	J025	497	AD	344919	468000	LLOYD CONSTRUCTION CO	000000000421871	x	796,672.20
2009	155	550	J025	268	AD	379340	468000	LLOYD CONSTRUCTION CO	000000000456205	x	1,037,442.00
2009	155	550	J025	268	AD	392630	468000	LLOYD CONSTRUCTION CO	000000000469400	x	1,087,870.00
2009	055	550	J025	497	AD	359795	468000	LLOYD CONSTRUCTION CO	000000000436654	x	1,185,046.00
2010	155	550	J025	497	JVA	9E+08	468000	LLOYD CONSTRUCTION CO	RETENTION FOR J025 - DEPO	o	-819,826.00
2010	155	550	J025	497	JVT	1.03E+09	468000	LLOYD CONSTRUCTION CO	ACCRUE LLOYE PO 27458 PM	o	-480,515.00
2010	155	550	J025	497	JVA	9E+08	468000	LLOYD CONSTRUCTION CO	ACCRUE LLOYD PO 27458 PM	o	-100,724.00
2010	155	550	J025	497	JVT	1.03E+09	468000	LLOYD CONSTRUCTION CO	ADJ TO RETENTION FOR J025	o	-53,390.00
2010	155	550	J025	497	AD	454310	468000	LLOYD CONSTRUCTION CO	000000000529340	x	35,906.00
2010	155	550	J025	497	AD	438240	468000	LLOYD CONSTRUCTION CO	000000000513322	x	36,670.00
2010	155	550	J025	497	AD	450298	468000	LLOYD CONSTRUCTION CO	000000000525334	x	48,043.00
2010	155	550	J025	497	PRC	PF100000	468000	LLOYD CONSTRUCTION CO		x	66,662.00
2010	155	550	J025	497	AD	395098	468000	LLOYD CONSTRUCTION CO	000000000473964	x	100,724.00
2010	155	550	J025	497	AD	431200	468000	LLOYD CONSTRUCTION CO	000000000508908	x	260,993.00
2010	155	550	J025	497	AD	425222	468000	LLOYD CONSTRUCTION CO	000000000502934	x	434,575.00
2010	155	550	J025	497	AD	399150	468000	LLOYD CONSTRUCTION CO	000000000478009	x	480,515.00
2010	155	550	J025	497	AD	415424	468000	LLOYD CONSTRUCTION CO	000000000493163	x	621,323.00
2010	155	550	J025	497	JVD	5.06E+09		LLOYD CONSTRUCTION CO	LLoyd;Retention for J025 - Dopo	o	631,767.00
2010	155	550	J025	497	AD	411106	468000	LLOYD CONSTRUCTION CO	000000000488851	x	690,838.00
2010	155	550	J025	497	AD	405114	468000	LLOYD CONSTRUCTION CO	000000000482861	x	885,872.00
2010	155	550	J025	497	AD	416633	468000	LLOYD CONSTRUCTION CO	000000000494358	x	921,929.00
2011	155	550	J025	497	JVD	5.06E+09		LLOYD CONSTRUCTION CO		o	-631,767.00

\$344,017.30 is pay request #9 which includes \$21,850 of pre-construction costs.

94,822.00	+
21,850.00	+

116,672.00	*

Total Pre-construction fees charged to RNMF

Total	\$ 11,874,491.90
Amt pd by COT but not approved by RN	\$ 262,638.00
Approved by COT but not traced into FOF	\$ 159,119.00
over charge of Preconstruction Svcs in FoF	\$ (54,322.00)
Total Amt approved by COT per Pay Apps	\$ 12,241,926.90

CK# 525334

Exhibit I

CK# 525334



CITY OF TUCSON CONSULTANT'S REQUEST FOR PAYMENT

FROM:

TO: Downtown Development

Firm Name: Lloyd Construction Company, Inc.
 Address: 2180 North Wilcox Road
 City/State/Zip: Tucson, Arizona 85712
 Phone: 520-884-9821 Fax: 520-884-1761
 E-Mail: lloyd@lloydconstruction.com
 Account Number: 155-550-1025-497-1025
 Project Title: Commodity Line #9
5/6/10

Contract # 62082
 P.O. # 27458
 For the Period 03/01/10 03/31/10
 From To
 Request Date 04/22/10
 Payment No. 26
 Invoice No.

Item No.	Description of Work	Scheduled Value	From Prior Estimates	Work Completed		% (I/C)
				This Period	To Date (D+E)	
					\$0.00	#DIV/0!
	Contract Amendment No. One (1)	\$12,724,628.00	\$12,066,574.00	\$50,572.00	\$12,117,146.00	95%
	Street light removal	\$12,570.00	\$12,570.00	\$0.00	\$12,570.00	100%
	Canopy removal	\$9,198.00	\$9,198.00	\$0.00	\$9,198.00	100%
	Temp Parking lot	\$11,019.00	\$11,019.00	\$0.00	\$11,019.00	100%
	Permit fees	\$47,877.00	\$47,877.00	\$0.00	\$47,877.00	100%
	THP fees	\$29,825.00	\$29,825.00	\$0.00	\$29,825.00	100%
	Water fees	\$4,545.00	\$4,545.00	\$0.00	\$4,545.00	100%
	Qwest Fees	\$2,295.00	\$2,295.00	\$0.00	\$2,295.00	100%
	Pre Construction survey of surrounding buildings	\$42,320.00	\$42,320.00	\$0.00	\$42,320.00	100%
	Transite Pipe Removal	\$32,088.00	\$32,088.00	\$0.00	\$32,088.00	100%
	Street light controller	\$13,848.00	\$13,848.00	\$0.00	\$13,848.00	100%
	Permit fees (SW gas, Qwest, City of Tucson)	\$12,784.00	\$12,784.00	\$0.00	\$12,784.00	100%
	Microscopes at tools	\$87,379.00	\$87,379.00	\$0.00	\$87,379.00	100%
	Insulinometers at 1 n. 5th	\$26,495.00	\$26,495.00	\$0.00	\$26,495.00	100%
	fiberoptic work	\$11,465.00	\$11,465.00	\$0.00	\$11,465.00	100%
	Extended General conditions	\$98,839.00	\$98,839.00	\$0.00	\$98,839.00	100%
	Waterproofing changes	\$78,273.00	\$45,469.00	\$0.00	\$45,469.00	58%
	triangle lot canopy removal	\$8,539.00	\$8,539.00	\$0.00	\$8,539.00	100%
	Deductive	-\$64,630.00	-\$64,630.00	\$0.00	-\$64,630.00	100%
	septic pump (CO6)	\$5,956.00	\$5,956.00	\$0.00	\$5,956.00	100%
	TOTALS	\$13,195,313.00	\$12,504,455.00	\$50,572.00	\$12,555,027.00	95%

Submitted By:

Original Contract Sum \$ 12,724,628.00

Approved By:

Total of Approved Change Orders \$ 464,729.00

Reviewed By:

Contract Sum To Date (C) \$ 13,195,313.00

Reviewed By:

Less Previous Requests for Payment (D) \$ 11,880,867.00

(If Applicable)

Less Retention \$ 626,117.00

Final Payment Authorization:

Current Amount Due (E) \$ 48,043.00

User Department

Balance to Finish

\$ 1,266,403.00

Procurement Department

Submit One (1) Original Only to Downtown Development, 260 S. Church Ave., PO Box 27210, Tucson, AZ 85726

[Signature]
 FCCO 5/5/10

I-1

Depot Plaza COT 000111

Exhibit I

**DEPOT PLAZA GARAGE
PHASE 1 MARCH 2010**

A			D	E	F	G	H	H	I
Item#		Scheduled	Work Completed		Mat. Stored	Tot. Completed	% G/C	Balance To	Retainage
		Value	From Previous	This Applic.	Not in D or E	& Stored (D+E+F)		Finish (C-G)	
	DESCRIPTION		Applic. (D+E)						
1	GENERAL CONDITIONS	\$498,152.28	\$498,152	\$0	\$0	\$498,152	100%	\$0	\$24,908
2	SURVEY	\$25,190.00	\$25,190	\$0	\$0	\$25,190	100%	\$0	\$1,260
3	TESTING	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
4	EARTHWORK	\$664,415.00	\$664,415	\$0	\$0	\$664,415	100%	\$0	\$33,221
5	DEMO	\$34,522.00	\$34,522	\$0	\$0	\$34,522	100%	\$0	\$1,726
6	BACKFILL AT RAMP	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
7	BACKFILL AT GRADE BEAM	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
8	TEMP PAVING/ABC/STRIPING-patch	\$24,540.00	\$16,663	\$0	\$0	\$16,663	68%	\$7,877	\$833
9	Re pave hvy duty at az ave per c1.2	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
10	SITE UTILSwater,sewer,perf pipe	\$58,252.00	\$36,450	\$22,502	\$0	\$58,952	86%	\$9,310	\$2,948
11	UTILITY LOCATING	\$45,000.00	\$45,000	\$0	\$0	\$45,000	100%	\$0	\$2,250
12	TRAFFIC CONTROL	\$35,000.00	\$35,000	\$0	\$0	\$35,000	100%	\$0	\$1,750
13	LANDSCAPE	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
14	TERMITES	\$6,700.00	\$4,489	\$0	\$0	\$4,489	67%	\$2,211	\$224
15	SOIL NAIL SHORING	\$672,000.00	\$672,000	\$0	\$0	\$672,000	100%	\$0	\$33,600
16	SOIL SHORING-PILES AT MLK	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
17	SOIL NAIL FOR TEMP RAMP	\$58,875.00	\$58,875	\$0	\$0	\$58,875	100%	\$0	\$2,944
18	SHORE MLK????	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
19	STRUCTURAL SHOTCRETE	\$369,357.00	\$369,357	\$0	\$0	\$369,357	100%	\$0	\$18,468
20	SCAFFOLD AT SHOTCRETE	\$10,000.00	\$10,000	\$0	\$0	\$10,000	100%	\$0	\$500
21	CAISSONS 55' PER CAISON	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
22	DE WATERING	\$9,800.00	\$0	\$0	\$0	\$0	0%	\$9,800	\$0
23	CONCRETE/POLE BASES	\$3,524,189.00	\$3,461,425	\$0	\$0	\$3,461,425	98.22%	\$62,764	\$173,071
24	Concrete forming	\$890,000.00	\$890,000	\$0	\$0	\$890,000	100%	\$0	\$44,500
25	Misc Concrete	\$355,508.00	\$355,508	\$0	\$0	\$355,508	100%	\$0	\$17,775
26	REBAR	\$1,425,605.00	\$1,425,605	\$0	\$0	\$1,425,605	100%	\$0	\$71,280
27	CURBS-	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
28	LAYOUT/BLG CONTROL	\$34,408.00	\$34,408	\$0	\$0	\$34,408	100%	\$0	\$1,720
29	MASONRY	\$182,420.00	\$178,407	\$4,013	\$0	\$182,420	100%	\$0	\$9,121
30	BRICK	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
31	SHORING FOR MASONRY	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
32	REMOVE MASONRY/conc DEBRIS	\$18,115.00	\$18,115	\$0	\$0	\$18,115	100%	\$0	\$906
33	STRUC STL- JOIST/DECK	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
34	METAL FAB-STAIRS	\$66,241.00	\$27,300	\$0	\$0	\$27,300	41%	\$38,941	\$1,365
35	ELEV BEAMS?LADDERS	\$11,578.00	\$0	\$0	\$0	\$0	0%	\$11,578	\$0
36	WATERPROOF WALLS	\$73,763.20	\$73,763	\$0	\$0	\$73,763	100%	\$0	\$3,688
37	WATERPROOF DECK	\$167,352.00	\$0	\$0	\$0	\$0	0%	\$167,352	\$0
38	CAULKING	\$21,203.94	\$8,000	\$0	\$0	\$8,000	38%	\$13,204	\$400

Exhibit I

**DEPOT PLAZA GARAGE
PHASE 1 MARCH 2010**

A		D	E	F	G	H	H	I	
Item#		Scheduled	Work Completed	Mat. Stored	Tot. Completed	% G/C	Balance To	Retainage	
		Value	From Previous	Not in D or E	& Stored (D+E+F)		Finish (C-G)		
			Applic. (D+E)						
39	HM/WD DRS/HARDWARE	\$17,100.00	\$17,100	\$0	\$0	\$17,100	100%	\$0	\$855
40	STUDS/DRYWALL	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
41	PAINT-all conc walls and deck are exposed	\$14,047.00	\$6,321	\$0	\$0	\$6,321	45%	\$7,726	\$316
42	TP/TA	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
43	ELEVATORS this price 2 ea 3 stop	\$159,850.00	\$145,312	\$9,991	\$0	\$155,303	97%	\$4,547	\$7,765
44	SPRINKLERS-NO PUMP	\$143,980.00	\$138,875	\$0	\$0	\$138,875	96%	\$5,105	\$6,944
45	PLUMBING-BOOSTER AND DRAINS	\$306,159.00	\$281,770	\$0	\$0	\$281,770	92%	\$24,389	\$14,089
46	HVAC-EXHAUST SYSTEM ONLY	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
47	ELECTRICAL	\$442,900.00	\$426,485		\$0	\$426,485	96%	\$16,415	\$21,324
48	FINAL CLEAN UP	\$16,135.20	\$0	\$0	\$0	\$0	0%	\$16,135	\$0
49	INSURANCE-GEN LIABILITY	\$24,890.00	\$23,147	\$0	\$0	\$23,147	93%	\$1,743	\$1,157
50	INSURANCE-COC	\$38,250.00	\$35,572	\$0	\$0	\$35,572	93%	\$2,678	\$1,779
51	CRANE	\$350,000.00	\$336,434	\$13,566	\$0	\$350,000	100%	\$0	\$17,500
52	CONTROL EQUIPT/BOOTH/GATE	\$27,500.00	\$0	\$0	\$0	\$0	0%	\$27,500	\$0
53	DG	\$7,593.75	\$0	\$0	\$0	\$0	0%	\$7,594	\$0
54	BOND	\$115,452.00	\$115,452	\$0	\$0	\$115,452	100%	\$0	\$5,773
55	TAX	\$613,935.54	\$585,959	\$250	\$0	\$586,209	95%	\$27,727	\$29,310
56	OH/FEE	\$704,639.09	\$670,314	\$250	\$0	\$670,564	95%	\$34,075	\$33,528
57	CONTINGENCY	\$106,938.00	\$0	\$0	\$0	\$0	0%	\$106,938	\$0
58	mechanical changes from GMP	\$26,526.00	\$26,526	\$0	\$0	\$26,526	100%	\$0	\$1,326
59	Electrical trenching	\$35,299.00	\$33,426	\$0	\$0	\$33,426	95%	\$1,873	\$1,671
60	electrical delta 2,3,4	\$187,838.00	\$187,838	\$0	\$0	\$187,838	100%	\$0	\$9,392
61	soil nail south wall, larger nails	\$93,399.00	\$93,399	\$0	\$0	\$93,399	100%	\$0	\$4,670
	TOTALS	\$12,724,628	\$12,066,574	\$50,572	\$0	\$12,117,146	95%	\$607,482	\$605,857
	CONTRACT CHANGES								
	CO-1 - Street light removal	\$12,570	\$12,570	\$0	\$0	\$12,570	100%	\$0	\$629
	CO-2 - Canopy relocation	\$9,198	\$9,198	\$0	\$0	\$9,198	100%	\$0	\$460
	CO-3 - Temp Parking lot	\$11,019	\$11,019	\$0	\$0	\$11,019	100%	\$0	\$551
	Permit fees	\$47,877	\$47,877	\$0	\$0	\$47,877	100%	\$0	\$0
	TEP fees	\$29,825	\$29,825	\$0	\$0	\$29,825	100%	\$0	\$0
	Water Fees	\$4,545	\$4,545	\$0	\$0	\$4,545	100%	\$0	\$0
	Qwest Fees	\$2,295	\$2,295	\$0	\$0	\$2,295	100%	\$0	\$0
	Preconstruction survey	\$42,320	\$42,320	\$0	\$0	\$42,320	100%	\$0	\$2,116
	Transite pipe removal	\$32,088	\$32,088	\$0	\$0	\$32,088	100%	\$0	\$1,604
	Street light controller	\$13,848	\$13,848	\$0	\$0	\$13,848	100%	\$0	\$692
	Permit fees	\$12,784	\$12,784	\$0	\$0	\$12,784	100%	\$0	\$0
	Micropiles at Toole	\$87,379	\$87,379	\$0	\$0	\$87,379	100%	\$0	\$4,369

Exhibit I

DEPOT PLAZA GARAGE
PHASE 1 MARCH 2010

A		D	E	F	G	H	H	I
Item#	Scheduled Value	Work Completed From Previous Applic. (D+E)	This Applic.	Mat. Stored Not in D or E	Tot. Completed & Stored (D+E+F)	% G/C	Balance To Finish (C-G)	Retainage
Inclomters at 1 N. 5th	\$26,495	\$26,495	\$0	\$0	\$26,495	100%	\$0	\$1,325
Fiberoptics work	\$11,465	\$11,465	\$0	\$0	\$11,465	100%	\$0	\$573
Extended General Conditions	\$98,839	\$98,839	\$0	\$0	\$98,839	100%	\$0	\$4,942
Change in Waterproofing system	\$78,273	\$45,469	\$0	\$0	\$45,469	58%	\$32,804	\$2,273
Remove Canopy at triangle lot	\$8,539	\$8,539	\$0	\$0	\$8,539	100%	\$0	\$427
Deductive	(\$64,630)	(\$64,630)	\$0	\$0	(\$64,630)	100%	\$0	\$0
CO 4 - Sump Pump and AC	\$5,956	\$5,956	\$0	\$0	\$5,956	100%	\$0	\$298
SUBTOTAL OF CHANGES	\$470,685	\$437,881	\$0	\$0	\$437,881	93%	\$32,804	\$20,259
GRAND TOTALS	\$13,195,313	\$12,504,455	\$50,572	\$0	\$12,555,027	95%	\$640,286	\$626,117

ck # 529340



CITY OF TUCSON CONSULTANT'S REQUEST FOR PAYMENT

FROM:

TO: Downtown Development

Firm Name: Lloyd Construction Company, Inc.Contract # 62082Address: 2180 North Wilmet RoadP.O. # 27458City/State/Zip: Tucson, Arizona 85712Phone: 520-884-9821 Fax: 520-884-1761For the Period 04/01/10 04/30/10
From ToE-Mail: lloyd@lloydconstruction.com Commercial/Line #9Request Date 05/13/10Account Number: 159-550-5025-497-7825 Job # 5710Payment No. 27Project Title: CM/PM for the Depot Plaza Project - (DTP) Phase 1a Building Garage

Invoice No.

Item No.	Description of Work	Scheduled Value	From Prior Estimates	Work Completed		
				This Period	To Date (D+H)	% (FVC)
					\$0.00	#DIV/0!
					\$0.00	#DIV/0!
	Contract Amendment No. One (1)	\$12,724,628.00	\$12,192,369.00	\$37,795.00	\$12,230,164.00	96%
	Street light removal	\$12,570.00	\$12,570.00	\$0.00	\$12,570.00	100%
	Canopy removal	\$9,198.00	\$9,198.00	\$0.00	\$9,198.00	100%
	Temp Parking lot	\$11,019.00	\$11,019.00	\$0.00	\$11,019.00	100%
	Permit fees	\$47,877.00	\$47,877.00	\$0.00	\$47,877.00	100%
	TDP fees	\$29,825.00	\$29,825.00	\$0.00	\$29,825.00	100%
	Water fees	\$4,545.00	\$4,545.00	\$0.00	\$4,545.00	100%
	Qwest Fees	\$2,295.00	\$2,295.00	\$0.00	\$2,295.00	100%
	Pre Construction survey of surrounding buildings	\$42,320.00	\$42,320.00	\$0.00	\$42,320.00	100%
	Transit Pipe Removal	\$32,088.00	\$32,088.00	\$0.00	\$32,088.00	100%
	Street light controller	\$13,848.00	\$13,848.00	\$0.00	\$13,848.00	100%
	Permit fees (SW gas, Qwest, City of Tucson)	\$12,784.00	\$12,784.00	\$0.00	\$12,784.00	100%
	Microphones at tools	\$87,379.00	\$87,379.00	\$0.00	\$87,379.00	100%
	Inclinometers at 1st 5th	\$26,495.00	\$26,495.00	\$0.00	\$26,495.00	100%
	fiberoptic work	\$11,465.00	\$11,465.00	\$0.00	\$11,465.00	100%
	Expanded General conditions	\$98,839.00	\$98,839.00	\$0.00	\$98,839.00	100%
	Waterproofing changes	\$78,273.00	\$45,469.00	\$0.00	\$45,469.00	58%
	triangle lot canopy removal	\$8,539.00	\$8,539.00	\$0.00	\$8,539.00	100%
	Deductive	-\$64,630.00	-\$64,630.00	\$0.00	-\$64,630.00	100%
	sump pump (C06)	\$5,956.00	\$5,956.00	\$0.00	\$5,956.00	100%
	TOTALS	\$13,195,313.00	\$12,630,250.00	\$37,795.00	\$12,668,045.00	96%

Submitted By: <u>[Signature]</u>	Contractor	Date: <u>5/13/10</u>	Original Contract Sum	\$ 12,724,628.00
Approved By: <u>[Signature]</u>	Consultant	Date: <u>5/13/10</u>	Total of Approved Change Orders	\$ 464,729.00
Reviewed By: <u>[Signature]</u>	Project Manager	Date: <u>5/13/10</u>	Contract Sum To Date (C)	\$ 13,195,313.00
Reviewed By: <u>[Signature]</u>	City of Tucson, Finance	Date: <u>5/13/10</u>	Less Previous Requests for Payment (D)	\$ 12,000,372.00
(If Applicable)			Less Retention	\$ 631,767.00
Final Payment Authorization: <u>[Signature]</u>	User Department	Date	Current Amount Due (E)	\$ 35,905.00
	Procurement Department	Date	Balance to Finish	\$ 1,159,035.00

Submit One (1) Original Only to Downtown Development, 260 S. Church Ave., PO Box 27210, Tucson, AZ 85726

[Signature] 5/13/10

Exhibit I

DEPOT PLAZA GARAGE
PHASE 1 April 2010

A			D	E	F	G	H	H	I
Item#		Scheduled	Work Completed		Mat. Stored	Tot. Completed	% G/C	Balance To	Retainage
		Value	From Previous	This Applic.	Not In D or E	& Stored (D+E+F)		Finish (C-G)	
	DESCRIPTION		Applic. (D+E)						
1	GENERAL CONDITIONS	\$498,152.28	\$498,152	\$0	\$0	\$498,152	100%	\$0	\$24,908
2	SURVEY	\$25,190.00	\$25,190	\$0	\$0	\$25,190	100%	\$0	\$1,260
3	TESTING	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
4	EARTHWORK	\$664,415.00	\$664,415	\$0	\$0	\$664,415	100%	\$0	\$33,221
5	DEMO	\$34,522.00	\$34,522	\$0	\$0	\$34,522	100%	\$0	\$1,726
6	BACKFILL AT RAMP	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
7	BACKFILL AT GRADE BEAM	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
8	TEMP PAVING/ABC/STRIPING-patch	\$24,540.00	\$16,663	\$0	\$0	\$16,663	68%	\$7,877	\$833
9	Re pave hvy duty at az ave per c1.2	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
10	SITE UTILSwater,sewer,perf pipe	\$68,262.00	\$58,952	\$3,850	\$0	\$62,802	92%	\$5,460	\$3,140
11	UTILITY LOCATING	\$45,000.00	\$45,000	\$0	\$0	\$45,000	100%	\$0	\$2,250
12	TRAFFIC CONTROL	\$35,000.00	\$35,000	\$0	\$0	\$35,000	100%	\$0	\$1,750
13	LANDSCAPE	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
14	TERMITES	\$6,700.00	\$4,489	\$0	\$0	\$4,489	67%	\$2,211	\$224
15	SOIL NAIL SHORING	\$672,000.00	\$672,000	\$0	\$0	\$672,000	100%	\$0	\$33,600
16	SOIL SHORING-PILES AT MLK	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
17	SOIL NAIL FOR TEMP RAMP	\$58,875.00	\$58,875	\$0	\$0	\$58,875	100%	\$0	\$2,944
18	SHORE MLK????	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
19	STRUCTURAL SHOTCRETE	\$369,357.00	\$369,357	\$0	\$0	\$369,357	100%	\$0	\$18,468
20	SCAFFOLD AT SHOTCRETE	\$10,000.00	\$10,000	\$0	\$0	\$10,000	100%	\$0	\$500
21	CAISSONS 55' PER CAISON	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
22	DE WATERING	\$9,800.00	\$0	\$0	\$0	\$0	0%	\$9,800	\$0
23	CONCRETE/POLE BASES	\$3,524,189.00	\$3,461,425	\$1,410	\$0	\$3,462,835	98.26%	\$61,354	\$173,142
24	Concrete forming	\$890,000.00	\$890,000	\$0	\$0	\$890,000	100%	\$0	\$44,500
25	Misc Concrete	\$355,508.00	\$355,508	\$0	\$0	\$355,508	100%	\$0	\$17,775
26	REBAR	\$1,425,605.00	\$1,425,605	\$0	\$0	\$1,425,605	100%	\$0	\$71,280
27	CURBS-	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
28	LAYOUT/BLG CONTROL	\$34,408.00	\$34,408	\$0	\$0	\$34,408	100%	\$0	\$1,720
29	MASONRY	\$182,420.00	\$182,420	\$0	\$0	\$182,420	100%	\$0	\$9,121
30	BRICK	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
31	SHORING FOR MASONRY	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
32	REMOVE MASONRY/conc DEBRIS	\$18,115.00	\$18,115	\$0	\$0	\$18,115	100%	\$0	\$906
33	STRUC STL- JOIST/DECK	\$0.00	\$0	\$0	\$0	\$0	#DIV/0!	\$0	\$0
34	METAL FAB-STAIRS	\$66,241.00	\$66,241	\$0	\$0	\$66,241	100%	\$0	\$3,312
35	ELEV BEAMS?LADDERS	\$11,578.00	\$11,578	\$0	\$0	\$11,578	100%	\$0	\$579
36	WATERPROOF WALLS	\$73,763.20	\$73,763	\$0	\$0	\$73,763	100%	\$0	\$3,688
37	WATERPROOF DECK	\$167,352.00	\$0	\$0	\$0	\$0	0%	\$167,352	\$0
38	CAULKING	\$21,203.94	\$21,204	\$0	\$0	\$21,204	100%	(\$0)	\$1,060

Exhibit I

DEPOT PLAZA GARAGE
PHASE 1 April 2010

A		D	E	F	G	H	H	I
Item#	Scheduled Value	Work Completed From Previous Applic. (D+E)	This Applic.	Mat. Stored Not in D or E	Tot. Completed & Stored (D+E+F)	% G/C	Balance To Finish (C-G)	Retainage
39	HM/WD DRS/HARDWARE	\$17,100.00	\$17,100	\$0	\$0	100%	\$0	\$855
40	STUDS/DRYWALL	\$0.00	\$0	\$0	\$0	#DIV/0!	\$0	\$0
41	PAINT-all conc walls and deck are exposed	\$14,047.00	\$6,321	\$0	\$0	45%	\$7,726	\$316
42	TP/TA	\$0.00	\$0	\$0	\$0	#DIV/0!	\$0	\$0
43	ELEVATORS this price 2 ea 3 stop	\$159,850.00	\$155,303	\$0	\$0	97%	\$4,547	\$7,765
44	SPRINKLERS--NO PUMP	\$143,980.00	\$138,875	\$1,505	\$0	97%	\$3,600	\$7,019
45	PLUMBING-BOOSTER AND DRAINS	\$306,159.00	\$281,770	\$19,389	\$0	98%	\$5,000	\$15,058
46	HVAC-EXHAUST SYSTEM ONLY	\$0.00	\$0	\$0	\$0	#DIV/0!	\$0	\$0
47	ELECTRICAL	\$442,900.00	\$426,485	\$0	\$0	96%	\$16,415	\$21,324
48	FINAL CLEAN UP	\$16,135.20	\$0	\$8,068	\$0	50%	\$8,067	\$403
49	INSURANCE-GEN LIABILITY	\$24,890.00	\$23,147	\$700	\$0	96%	\$1,043	\$1,192
50	INSURANCE-COC	\$38,250.00	\$35,572	\$1,000	\$0	96%	\$1,678	\$1,829
51	CRANE	\$350,000.00	\$350,000	\$0	\$0	100%	\$0	\$17,500
52	CONTROL EQUIPT/BOOTH/GATE	\$27,500.00	\$0	\$0	\$0	0%	\$27,500	\$0
53	DG	\$7,593.75	\$0	\$0	\$0	0%	\$7,594	\$0
54	BOND	\$115,452.00	\$115,452	\$0	\$0	100%	\$0	\$5,773
55	TAX	\$613,935.54	\$591,959	\$0	\$0	96%	\$21,977	\$29,598
56	OH/FEE	\$704,639.09	\$676,314	\$0	\$0	96%	\$28,325	\$33,816
57	CONTINGENCY	\$106,938.00	\$0	\$0	\$0	0%	\$106,938	\$0
58	mechanical changes from GMP	\$26,526.00	\$26,526	\$0	\$0	100%	\$0	\$1,326
59	Electrical trenching	\$35,299.00	\$33,426	\$1,873	\$0	100%	\$0	\$1,765
60	electrical delta 2,3,4	\$187,838.00	\$187,838	\$0	\$0	100%	\$0	\$9,392
61	soil nail south wall, larger nails	\$93,399.00	\$93,399	\$0	\$0	100%	\$0	\$4,670
	TOTALS	\$12,724,628	\$12,192,369	\$37,795	\$0	96%	\$494,464	\$611,508
	CONTRACT CHANGES							
	CO 1 - Street light removal	\$12,570	\$12,570	\$0	\$0	100%	\$0	\$629
	CO 2 - Canopy relocation	\$9,198	\$9,198	\$0	\$0	100%	\$0	\$460
	CO 3 - Temp Parking lot	\$11,019	\$11,019	\$0	\$0	100%	\$0	\$551
	Permit fees	\$47,877	\$47,877	\$0	\$0	100%	\$0	\$0
	TEP fees	\$29,825	\$29,825	\$0	\$0	100%	\$0	\$0
	Water Fees	\$4,545	\$4,545	\$0	\$0	100%	\$0	\$0
	Qwest Fees	\$2,295	\$2,295	\$0	\$0	100%	\$0	\$0
	Preconstruction survey	\$42,320	\$42,320	\$0	\$0	100%	\$0	\$2,116
	Transite pipe removal	\$32,088	\$32,088	\$0	\$0	100%	\$0	\$1,604
	Street light controller	\$13,848	\$13,848	\$0	\$0	100%	\$0	\$692
	Permit fees	\$12,784	\$12,784	\$0	\$0	100%	\$0	\$0
	Micropiles at Toole	\$87,379	\$87,379	\$0	\$0	100%	\$0	\$4,369

Exhibit I

DEPOT PLAZA GARAGE
PHASE 1 April 2010

A			D	E	F	G	H	H	I
Item#		Scheduled	Work Completed		Mat. Stored	Tot. Completed	% G/C	Balance To	Retainage
		Value	From Previous	This Applic.	Not in D or E	& Stored (D+E+F)		Finish (C-G)	
			Applic. (D+E)						
	Inclometers at 1 N. 5th	\$26,495	\$26,495	\$0	\$0	\$26,495	100%	\$0	\$1,325
	Fiberoptics work	\$11,465	\$11,465	\$0	\$0	\$11,465	100%	\$0	\$573
	Extended General Conditions	\$98,839	\$98,839	\$0	\$0	\$98,839	100%	\$0	\$4,942
	Change in Waterproofing system	\$78,273	\$45,469	\$0	\$0	\$45,469	58%	\$32,804	\$2,273
	Remove Canopy at triangle lot	\$8,539	\$8,539	\$0	\$0	\$8,539	100%	\$0	\$427
	Deductive	(\$64,630)	(\$64,630)	\$0	\$0	(\$64,630)	100%	\$0	\$0
	CO 4 - Sump Pump and AC	\$5,956	\$5,956	\$0	\$0	\$5,956	100%	\$0	\$298
	SUBTOTAL OF CHANGES	\$470,685	\$437,881	\$0	\$0	\$437,881	93%	\$32,804	\$20,259
	GRAND TOTALS	\$13,195,313	\$12,630,250	\$37,795	\$0	\$12,668,045	96%	\$527,268	\$631,767



Contractors License

(L11) 074973-007

(A17) 074972-006

ELECTRICAL ABSTRACT

Company: City of Tucson

Attn: Jay Hogan

Project: 12 or 24 Strand Fiber to MLK Bldg

Bid Date: January 11, 2010

Addenda: N/A

Job #: 815034-50693

PO#:

Bid Items: Bid Item #1 \$4,200 12 Strand SM

TOTAL \$4,200

This Quotation Includes:

1. Terms and conditions per Standard AIA Subcontract.
2. Sales tax.
3. 600' of 1" Innerduct.

This Quotation Does Not Include:

1. Bond cost, permits, fees.
- 2.

Qualifications Pricing is based on:

- 1.

If you have any questions regarding this proposal contact: Don Kunzler

Exhibit J

Rio Nuevo
Depot Plaza - J025
Expenditures FY 00 through October 31, 2011 - Unaudited

x=traced from pymt req summary

<u>FY</u>	<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>DOC CD</u>	<u>DOC ID</u>	<u>VENDOR NO.</u>	<u>VENDOR NAME</u>	<u>CHECK # OR DESCRIPTION</u>
2011	155	550	J025	497	AD	467435	738535	STURGEON ELECTRIC CO INC	000000000541729

	<u>PSTNG AM</u>
x	4,200.00

Total \$ 4,200.00



TMCx Arizona, LLC.
 325 E. Southern Ave., Suite 109
 Tempe, AZ 85282
 (480) 446-7777



PROFESSIONAL ENGINEERING SERVICES PROPOSAL

FOR INDEPENDENT 3RD PARTY

BUILDING COMMISSIONING

Date: April 22, 2008

Project: MLK Apartments @ Heritage Park

To: City of Tucson
 4004 S. Park Ave.
 Tucson, AZ 85714

Attn: Joe Comella

TestMarcx is pleased to present our revised proposal for Professional Engineering services for independent, third party commissioning at the MLK Apartments project, located in Tucson AZ. TestMarcx is a professional engineering firm specializing in contracting and consulting for independent third party testing and commissioning of mechanical, electrical, climate control and smoke control systems for the construction industry. TestMarcx is a provider member of the Building Commissioning Association in five (5) states.

Commissioning (ASHRAE Definition): "A process for achieving, verifying, and documenting the performance of each system to meet the operational needs of the building within the capabilities of the documented design and specified equipment capacities, according to the owner's functional criteria"

BASE SCOPE-OF-WORK:

SCOPE-OF-WORK:

TestMarcx will systematically test and document the functionality of the included systems to confirm that the performance meets the documented design intent and the owner's operational needs as required to meet the LEED requirements. The following is a listing of the scope of work:

1. **LEED Tasks – 2.2 Energy & Atmosphere Prerequisite 1: Fundamental Building Systems Commissioning**
 - a. Form the Commissioning Team
 - b. Document the Owner's Requirements
 - c. Review the Basis of Design
 - d. Create a Commissioning Plan
 - e. Develop and incorporate commissioning requirements in the bid documents
 - f. Provide installation verifications
 - g. Provide functional performance testing
 - h. Provide a final commissioning report
2. **LEED Tasks – 2.2 Energy & Atmosphere Credit 3: Enhanced Commissioning**
 - a. Provide review of design documentation prior to mid-construction document phase with a back-check of the subsequent submission.

- b. Attend design coordination meetings (**3 meetings**)
- c. Review contractor submittals, concurrently with A/E team, applicable to systems to be commissioned.
- d. Provide a systems manual as outlined in the LEED requirements.
- e. Verify training requirements of operating personnel are completed.
- f. Review building operation within 10 months after substantial completion with O&M staff and occupants. As a result, provide plan for resolution of outstanding commissioning-related items.

3. Commissioning Approach, Means & Methods:

- a. General Commissioning Tasks:
 - i. Coordinate and manage the commissioning activities.
 - ii. Schedule, agenda and attendees of commissioning process.
 - iii. Coordinate directly with each Sub Contractor with respect to their responsibility and contractual obligations as it relates to commissioning.
 - iv. Obtain, assemble and submit commissioning documentation.
 - v. Attend periodic on-site commissioning activities.
- b. Design and Construction Document Review Tasks:
 - i. Review the controls documentation and interface with other systems.
 - ii. Review the operation and maintenance information and as-built drawings provided by the various sub-contractors and vendors.
 - iii. Note any inconsistencies or deficiencies in the system.
- c. Commissioning Documentation Development Tasks:
 - i. Develop the commissioning plan and schedule.
 - ii. Incorporate detailed prefunctional checkoff sheets and functional performance test procedures.
 - iii. Prepare and submit the Commissioning Reports.
 - iv. Assemble and submit the final Commissioning Report.
- d. Commissioning Pre-Functional Testing Tasks:
 - i. Be present during portions of the start-up activities and prefunctional testing to witness the execution of startup.
 - ii. Monitor the performance of the Test, Adjust and Balance (TAB) contractor. Provide random sampling or direct witnessing of 10% of TAB contractor's work.
- e. Commissioning Functional Performance Testing Tasks:
 - i. Direct the functional performance testing. The tests will include the individual components' interaction.
 - ii. Verify system compliance and recommend modifications to the system design that will correct or enhance the system performance.
 - iii. Coordinate the owner witnessing of the tests.
 - iv. Review the accuracy and calibration of any instrumentation utilized for the functional performance testing.
 - v. Track commissioning deficiencies until correction. Within each system, include one re-commissioning for any deficiencies. Additional re-commissioning time beyond this will be tracked and billed at the hourly rates.

SYSTEMS TO BE COMMISSIONED:

The following is a list of proposed systems to be commissioned (100% testing unless noted otherwise):

- 1. Mechanical/HVAC Systems:
 - a. Water Source Heat Pump Systems including:
 - i. Boilers
 - ii. Fluid Coolers
 - iii. Pumps
 - iv. VFD's
 - v. Makeup systems, water treatment, & expansion tanks

- vi. Miscellaneous piping components
- b. Hydronic Flushing:
 - i. Provide on-site attendance and witnessing of all flushing procedures by the mechanical contractor.
 - ii. Provide sufficient time for witnessing up to three (3) complete catastrophic dumps, pre-flushing, cleaning and final flushing.
 - iii. Provide digital photo documentation of each phase of flushing.
 - iv. Assist and advise the contractor in completion of the flushing according to the specified and the Owner required flushing procedures
- c. Terminal Units including:
 - i. Heat Pump units – common area and 1st floor units
 - ii. Residential Unit Verification: Including a **statistical analysis of 25%** of the residential units' mechanical, electrical, and plumbing systems
 - iii. Pkg'd DX and split system A/C units
- d. Exhaust and Supply Systems including:
 - i. General – Common Areas
 - ii. Garage
- e. Facility Control System (Building Automation) including:
 - i. Point to point verification and calibration verification
 - ii. Sequence of operation testing for all modes of operation for all seasons including review of software.
 - iii. Verification of graphics, point display, point command, and alarming.
 - iv. Testing of the FCS shall occur in a timely manner to meet the construction schedule.
- 2. Plumbing Systems:
 - a. Domestic H/C Water (Primary equipment only)
 - b. Booster System (Primary equipment only)
- 3. Electrical Systems:
 - a. Lighting:
 - i. Automatic Lighting – Interior

CLARIFICATIONS TO SCOPE:

The following items are clarifications to the scope of work:

- 1. General:
 - a. This proposal is based on the Design Development drawings dated Aug. 8, 2007 and information provided by Nelsen Architects. TestMarc_x reserves the right to modify the proposal if quantities and system configurations change.
 - b. TestMarc_x will be provided with a full set of half-sized construction drawings, specifications, addendums, information requests, submittals and any other pertinent construction documentation required to develop the commissioning documentation and execute the commissioning process.
 - c. Excessive delays in the testing of the included systems due to construction issues or non-cooperation in the resolution of deficiencies will result in a request for additional fees plus expenses at the hourly rates subsequent to one allowable deficiency re-commissioning.
 - d. TestMarc_x is an engineering firm and as such excludes any bonding and prevailing wage requirements.
 - e. Substantial completion is scheduled for July 2009.
 - f. This proposal includes two paper (2) copies of commissioning deliverables and six (6) electronic CD's with scanned and indexed copies in Adobe Acrobat PDF format.
- 2. Contractor Cooperation:
 - a. Most portions of the commissioning process will require sub-contractor cooperation to avoid warranty issues. In order for TestMarc_x to diligently direct the functional testing, any associated sub-contractors will be made available on an as-needed basis to demonstrate complete system operation according to the functional testing plans.
 - b. The Contractor shall provide all technician services requiring tools or the use of tools to test, adjust, or otherwise bring equipment into a full operational state.



3. Exclusions:
- a. Construction means, methods, site safety program, or any Contractor project management functions.
 - b. Division 15 Test and Balance contractor tasks.
 - c. Division 16 Electrical Acceptance Testing contractor tasks.
 - d. This proposal excludes any items not specifically and expressly listed in the scope of work.

FEE BASIS BREAKDOWN:

Our fees for performing the scope of work shall be:

- 1. LEED Fundamental Commissioning: **\$42,000.00**
- 2. LEED Enhanced Commissioning: **\$14,000.00**

TOTAL BASE SCOPE Cx COSTS \$56,000.00

PRICING FOR SOLICITED AND UNSOLICITED OPTIONS:

- 1. In accordance with LEED Pre-requisite EQP2 for Environmental and Tobacco Smoke (ETS) Control, provide door blower testing in accordance with Option 2. **\$500 per test***

** - Charge per test or \$2,000 minimum daily charge, whichever is greater.*

TERMS & CONDITIONS:

See attached Appendix A.

CONCLUSION:

If you have any questions please feel free to contact us. We appreciate this opportunity to present this proposal and look forward to working with you.

Respectfully,

TESTMARC_x

**Loren Morris, PE
Principal**

Signed,

City of Tucson

Date

APPENDIX A TERMS & CONDITIONS

PAYMENTS:

All services and reimbursables will be invoiced monthly. Full payment is due 30 days after invoice. In the event that full payment is not received by TestMarcx (the Firm) within 45 days of invoice, then the Firm has the right to suspend services immediately and pursue payment. If payment is not immediately forthcoming, then the Firm has the right to terminate the contract and pursue all remedies. Under no circumstances will the Firm be liable for any delays or damages associated with the suspension or termination of services due to the failure to timely compensate Firm.

PROJECT TERMINATION:

In the event of termination of our services, we will be paid for all work accomplished through the date and time of the termination even though the billing for said work may occur after the date of termination. Said work will be billed at the hourly rates then in effect.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The Client may make and retain copies for information and reference in connection with this project. Such documents are not intended or represented to be suitable for reuse by you or others on extensions of this project or any other project.

INDEMNIFICATION:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

LIMITATION OF LIABILITY:

In recognition of the relative risk, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall be limited to an amount equal to the refund of the Firm's fees. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

DISPUTE RESOLUTION:

In an effort to resolve any conflicts that may arise during or following the completion of the project, we both agree that all disputes arising out of or relating to this agreement shall be submitted to non-binding mediation under the auspices of a nationally recognized mediation agency.

INSURANCE:

We agree to maintain in force for the duration of the project the following insurance:

- a. Professional Liability: (\$1,000,000 ea. occurrence, \$1,000,000 aggregate)
- b. General Liability Insurance. (\$1,000,000 ea. occurrence, \$2,000,000 aggregate)
- c. Automobile Insurance for company owned vehicles. (\$1,000,000 combined single limit)
- d. Workmen's Compensation Insurance. (Statutory Limits)

PROPOSAL ACCEPTANCE:

This proposal shall become binding, subject to the terms and conditions herein, when accepted by the Client through written acknowledgment. Any commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by the Firm prior to the written acknowledgment of the proposal shall be governed by this proposal, regardless when executed.

Exhibit K

Rio Nuevo
Depot Plaza - J025
Expenditures FY 00 through October 31, 2011 - Unaudited

x=traced from pymt req summary

<u>FY</u>	<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>DOC CD</u>	<u>DOC ID</u>	<u>VENDOR NO.</u>	<u>VENDOR NAME</u>	<u>CHECK # OR DESCRIPTION</u>	<u>PSTNG AM</u>
2009	055	550	J025	498	AD	333123	6149	TMCX ARIZONA, LLC	000000000410059	x 2,175.00
2009	155	550	J025	268	AD	379477	6149	TMCX ARIZONA, LLC	000000000456343	x 2,175.00
										Total \$ 4,350.00

Exhibit L

Depot Project Findings and Observations
Schedule of Questioned Costs

	<u>Garage (J025)</u>	<u>Finding</u>	<u>Plaza (J045)</u>	<u>Total</u>
Expenditures in Excess of District Approval and Authorization:				
Expenditures per the City Flow of Funds	\$ 13,823,530.20		207,718.94	
Approved and Authorized District Support	<u>11,600,000.00</u>		<u>1,400,000.00</u>	
Total expenditures in Excess of District Approval and Authorization	(2,223,530.20)	A	-	(2,223,530.20)
<u>Other Questioned Costs:</u>				
Survey Scope Adjustments related to Apartments 91% of 32,663.95	(29,724.19)	B		
Pre-construction Services over charge \$21,850 and \$61,112 (calculated by CoT)	(82,962.00)	C		
Discrepanies between Pay Req #26 & 27 increasing completed work to date, no support for change	(75,223.00)	D		
Sturgeon Invoice for MLK Apartments	(4,200.00)	E		
TestMarx Invoices related to MLK Apartments	(4,350.00)	F		
Depot Plaza Expenses Charged to Depot Garage	(91,429.04)	G	91,429.04	
CoT Pay Request # 15, no supporting documents located with this request. Approved by S. Amparano, G. Shelko and R. Miranda	(1,169,515.00)	H		
CoT Pay Request #21, only supporting document provided was the conditional waiver and release on progress payment	(723,150.00)	H		
Costs transferred to District by City without support	(394,116.76)	I		
Amounts for which payment applications were located, but unable to identify in flow of funds	300,645.81	I		
City of Tucson Finance Department Charges to District	(102,576.00)	J	(12,411.50)	
Unidentified Expenditures:				
"Correct Fund/Unit PRC LG080000891 MLK Garage	(1,312.06)	K		
Other Dept Permits - 174	(173.30)	K		
T08CM01695 (as described in Flow of Funds)	(120.00)	K		
Depot Plaza DP0941	(1,643.91)	K		
T07CM03033 (as described in Flow of Funds)	(195.50)	K		
T07CM03033 (as described in Flow of Funds)	<u>(18,338.63)</u>	K		
Net Total of Other Questioned Costs	<u>(2,398,383.58)</u>		<u>79,017.54</u>	<u>(2,319,366.04)</u>
Total Questioned Costs	<u>\$ (4,621,913.78)</u>		<u>\$ 79,017.54</u>	<u>\$ (4,542,896.24)</u>



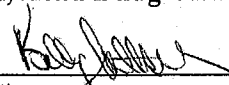
MEMORANDUM

DATE: February 7, 2011

TO: Sean McBride
Assistant City Manager

FROM: 
R. C. Lewis, Director
General Services Department

Via: Stacie Bird, Lead Budget Analyst, Budget and Internal Audit

Concurrence:  _____
Signature Date 2-9-11

SUBJECT: Depot Plaza Parking Garage – Final Change Order #11

Action

The Architecture and Engineering Division (A&E) of the General Services Department (GSD) requests approval of the attached change order #11 in the amount of \$63,296.

Justification

Change order (CO) 11 consists of 12 individual change orders. Two of these COs (11-1 and 11-3) enabled the City to provide temporary power during the transition to permanent power for the Depot Plaza. CO 11-5 is to secure maintenance and the warranty on the elevator for a second year. The remaining COs are for work needed to close out and occupy the garage. Note that CO 11-1 was approved by the Rio Nuevo Board Chair and CO 11-12 was approved by a previous expenditure request memorandum.

With the exception of CO 11-5, this work was completed and necessary for the completion of the Depot Plaza Parking Garage. Pricing was not available from the contractor at the time the work needed to be completed.

Impact if denied

Denial of this request will force the contractor to seek other means to recover the costs for all of the COs except CO 11-5. If CO 11-5 is not approved, the elevator will not be maintained since in-house staff does not maintain elevators.

Financial considerations

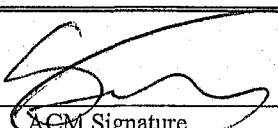
The project has been budgeted with sufficient funds to cover the cost of added scope of work. The project will be completed under the budget. CO 11-5 is funded under GSD's Facilities Management Division under their maintenance agreement with ParkWise.

RCL:vh:kp


Attachments: Summary of Final Change-order Requests dated 2/3/2011, Draft CO 11 with back-up

c: Joan Stauch, Vinnie Hunt – GSD

☒ Approved ☐ Denied:


ACM Signature

5/9/2011
Date

 CITY OF TUCSON CONSTRUCTION CHANGE ORDER			
P.O. NUMBER	<u>27458</u>	CHANGE ORDER #:	<u>11</u>
CONTRACT NO.	<u>62082</u>	DATE:	<u>1-Feb-11</u>
DEPARTMENT/DIVISION	<u>General Services/A&E</u>	JOB NUMBER:	<u>AE8692</u>
ACCOUNT #:	<u>155-550-J025-497-J025</u>	JOB NAME:	<u>Depot Plaza Garage</u>
Reason for work to be done: <u>Owner Approved Changes</u> Changes due to unforeseen conditions and code inspector requirements. Note that the GMP was awarded without specifications.			
DRAFT			
CO # 11-1 - Temporary Generator for permanent power cut-over CO # 11-2 - Add heat detectors @ elevator control room, relocate pay station, power to CO2 panels CO # 11-3 - Survey necessary for TEP transformer location CO - 11-4 Sump pump discharge piping needed due to lack of 5th Ave construction CO - 11-5 - Extend elevator warrantee and maintenance from one to two years. (Cost covered by the Facilities Management Division of the General Services Department their account #057-410-4102-288-F46316) CO # 11-6 - Revise A/C units for elevator room and add capacity to sump pumps CO # 11-7 - Add three emergency exit sign per building code official CO 11-8 - Relocate AC-1 to fire pump room - cost for installation and electrical CO 11-9 - Add three way switch to elevator room per state elevator inspector CO 11-10 - Relocate electric switch in pump room CO 11-11 Fire pump - add floor drain to pump room and change galvanized pipe to copper CO 11-12 Signage for Parking Garage			\$6,206.42 \$4,301.00 \$2,466.00 \$1,434.00 \$8,114.00 \$5,928.00 \$2,479.00 \$3,400.00 \$709.00 \$669.00 \$1,703.00 \$25,886.25
Total Amount this Item: \$			\$63,295.67
Description of work to be done: See attached CO requests, RN approval for CO #11-1, COT approval of CO #11-12 Note that the final cost for this PO is broken down as follows: Original PO for preconstruction services Arizona Ave. MLK Tower Structural Steel Prepurchase Parking Garage - original GMP plus CO for \$457,889			
			\$94,822 \$272,029 \$924,367 \$13,245,813
Attachments: Lloyd CO Requests			
This CO finalizes changes to the DP Garage and Arizona Avenue. Not further COs are allowed.			
Contractor agrees that payment and/or "delay days" provided for in this change order are compensation in full for additional work performed and/or delay days granted under this change order, and that contractor waives any additional claims including, but not limited to, claims for labor, materials, supervision costs, extended overhead, list profits or any other costs that may be associated directly or indirectly with the work performed and/or delay days granted under this change order.			
Original Contract Sum		\$	<u>94,822</u>
Total of previously authorized Change Orders		\$	<u>14,378,913</u>
Contract Sum prior to this Change Order		\$	<u>14,473,735</u>
The Contract Sum will be unchanged by this Change Order in the Amount of		\$	<u>63,296</u>
Total Contract Sum including this Change Order		\$	<u>14,537,031</u>
The Contract Time will be (increased) (decreased) (unchanged) by..... <u>0</u> day(s). The date of Substantial Completion as of the date of this Change Order therefore is <u>NA</u>			
RECOMMENDED BY:		ACCEPTED:	
Consultant	Date	Contractor Firm Name	
REVIEWED BY:		Address City / State Zip Code	
Project Engineer	Date	Contractor's Authorized Signature Date	
Project Manager	Date	CONCURRENCE:	
Finance Administrator	Date	Director	
Budget Officer, Budget & Research	Date	Date	
AUTHORIZED: CITY OF TUCSON			
Director of Procurement	Date	City Manager	Date
COPY DISTRIBUTION: Contractor, Procurement, Accounting			

Summary of Final Change-order Requests

2/3/2011

Lloyd Final Owner Change Orders

Lloyd #	Description	Cost	Notes
11-1	Temporary Generator for Electric Change Over to Perm Power	\$6,206.42	RN Board Approved
11-2	Add Heat Detection @ Elevator Control Room	\$4,301.00	per direction of state elevator inspector
11-3	Survey necessary for TEP transformer installation	\$2,466.00	
11-4	Sump pump discharge piping needed to direct pump discharge from SE corner of garage to NE scupper.	\$1,434.00	
11-5	Extended Warrantee Kone Elevator - 1 to 2 years	\$8,114.00	paid by FM - F46316
11-6 (17R)	Revise HVAC for elevator rooms add capacity to sump pumps	\$5,928.00	
11-7	Add three exit signs per code official	\$2,479.00	
11-8	relocate AC-1 to fire pump room	\$3,400.00	
11-9	add 3 way switch to elevator room per state elevator inspector	\$709.00	
11-10	relocate switch in fire pump room	\$669.00	
11-11	fire pump - change galavnized piping to copper and add floor drain in pump room	\$1,703.00	
11-12	Garage Signage Package	\$25,886.25	CMO approved 4/27/2010
Total		\$63,295.67	

↓↑

Revise HVAC for elevator rooms add

CO 11-1



License Nos.
ROC073114 B01/073113A

Change Order

TO: City of Tucson
255 W Alameda, 6th Floor
Tucson, AZ 85701
Job No:
ATTN: Vinnie Hunt

CE No. 11-1
DATE:
Project Name:
JOB NO: 532

PLEASE BE ADVISED THAT:

SUMMARY OF CHANGE ORDER:

Description: Electrical Generators to allow power change order and install of Permanent power at the MLK Garage and Apartment Towers. Power outage at 1 N 5th for both the apartments and the business on the first floor.

COST SUMMARY

Cummins Rocky Mountain LLC Proposal
All three generators required 75k, 250k and 400k this is for 50hr max shut off, weekly rate. \$2,087.00
Required service/maintenance and fees \$200.00
Freight \$800.00
Approximate fuel consumption 6hrs x 2.3gal/hr + 13.8 gal @ \$3.95 \$55.00
Electrical Contractor to connect and disconnect generators. \$2,420.00
Subcontractor Total \$5,562.00
Bond 1% \$0.00
OH&P 6% \$333.72
Sub Sub Total \$5,895.72
Tax 5.27% \$310.70

TOTAL CHANGE ORDER REQUEST NO.

Subtotal PCO No. \$6,206.42

Back-up/
Notes:

NOTE: Owner's acceptance of this Change Order Request constitutes a CHANGE ORDER authorizing Lloyd Construction Company Inc. to Proceed immediately with the above described work for the amount quoted and/or the extension of time requested, to issue subcontract change orders and to incorporate such amount, time and change into the billings and contract documents as a CHANGE ORDER to the contract documents.

LLOYD CONSTRUCTION CO., INC.

Nelson Partners

City of Tucson

By

Erk Johnson, Project Manager

By

By

Vinnie Hunt

Date: 2/3/2011

Date:

Date:

Exhibit N

Rio Nuevo Multipurpose Facilities District
Depot Plaza Block
City of Tucson Signatures

The following is a listing of all City of Tucson representatives that signed documents contained in the in the Documentation provided by the City of Tucson.

Christina Thompson
Fran LaSala
Greg Shelko
Jennifer Gillaspie
Joe Comella
Joyce Garland
Kathleen Bender
Kelly Gottschalk
Lee Barr
Mike Hein
Richard Miranda
Silvia Amparano
Stacie Bird
Vincent Hunt
Virginia Monyak
William O'Malley