1. Town Council - Special Meeting, Regular Meeting, And Executive Session Agenda
   Documents:
   
   2023_06_27_CC_RG_AGGENDA.PDF

2. Town Council - Special Meeting, Regular Meeting, And Executive Session Agenda Packet
   Documents:
   
   2023_06_27_CC_RG_AGGENDA_PACKET.PDF
TOWN COUNCIL NOTICE & AGENDA

SPECIAL MEETING
TUESDAY, JUNE 27, 2023
4:00 P.M.
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

AGENDA

1. CALL TO ORDER; ROLL CALL

2. Public Hearing, consideration and possible action on Resolution No. 2023-1231, regarding adopting the "Make It Chino! 2040 General Plan" as the general plan for the Town of Chino Valley and directing that it be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.

3. ADJOURNMENT

REGULAR MEETING
TUESDAY, JUNE 27, 2023
6:00 P.M.
Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Presentation of certificate of appreciation to members of the General Plan Steering Committee.
3. CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to approve the Professional Services Agreement with Lawrence Digges to provide audio and visual technician services beginning July 1, 2023, through June 30, 2024, for an amount not to exceed $15,000.

b. Consideration and possible action to approve the Addendum No. 2 to Contract for Legal Services with Gust Rosenfeld P.L.C. effective July 1, 2023.

c. Consideration and possible action to appoint applicants recommended by the Appointments Subcommittee to the Roads and Streets Committee.

d. Consideration and possible action to approve Resolution No. 2023-1230, designating Frank Marbury and Terri Denemy as the Authorized Representative and Alternate Authorized Representative to the Arizona Department of Emergency and Military Affairs for the purpose of obtaining financial assistance under the Disaster Relief Act.

e. Consideration and possible action to award a one-year contract to Titan Landscaping for landscape maintenance services along State Route 89 in the amount of $100,128.
f. Consideration and possible action to approve a First Amendment to the Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Chamber of Commerce.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to approve a Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for $498,994.

**Recommended Action:** Approve the Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for $498,994.

b. Public Hearing regarding Resolution No. 2023-1225, relating to the Town's Final Budget for Fiscal Year 2023/2024 and the proposed expenditure limitation for the same year, in the amount of $45,150,500.

**Recommended Action:** Hold the Public Hearing.

c. Public Hearing regarding Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute the budgets of the Districts for Fiscal Year 2023/2024.

**Recommended Action:** Hold the Public Hearing.

7. ADJOURNMENT

---

**SPECIAL MEETING**

**TUESDAY, JUNE 27, 2023**

6:05 P.M.

**Council Chambers**

202 N. State Route 89

Chino Valley, Arizona

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**AGENDA**

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**EXECUTIVE SESSION**

**TUESDAY, JUNE 27, 2023**

6:30 P.M.

Council Chambers

202 N. State Route 89

Chino Valley, Arizona

**AGENDA**

1. **CALL TO ORDER; ROLL CALL**

2. An executive session pursuant to A.R.S. §38-431.03 (A)(4) for discussion or consultation with the Town Attorney in order to consider the Town’s position and instruct the Town Attorney regarding an agreement relating to water resources.

3. **ADJOURNMENT**

Dated this 20th day of June, 2023.

By: Erin N. Deskins, Town Clerk

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CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date:__________________________  Time:____________________  By:__________________________

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TUESDAY, JUNE 27, 2023
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Date: ___________________________ Time: ___________________ By: ________________________________

Erin N. Deskins, Town Clerk
AGENDA ITEM TITLE:
Public hearing, consideration, and possible action on Resolution No. 2023-1231 regarding adopting the "Make It Chino! 2040 General Plan" as the general plan for the Town of Chino Valley and directing that it be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.

RECOMMENDED ACTION:
i) Hold a public hearing.
ii) Adopt Resolution No. 2023-1231, adopting the "Make It Chino! 2040 General Plan" as the general plan for the Town of Chino Valley and directing that it be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.

SITUATION AND ANALYSIS:
Town Council met jointly with the Planning and Zoning Commission to discuss the 2040 General Plan Final Hearing Draft on Wednesday, June 21, 2023. This final draft is being presented to the Town Council along with the Planning Commission's Recommendation to adopt the Plan.

Other Pertinent Documents Available Upon Request:
The General Plan can be viewed via the following link: https://www.makeitchinogeneralplan.com/

Fiscal Impact
Fiscal Impact?: N/A
If Yes, Budget Code: Available:
Funding Source:

Attachments
RES - 2023-1231 - 2040 General Plan
RESOLUTION NO. 2023-1231

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND TITLED “MAKE IT CHINO! 2040 GENERAL PLAN”; ADOPTING THE “MAKE IT CHINO! 2040 GENERAL PLAN” IN COMPLIANCE WITH ARIZONA REVISED STATUTES § 9-461.06; DIRECTING THAT THE “MAKE IT CHINO! 2040 GENERAL PLAN” BE SUBMITTED TO THE VOTERS FOR RATIFICATION AT THE SPECIAL ELECTION SCHEDULED TO BE HELD ON NOVEMBER 7, 2023; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, the provisions of Ariz. Rev. Stat. §§ 9-461.05 and 9-461.06 require the Mayor and Council of the Town of Chino Valley (the “Town Council”) to update or readopt a comprehensive, long-range general plan consisting of a statement of community goals and development policies every ten years; and

WHEREAS, per Ariz. Rev. Stat. § 9-461.06, the Town Council adopted written procedures to provide for effective, early, and continuous public participation in the development of the proposed general plan; as a result, the Town created a general plan committee comprising members of the community and Town Staff, disseminated proposals and alternatives broadly within the community and on the Town’s website, solicited and received written comments, held several public meetings to discuss the proposed general plan, held public hearings following notice required by law, and considered all public comments; and

WHEREAS, per Ariz. Rev. Stat. § 9-461.06(C), the Town sought maximum feasible public participation from all of the Town’s geographic, ethnic, and economic areas and provided opportunities for official comment by property owners and residents, together with civic organizations, local school districts, state and county agencies and adjacent communities, and public service corporations and quasi-public service companies; and

WHEREAS, per Ariz. Rev. Stat. § 9-461.06(D), the Town transmitted the proposed draft general plan to all relevant parties, and to all persons that requested in writing to receive a review copy, at least sixty days before the notice issued pursuant to Ariz. Rev. Stat. § 9-461.06(E); and

WHEREAS, the Planning and Zoning Commission transmitted its recommendation on the proposed general plan to the Town Council; and

WHEREAS, having received and considered all public comment and having considered the best interests of the Town as a whole, the Town Council finds that the “Make It Chino! 2040 General Plan” sets forth Chino Valley’s goals and development policies; and

WHEREAS, per Ariz. Rev. Stat. § 9-461.06(M), the Town Council is required to submit the proposed general plan to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty days after the Town Council adopted the plan pursuant to Ariz. Rev. Stat. § 16-204;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

Section 1. The above recitals are hereby incorporated as if fully set forth herein.
Section 2. That certain document entitled “Make It Chino! 2040 General Plan,” of which one paper copy and one electronic copy are maintained, per Ariz. Rev. Stat. § 44-7041, on file in the office of the Town Clerk as required by Ariz. Rev. Stat. § 9-802, and available for public use an inspection during regular business hours, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk.

Section 3. The “Make It Chino! 2040 General Plan” is hereby adopted by reference as the general plan for the Town of Chino Valley, Arizona, and incorporated as if fully set forth herein.

Section 4. The “Make It Chino! 2040 General Plan” shall be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.

Section 5. Upon the voters ratifying the “Make It Chino! 2040 General Plan,” the Town of Chino Valley General Plan 2014, adopted May 13, 2014, and all amendments thereto, is hereby repealed.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 27th day of June 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1231 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was ___ ayes and ___ nays and ___ abstentions. ___ Council members were absent or excused.

Erin N. Deskins, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to approve the Professional Services Agreement with Lawrence Digges to provide audio and visual technician services beginning July 1, 2023, through June 30, 2024, for an amount not to exceed $15,000.

RECOMMENDED ACTION:
Approve the Professional Services Agreement with Lawrence Digges to provide audio and visual technician services beginning July 1, 2023, through June 30, 2024, for an amount not to exceed $15,000.

SITUATION AND ANALYSIS:
The Town is in continued need of an Audio Visual Technician to provide the following services. Management of the audio/visual production, filming, and streaming of the Town’s various public meetings and other events. Responsible for the production, filming, and online streaming of various Town public meetings and other audio-visual documented events. Coordinate needed audio/visual professional services with the Town’s IT Manager, Town Manager’s Office staff, and Clerk’s Office staff. Ensure cameras, recording equipment, microphones, and audio mixing equipment are working and operational. Advanced technical troubleshooting, repair, and replacement of various sound and video equipment as needed. Advise Town staff and elected officials on best practices for live events to ensure proper and professional appearances during live broadcasts. Setup, removal, and movement of audio/visual equipment from the meeting spaces in advance and on an as-needed basis. Installation and proper handling of various audio/visual cabling to document Town events. Setup and management of live streams of meetings and Town events using the Town’s meeting management system, Zoom Webinars, Facebook Live, YouTube, or other streaming platforms. Posting of previously recorded video content to YouTube, Facebook, the Town's website, and other online platforms. Post-production audio/video editing as needed to ensure quality recorded content is retained for historical record purposes. Management, maintenance, and archiving of offline recorded video content.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: 01-47-5212
Available: $15,000
**Funding Source:**
Amount included in the FY 23/24 Budget.

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<th>Attachments</th>
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<td>A/V Tech Agreement</td>
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THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of ______________________, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Lawrence Digges, a sole proprietor (the “Consultant”).

RECITALS

A. The Town needs audio/visual consulting services (the “Services”).

B. The Consultant possesses the skill and experience required to provide the Services.

C. Per Chino Valley Town Code § 32.11, based on the Consultant’s skills and experience, the Mayor and Town Council have determined that it is in the Town’s best interests to ensure timely delivery of the Services by selecting and entering into this Agreement with the Consultant to perform the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement.

   1.1 Initial Term. This Agreement shall be effective as of July 1, 2023, and shall remain in full force and effect until June 30, 2024 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

   1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and
1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The Town shall pay the Consultant an annualized amount not to exceed $15,000 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference. This amount allows for an average of up to 25 hours of Services per month.

4. Payments. The Town shall pay the Consultant monthly, based on work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. The Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, the Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding
30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. **Inspection; Acceptance.** All work shall be subject to inspection and acceptance by the Town at reasonable times during the Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. **Licenses.** The Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. **Materials; Equipment.** The Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. **Performance Warranty.** In addition to any specific obligations set forth in Exhibit A, the Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. **Insurance.**

13.1 **General.**

A. **Insurer Qualifications.** Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.
B. **No Representation of Coverage Adequacy.** By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this agreement, the Town does not represent that coverage and limits will be adequate to protect the Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. **Additional Insured.** All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

E. **Primary Insurance.** The Consultant’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. **Claims Made.** In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the Services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. **Waiver.** All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Consultant shall be solely
responsible for any such deductible or self-insured retention amount.

I. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and the Consultant. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. **Evidence of Insurance.** Prior to commencing any work or services under this Agreement, the Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

1. The Town, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:


   b. Auto Liability – Under ISO Form CA 20 48 or equivalent.

   c. Excess Liability – Follow Form to underlying insurance.

2. The Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.
(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. **Endorsements.** The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 **Required Insurance Coverage.**

A. **Commercial General Liability.** The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. **Vehicle Liability.** The Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. **Professional Liability.** If this Agreement is the subject of any
professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. The Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town’s Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days’ written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of
a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then-current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this Section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such
termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.


16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not entitled to workers’ compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees, or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Consultant do not intend to nor will they combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and
future State and Federal laws, and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town’s acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.
16.11 **Attorneys’ Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys’ fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 **Liens.** All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 **Offset.**

A. **Offset for Damages.** In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. **Offset for Delinquent Fees or Taxes.** The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

16.14 **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:  
Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
Attn: Cindy Blackmore, Town Manager

With copy to:  
GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Consultant:  
Lawrence Digges  
320 South Cortez Street, #3  
Prescott, AZ 86303  
(808) 298-8416

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S.
Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant’s duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town’s information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town’s information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant’s employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant’s employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town’s information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.
D. **Data Security.** Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. **Compromised Security.** In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. **Disengagement.** In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. **Survival.** The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 **Records and Audit Rights.** To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with
the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Consultant’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.21 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.22 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.23 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

(SIGNATURES ON THE FOLLOWING PAGE)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

By: ______________________________

Name: ______________________________

Title: ______________________________

Cindy Blackmore, Town Manager

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

LAWRENCE DIGGES,
a sole proprietor.

By: ______________________________

Name: ______________________________

Title: ______________________________
EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAWRENCE DIGGES

[Scope of Work]

See the following page.
AUDIO/VISUAL TECHNICIAN

FLSA Status: Independent Contractor

GENERAL PURPOSE: Management of the audio/visual production, filming, and streaming of the Town’s various public meetings and other events.

- Responsible for the production, filming, and online streaming of various Town public meetings and other audio-visual documented events.
- Coordinates needed audio/visual professional services needs with the Town’s IT Manager, Town Manager’s Office staff, and Clerk’s Office staff.
- Ensures cameras, recording equipment, microphones, and audio mixing equipment are working and operational.
- Advanced technical troubleshooting, repair, and replacement of various sound and video equipment as needed.
- Advises Town staff and elected officials on best practices for live events to ensure proper and professional appearances during live broadcasts.
- Setup, removal, and movement of audio/visual equipment from the meeting spaces in advance and on an as-needed basis.
- Installation and proper handling of various audio/visual cabling to document Town events.
- Setup and management of live streams of meetings and town events using the Town’s meeting management system, Zoom Webinars, Facebook Live, YouTube, or other streaming platforms.
- Posting of previously recorded video content to YouTube, Facebook, Town website, and other online platforms.
- Post-production audio/video editing as needed to ensure quality recorded content is retained for historical records purposes.
- Management, maintenance, and archiving of offline recording video content.
EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAWRENCE DIGGES

[Fee Proposal]

1. The Consultant’s hourly rate for performance of the Services is $50.00. The Consultant is expected to provide up to an average of 25 hours of Services per month; however, the Consultant shall not provide Services for more than 300 hours during any Term.

2. The Town shall not reimburse the Consultant for any professional liability expense. The Consultant must provide appropriate insurance documents and a paid receipt to the Town to receive reimbursement.

3. The compensation paid to the Consultant shall include all travel, per diem, and expenses incidental to providing the Services.

4. Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town’s authorized representative. Payment shall be made within 30 days of the date of the invoice. If payment in full is not received by the Consultant within 45 calendar days of the due date, invoices shall bear interest at 1.5% (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

5. If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the payment terms of this Agreement. Interest, as stated above, shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant’s favor and shall be calculated on the unpaid balance from the due date of the invoice.
AGENDA ITEM TITLE:
Consideration and possible action to approve the Addendum No. 2 to Contract for Legal Services with Gust Rosenfeld P.L.C. effective July 1, 2023.

RECOMMENDED ACTION:
Approve the Addendum No. 2 to contract for Legal Services with Gust Rosenfeld P.L.C.

SITUATION AND ANALYSIS:
The last rate increase to the Legal Services Contract with Gust Rosenfeld P.L.C. was in 2018. As stated in Addendum No. 2, the rates for general and special counsel matters set forth are significantly less than the firm's rates for most of its other municipal clients. The firm agrees that travel time will be billed for one way only.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: 01-955212
Available: Budgeted in Legal Services line item for Fiscal Year 2023/2024.

Attachments
Addendum 2 Legal Services Contract
Ms. Cindy Blackmore, Town Manager  
Town of Chino Valley  
202 N. State Route 89  
Chino Valley, AZ 86323  

Re: Legal Services Contract  

Dear Cindy:  

The current rates for the Town of Chino Valley are set forth below. We have maintained their hourly rates since 2018. From and after July 1, 2023, we would like to increase our rates as follows:  

<table>
<thead>
<tr>
<th>Legal Services</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Counsel</td>
<td>$200 per hour</td>
<td>$230 per hour</td>
</tr>
<tr>
<td>Civil Litigation</td>
<td>$185 per hour</td>
<td>$260 per hour</td>
</tr>
<tr>
<td>Environmental Law</td>
<td>$361 per hour</td>
<td>$370 per hour</td>
</tr>
<tr>
<td>Paralegal Services</td>
<td>$125 per hour</td>
<td>$125 per hour</td>
</tr>
</tbody>
</table>

Please know that the rates for general and special counsel matters set forth above are significantly less than the firm’s rates for most of its other municipal clients. Although not indicated in the Contract or Addendum No. 1, we have agreed that our travel time will be billed for one way only.  

We would appreciate it if you would present this proposed Addendum to the Town Council for its consideration. We hope that you and the Council will recognize the reasonableness of these hourly rates considering the quality of the legal services being provided to you and the depth of knowledge our entire firm has in respect to municipal law and issues.  

Sincerely,  

Andrew J. McGuire  
For the Firm  

4520799  
AJM/hnj  
Enclosure: Addendum No. 2 to Contract for Legal Services
ADDENDUM NO. 2 TO CONTRACT
FOR LEGAL SERVICES

This Addendum No. 2 to Contract for Legal Services dated _________________, 2023, between the Town of Chino Valley and Gust Rosenfeld, P.L.C., shall amend Paragraph 3 of the Contract for Legal Services between the Town of Chino Valley, Arizona, and Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, dated March 26, 2013, which contract was assigned to Gust Rosenfeld P.L.C., on January 7, 2016, and as modified by Addendum No. 1 thereto (collectively, the "Contract"), as follows:

3. Compensation: The Town shall pay to Firm for Services agreed to be rendered by the Firm and its employees under this Agreement as follows:

General Counsel Services:

$230.00 per hour for attorneys
$125.00 per hour for paralegals

Civil litigation, except civil litigation relating to water law and public utility law:

$260.00 per hour for attorneys
$125.00 per hour for paralegals

Environmental Law:

$370.00 per hour for attorneys
$125.00 per hour for paralegals

Travel will be billed one-way only.

This Addendum shall be effective as of July 1, 2023. All other provisions of the Contract shall remain the same.

GUST ROSENFELD P.L.C.  TOWN OF CHINO VALLEY

By: ____________________________  By: ____________________________
    Andrew J. McGuire  Jack W. Miller, Mayor

ATTEST:

______________________________
Erin N. Deskins, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to appoint applicants recommended by the Appointments Subcommittee to the Roads and Streets Committee.

RECOMMENDED ACTION:
Appoint applicants Ron Romley, Wayne Napier, and Michael Sick to the Roads and Streets Committee as recommended by the Appointments Subcommittee.

SITUATION AND ANALYSIS:
The Council Appointments Subcommittee met on June 7, 2023, to review applications and make recommendations for the Roads and Streets Committee. Staff received three re-appointment applications from current members whose terms were to expire, and one new application. Based on the review of all filed applications, the Appointments Subcommittee recommends the following appointments:

- Ron Romley
- Wayne Napier
- Michael Sick

Fiscal Impact
Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments
2023 R&S redacted applications
TO: MAYOR AND COUNCIL
RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐ Board of Adjustment
☐ Industrial Development Authority
☐ Municipal Property Corporation
☐ Parks & Recreation Advisory Board
☐ Other

☐ Planning & Zoning Commission
☐ Public Safety Retirement Board
☐ Roads & Streets Committee
☐ Building Advisory Board

NAME Dean Echols
RESIDENCE ADDRESS [Redacted]
MAILING ADDRESS Same
PHONE #s [Redacted]
EMAIL [Redacted]

List any new experience, skills, and qualities you would bring to this position.
(Same as before)

[Signature]
Dean Echols

[Date] 5-22-23

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.
Town of Chino Valley

APPLICATION FOR
PUBLIC BODY APPOINTMENT
(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR

☐ Town Council
☐ Planning & Zoning Commission
☐ Board of Adjustment
☐ Roads & Streets Advisory Board
☐ Industrial Development Authority
☐ Senior Center Advisory Board
☐ Municipal Property Corporation
☐ Transit Advisory Committee
☐ Parks & Recreation Advisory Board
☐ Other

NAME

DEAN ECHOLS

RESIDENCE ADDRESS

MAILING ADDRESS

SAME

PHONE #s

EMAIL

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☑ YES ☐ NO

HOW LONG HAVE YOU LIVED IN CHINO VALLEY?

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)?

☑ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE?

☐ YES ☑ NO

If Yes, what is the employee's name?

Please respond to the questions on the reverse side.
Attach a separate sheet if necessary.

Rev.3-12:jcl
Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

Chino Valley Town Council - 4 yrs.

Please state why you would like to be appointed to this position?

Assist in Development of Progress in Chino Valley.

What do you believe is the key responsibility of this position?

Help guide and watch over Industrial Development.

What experience, skills, and qualities would you bring to this position?

Town Council experience + Private Business owner.

Please attach a RESUME or SUMMARY of related previous experience, if applicable.

Dear [Name]

4/20/10

Signature

DATE

Rev.3-12;jcl
Town of Chino Valley

APPLICATION FOR PUBLIC BODY RE-APPOINTMENT
(Commissions, Boards, Committees)

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐ Board of Adjustment  ☐ Planning & Zoning Commission
☐ Industrial Development Authority  ☐ Public Safety Retirement Board
☐ Municipal Property Corporation  ☐ Roads & Streets Committee
☐ Parks & Recreation Advisory Board  ☐ Building Advisory Board
☐ Other

NAME  Ron Romley

RESIDENCE ADDRESS  

MAILING ADDRESS  Same as above

PHONE #s  

EMAIL  

List any new experience, skills, and qualities you would bring to this position.

- I have been on this committee for about 10 years
- 42 years of road construction management

Ron Romley  5/20/23

SIGNATURE  DATE

Return application to Town Clerk’s Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.
Town of Chino Valley

APPLICATION FOR PUBLIC BODY RE-APPOINTMENT
(Commissions, Boards, Committees)

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

FROM:  Ron Romley
(Print Name)

My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐ Board of Adjustment
☐ Industrial Development Authority
☐ Municipal Property Corporation
☐ Parks & Recreation Advisory Board
☐ Other

☐ Planning & Zoning Commission
☐ Public Safety Retirement Board
☐ Roads & Streets Committee
☐ Senior Center Advisory Board

My term expires:

☐ January 31  ☐ June 30  ☐ July 31

List any new experience, skills, and qualities you would bring to this position, and/or changes in address/phone/email.

5 yrs on this Committee
Council member 4 yrs (2 yrs Vice mayor)
Pct Member 2 1/2 yrs
4 1/2 yrs of Managing Road & Bridge Construction Projects

Ron Romley  7/3/13
SIGNATURE  DATE

Return application to Town Clerk’s Office, 202 N. State Route 89, Chino Valley, or email scanned application to lhart@chinoaz.net.

4-2013:jcl
TO: MAYOR AND COUNCIL
RE: EXPIRATION OF PUBLIC BODY TERM
SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐ Board of Adjustment  ☐ Planning & Zoning Commission
☐ Industrial Development Authority  ☐ Public Safety Retirement Board
☐ Municipal Property Corporation  ☐ Roads & Streets Committee
☐ Parks & Recreation Advisory Board  ☐ Building Advisory Board
☐ Other

NAME Wayne Napier
RESIDENCE ADDRESS [Redacted]
MAILING ADDRESS Same
PHONE #s [Redacted]
EMAIL [Redacted]

List any new experience, skills, and qualities you would bring to this position.


SIGNATURE Wayne Napier 05/22/2023 DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.

11-2022;ed
Town of Chino Valley

APPLICATION FOR
PUBLIC BODY APPOINTMENT
(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR
☐ Town Council
☐ Planning & Zoning Commission
☐ Board of Adjustment
☐ Parks & Recreation Advisory Board
☐ Other

☑ Roads & Streets Committee
☐ Senior Center Advisory Board
☐ Industrial Development Authority
☐ Municipal Property Corporation

NAME: Wayne Napier

RESIDENCE ADDRESS: [Redacted]

MAILING ADDRESS: same

PHONE #s: [Redacted]

EMAIL: [Redacted]

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?
☑ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?
15 months

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)?
☑ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE?
☐ YES ☑ NO

If Yes, what is the employee’s name?

Please respond to the questions on the second page.
Attach a separate sheet if necessary.
Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

No

Why you would like to be appointed to this position?
To help the Town of Chino Valley with Roads and Streets Infrastructure.

What do you believe is the key responsibility of this position?
To oversee that the Town is getting proper repairs and cost for projects.

What experience, skills, and qualities would you bring to this position?
With my Background in Public Works Maintenance Crew Leader and Construction Inspector I have a lot of knowledge in the field of Streets and Roads and hands on Experience.

See attached sheets.

Please attach a RESUME or SUMMARY of related previous experience, if applicable (REQUIRED for Planning and Zoning Commission & Board of Adjustment).

[Signature]

12-10-2018

DATE

Return application to Town Clerk's Office, 702 N. State Route 98, Chino Valley, or email scanned application to clerk@chinovalleyaz.net.

Rev. 10-2016; jcl
Wayne Napier

OBJECTIVE

Seeking a position as Construction Inspector, where my extensive background, abilities and expertise in public works and capital improvements will be effectively utilized. Broad scope of qualifications and competency includes:

- Project management
- Street/park maintenance
- Traffic signal construction
- Water/sewer infrastructure
- Facility maintenance
- Contractor communication
- Plan reviews
- MS Office proficient
- Customer relations
- Landscape maintenance
- Underground utilities
- Electrical/mechanical inspections
- Crew leadership/direction
- Budget development
- Detailed report writing
- Code enforcement

PROFESSIONAL EXPERIENCE

2008-Present  ENGINEERING RESOURCES OF SOUTHERN CA, INC.

Inspector

Perform inspections of large to small public works, capital improvement and private development projects. Assure conformance with various state, federal and local specifications, standards and guidelines, including Caltrans, MUTCD California Supplement, Greenbook, CA Building Codes, FHA/VA, ACI and AWWA. Field inspection work includes pump stations, lift stations, above/below ground water tanks, back flow devices, leak repair, fire systems, irrigation systems, and related enclosures/building structures to house the named systems.

Projects:

- City of Indio project Inspection for Monroe & I-10.
- Garden Grove Inspector for land development, to include water/sewer/storm drain, curbs/gutters/sidewalks and ADA ramps.
- Madison 4th to 11th ADA ramps, sidewalks/curbs/gutters – grind & overlay; restriping.
- 111 night work to install 14" waterline, new storm drain & gutters. Widened bridge, new ADA ramps and sidewalks.
- 4th Street rehab, 1 mile long project in front of Indio High School. All new ADA ramps and sidewalks. Street section: removal & complete grind & overlay. Rebuilt all water valves & sewer manholes; restriping of road.
- Contract with City of Indio as Inspector on Jackson/ I-10 overpass project, to include widening 2 off ramps and 1 on ramp, new traffic signals, all new ADA ramps & sidewalks. Paving & restriping, curbs & gutters. (All to Caltrans codes.) Right of way funded by the City of Indio.
WAYNE NAPIER

1995-2006 CITY OF PERRIS, CALIFORNIA
Public Works Crew Leader 2004-2006
Promoted through positions of ever increasing accountability to the position of Crew Leader. Greatly enhanced responsibilities included development and implementation of an $8.5M annual budget and a $22M CIP. Developed weekly reports for the Public Works Director and City Manager. Investigated claims against the city and did follow up reports. Provided training to full time as well as temporary workers at various levels. Additional duties included:

- Scheduling crew activities in streets, parks, fleet and facility maintenance.
- Oversaw contractors in tree trimming, janitorial, security, HVAC, traffic signal maintenance, graffiti removal, pest control, weed abatement, street sweeping, electrical, etc.
- Evaluated and assessed customer service issues; assigned appropriate personnel to bring closure and guarantee customer satisfaction.
- Ordered all parts and equipment; purchased city vehicles and large equipment.
- Oversaw weekly OSHA safety meetings; trained staff on use of equipment and safety methods.
- Assumed responsibilities of Superintendent over Field Service in his absence.
- Read and approved blueprints and conducted plan checks.
- On call 24/7 for streets and facilities maintenance; call person for Dig alert.

Intern Crew Leader 2001-2004
Senior City Mechanic 1995-2001

EDUCATION/SPECIALIZED TRAINING

CITY OF PERRIS
Performance Evaluations
Discipline
Work Place Harassment
Supervisor Training
Handling Grievances
Supervisor/Employee Relations
Public Works Inspection
NPDES Storm Water
Haz-Mat First Responder
Safety
Traffic Control Plans for Work Zones

PROFESSIONAL MEMBERSHIPS

Maintenance Superintendents Association (MSA) – Board of Directors
Clean Cities – Board of Directors
The Western Riverside Council of Governments (WRCOG) – Board of Directors
PROFESSIONAL EXPERIENCE: Mr. Napier has over 14 years experience inspecting public works and capital improvement projects, including construction management and project administration experience on large and small public works and private development projects. His work has included conformance with various state, federal and local specifications, standards and guidelines, including Caltrans, MUTCD California Supplement, Greenbook, California Building Codes, FHA/VA, AWWA and other relevant agency specifications. In addition, he has had extensive experience with traffic signal construction and maintenance, major landscaping projects, underground utilities, water and sewer infrastructure improvements, street improvement construction and maintenance operations. He has also served as a city crew leader for maintenance of public works infrastructure and landscaping districts.

His field inspection work has also included electrical and mechanical inspection for pump stations, lift stations, above and below ground water tanks, back flow device installation, leak repair, fire systems, irrigation systems and other water system related work. Inspection on these facilities included enclosures and building structures to house the systems.

CERTIFICATIONS

C.V.F.D.C.C. [Redacted]
First Responder Awareness OR [Redacted]
<table>
<thead>
<tr>
<th>Job Description</th>
<th>Contractor</th>
<th>Date</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Indio Jackson St. &amp; I-10 On ramps</td>
<td>Matich</td>
<td>07/08/2008 thru 11/15/2008</td>
<td>1,823,204.61</td>
</tr>
<tr>
<td>2. 46 Street Rehab</td>
<td>Hardy &amp; Harper</td>
<td>11/16/2008 thru 01/20/2009</td>
<td>968,999.00</td>
</tr>
<tr>
<td>3. Hwy 111 &amp; Jefferson Night Work</td>
<td>Kip</td>
<td>01/30/2009 thru 06/01/2009</td>
<td>562,429.00</td>
</tr>
<tr>
<td>4. Madison 46th to Hwy 111</td>
<td>Cooley</td>
<td>09/01/2009 thru 02/10/2010</td>
<td>1,528,963.00</td>
</tr>
<tr>
<td>5. Garden Grove Land Development</td>
<td>City of G. Grove</td>
<td>10/21/2010 thru 12/01/2011</td>
<td>1,028,223.60</td>
</tr>
<tr>
<td>6. Indio Monroe &amp; I-10 on ramps</td>
<td>Granite</td>
<td>06/10/2012 thru 12/30/2012</td>
<td>1,710,027.03</td>
</tr>
<tr>
<td>7. Madison 50th to 52nd</td>
<td>Granite</td>
<td>01/06/2013 thru 04/28/2013</td>
<td></td>
</tr>
<tr>
<td>8. Hjorth Park</td>
<td>Golden Valley</td>
<td>05/05/2013 thru 08/25/2013</td>
<td></td>
</tr>
<tr>
<td>9. Espana Phase 1</td>
<td>Lee &amp; Stires</td>
<td>09/03/2013 thru 12/05/2013</td>
<td></td>
</tr>
<tr>
<td>10. Monroe &amp; 42nd Landscape</td>
<td>Diversified</td>
<td>01/12/2014 thru 05/04/2014</td>
<td></td>
</tr>
<tr>
<td>12. Indio Development Part Time</td>
<td>City Funds</td>
<td>09/25/2014 thru 07/13/2015</td>
<td></td>
</tr>
<tr>
<td>14. Hwy 111 Paving Project</td>
<td>Lee &amp; Stires</td>
<td>9/14/2015 thru 11/00/2015</td>
<td>515,485.80</td>
</tr>
<tr>
<td>15. Adams, 39, 40th Espana</td>
<td>Lee &amp; Stires</td>
<td>12/14/2015 thru 2/13/2016</td>
<td>1,479,191.40</td>
</tr>
<tr>
<td>16. Indio Water Night Work</td>
<td>Jone's</td>
<td>5/9/2016 thru 7/01/2016</td>
<td>231,132.00</td>
</tr>
<tr>
<td>19. Requa sewer Valley San.</td>
<td>Downing</td>
<td>7/25/2016 thru 12/01/2018</td>
<td>12,565,000.00</td>
</tr>
</tbody>
</table>
Application for Public Body Appointment

Step 1

Public Body Applying For: Field not completed.

Other Public Body Applying For (not in drop down list): Roads and Streets Committee

First Name: Michael

Last Name: Sick

Residence Address: [Redacted]

Mailing Address: [Redacted]

Phone Number(s): [Redacted]

Email Address: [Redacted]

Is your residence within Town limits? No

How long have you lived in the Chino Valley area? 25 years

Are you a qualified to vote even if not registered? Yes

Are you related to any Town employee? No

If yes, what is the employee’s name? Field not completed.

Step 2

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

No, but my expertise in road construction for major companies I believe would be an asset

Why would you like to be appointed to this position? I believe my background in road construction for many years would be an advantage to Chino Valley
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>What do you believe is the key responsibility of this position?</td>
<td>Help with planning and applying my skills to better the roads in Chino Valley</td>
</tr>
<tr>
<td>What experience, skills, and qualities would you bring to this position?</td>
<td>Many skills that I have used in the past years as project managing roads and bridges for major companies. I am now retired and have time to contribute to this effort.</td>
</tr>
<tr>
<td>To help our review committee get to know you better, please attach a RESUME or SUMMARY of previous training, skills, and experience.</td>
<td>Mike Sick Resume Complete (3).doc</td>
</tr>
<tr>
<td>Date Application Submitted</td>
<td>5/29/2023 1:00 PM</td>
</tr>
</tbody>
</table>
May 29th 2023

To Whom It May Concern,

I would welcome an opportunity to present myself as a well-qualified candidate for the role of Streets and Roads consultant for the city of Chino Valley. Knowing that you are in need of a candidate to help with the streets and roads in Chino Valley I think my credentials should be of interest to you. I have served in many capacities on various heavy highway construction projects, ranging from one to sixty million dollars, as references can confirm.

My range of experience includes setting up projects from start to finish, project scheduling, coordination of subcontractors and suppliers, and communication/negotiations with agencies. I also have extensive expertise in tracking quantities, cost analysis for project force accounts, and change orders, using Microsoft Excel. Project types that I have managed include large excavation, concrete structure, and asphalt paving.

Please feel free to call me anytime at home or on my mobile phone to schedule an interview.

Sincerely,

Michael Sick
C. MICHAEL SICK

EDUCATION

1972               Bismark Junior College  Bismark, ND  
Civil Engineering

1973–1979           Arizona State University  Tempe, AZ  
Engineering and Surveying

1973–1979           Phoenix College  Phoenix, AZ  
Engineering and Surveying

BACKGROUND

I have been in the construction industry since high school, and have served as area manager, project manager, project supervisor, project engineer/field engineer, survey coordinator, excavation/utility superintendent, and heavy equipment operator on projects ranging from one to 60 million dollars.

My duties as project manager have consisted of the following:

• Setup of projects from start to finish
• Setup of project scheduling
• Coordination of subcontractors and suppliers
• Written/oral communication and negotiations with agencies
• Maintenance of project records and quantities
• Cost analysis for project force accounts and change orders
• Management of crews for project construction
PROFESSIONAL EXPERIENCE

Headwaters Construction
Owner, 2005- present

July 2010 – January 2008
S.J.Louis Construction
Project Manager

December 2007– January 2006
Fisher Sand and Gravel dba Southwest Asphalt Paving
Project Manager

December 2005 – April 2005
Grady Quality Excavating, Inc.
Operation Manager

April 2005 – August 2003
R.E. Monks Construction
Project Manager

August 2003 – May 2001
Pulice Construction
Project Manager

April 2001 – June 1998
Sundt Construction, Inc.
Area Manager for Northern Arizona and New Mexico

May 1998 – April 1996
Vastco, Inc.
Vice President and Project Manager (Part Owner)

May 1996 – April 1986
FNF Construction Co.
Project Manager
April 1986 – July 1974
M.M. Sundt Construction Co.
Project Superintendent, Excavation and Utilities Superintendent, Project and Field Engineer, Survey Coordinator

June 1974 – February 1973
Johannesson and Girand
Survey Party Chief

February 1973 – May 1971
Toman Engineering Co.
Survey Party Chief

ADDITIONAL TRAINING

<table>
<thead>
<tr>
<th>Course</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWPPP and Environmental Concerns</td>
<td>December 2006</td>
</tr>
<tr>
<td>Hazardous Waste Operation</td>
<td>40 Hours</td>
</tr>
<tr>
<td>Hazardous Waste Operation</td>
<td>8 Hours Supervisory</td>
</tr>
<tr>
<td>OSHA Construction Safety and Health</td>
<td>10 Hours</td>
</tr>
</tbody>
</table>

AWARDS

Los Alamos 2000 Excellence in Construction for Core of Engineers
Pajarito Canyon Flood Retention Structure in Los Alamos

Numerous ADOT Awards
AGENDA ITEM TITLE:
Consideration and possible action to approve Resolution No. 2023-1230, designating Frank Marbury and Terri Denemy as the Authorized Representative and Alternate Authorized Representative to the Arizona Department of Emergency and Military Affairs for the purpose of obtaining financial assistance under the Disaster Relief Act.

RECOMMENDED ACTION:
Approve Resolution No. 2023-1230 designating Frank Marbury and Terri Denemy as the Authorized Representative and Alternate Authorized Representative to the Arizona Department of Emergency and Military Affairs for the purpose of obtaining financial assistance under the Disaster Relief Act.

SITUATION AND ANALYSIS:
In order to apply for and receive financial assistance related to the 2023 Camp Verde Flooding declaration for the storms on and around March 15, 2023, which included the Granite Creek Flooding event at Perkinsville Road, the Department of Emergency and Military Affairs requires the Town Council to appoint an authorized representative and an alternate authorized representative.

Fiscal Impact
Fiscal Impact?: No
If Yes, Budget Code: 
Available: 
Funding Source: 

Attachments
RES - 2023-1230 - Designating DEMA Authorized Representatives
RESOLUTION NO. 2023-1230

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DESIGNATING THE TOWN’S REPRESENTATIVES AUTHORIZED TO EXECUTE AND DELIVER APPLICATIONS TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR FINANCIAL ASSISTANCE UNDER THE DISASTER RELIEF ACT; AUTHORIZING THE SUBMISSION OF FORMS DESIGNATING THE REPRESENTATIVES TO ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS; AND AUTHORIZING THE REPRESENTATIVES TO EXECUTE AND DELIVER APPLICATIONS FOR SUCH ASSISTANCE ON BEHALF OF THE TOWN OF CHINO VALLEY.

BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. Public Works Director Frank Marbury and Assistant to the Town Manager Terri Denemy are hereby designated as the Town’s Authorized Representative and Alternate Authorized Representative, respectively, to execute and deliver applications on behalf of the Town of Chino Valley to obtain financial assistance from the Arizona Department of Emergency and Military Affairs (“DEMA”).

SECTION 2. The Designation of Applicant’s Authorized Representative Form and the Designation of Alternate Applicant’s Authorized Representative Form are hereby approved in substantially the forms attached hereto as Exhibit A and incorporated herein by reference, and submission of said forms to DEMA is hereby authorized.

SECTION 3. Public Works Director Frank Marbury and Assistant to the Town Manager Terri Denemy are hereby authorized to execute and deliver applications to DEMA for financial assistance on behalf of the Town of Chino Valley.

SECTION 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution.

(SIGNATURES ON THE FOLLOWING PAGE)
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 27th day of June 2023.

_________________________________
Jack W. Miller, Mayor

ATTEST:

_______________________________
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

_______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1230 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_______________________________
Erin N. Deskins, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2023-1230

[Forms Designating Authorized and Alternate Authorized Representatives]

See the following pages.
ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF APPLICANT’S AUTHORIZED REPRESENTATIVE FORM

The intent of this DESIGNATION is to appoint an APPLICANT’S AUTHORIZED REPRESENTATIVE for the following:

Select program(s)  ✔ Public Assistance  ❏ HMA Mitigation Program  ❏ SEC Mitigation
Select duration  ✔ Until further notice  ❏ Only Event  ❏ From ______ to ______

Applicant: Town of Chino Valley

CERTIFICATION

I, Jack W. Miller, duly appointed and Mayor of Town of Chino Valley, do hereby certify that the information below is true and correct, based on a resolution passed and approved (attached) by the Town Council of Town of Chino Valley on the 27th day of June, 2023.

Frank Marbury has been designated as the Applicant's Authorized Representative to act on behalf of Town of Chino Valley.

Mayor

(Authorizing Official’s Signature) (Title) (Date)

This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Authorized Representative.

Designated Applicant’s Authorized Representative

Name  Frank Marbury

Title/Official Position  Public Works Director

Full Mailing Address  202 N State Route 89 Chino Valley, AZ 86323

Email Address  fmarbury@chinoaz.net

Daytime Telephone Number  928-636-3401  Cell

(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By:  January 2023  Form #AZ PA 204-4

(Initials & Date)
ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DESIGNATION OF ALTERNATE APPLICANT’S AUTHORIZED REPRESENTATIVE FORM

The intent of this DESIGNATION is to appoint an ALTERNATE APPLICANT’S AUTHORIZED REPRESENTATIVE for the following:

Select program(s) ☑ Public Assistance ☐ HMA Mitigation Program ☐ SEC Mitigation

Select duration ☑ Until further notice ☐ Only Event ☐ From _____ to _____

Applicant: Town of Chino Valley

CERTIFICATION

I, Jack W. Miller, duly appointed and Mayor of Town of Chino Valley, do hereby certify that the information below is true and correct, based on a resolution passed and approved (attached) by the Town Council of Town of Chino Valley on the 27th day of June, 2023.

Terri Denemy has been designated as the Alternate Applicant's Authorized Representative to act on behalf of Town of Chino Valley.

Mayor

(Title) (Date)

This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Alternate Applicant's Authorized Representative.

Designated Alternate Applicant’s Authorized Representative

Name Terri Denemy

Title/Official Position Assistant to the Town Manager

Full Mailing Address 202 N State Route 89 Chino Valley, AZ 86323

Email Address tdenemy@chinoaz.net

Daytime Telephone Number 928-636-2646, 1301 Cell

(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: ____________________ January 2023 Form #AZ PA 204-4

(Initials & Date)
AGENDA ITEM TITLE:
Consideration and possible action to award a one-year contract to Titan Landscaping for landscape maintenance services along State Route 89 in the amount of $100,128.

RECOMMENDED ACTION:
Award a one-year contract to Titan Landscaping for landscape maintenance services along State Route 89 in the amount of $100,128.

SITUATION AND ANALYSIS:
Intergovernmental Agreement 13-0001356I dated April 8, 2014 between the State of Arizona and the Town of Chino Valley indicates the Town is responsible for landscaping and weed control, including median from mile post MP 324 (approx. 1/4 mile south of Kalinich Ave.) to 330.5 (approx. Jack Dale Dr.) on State Route 89.

The Town advertised an Invitation for Bids for SR-89 Right-of-Way Landscape Maintenance Services on May 23, 2023. Landscape maintenance services include general cleanup, removal, and disposal of litter and debris, clearing plant growth by mowing, trimming, edge trimming, and weed control treatment. Maps identifying each work area are included in the contract.

On June 14, 2023, two bids were received as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Monthly Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Titan Landscaping</td>
<td>$8,344.00</td>
<td>$100,128.00</td>
</tr>
<tr>
<td>Prescott, AZ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zebrascapes LLC</td>
<td>$13,740.35</td>
<td>$164,884.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The contract is for one year with the option of four successive one-year terms with Town approval for each additional one-year term (including any price adjustments).

Fiscal Impact

Fiscal Impact?: $100,128
If Yes, Budget Code: 02-785396
Available:
Funding Source:
Budgeted in the Highway 89 Maintenance line item.
Monthly cost of $8,344
Annual cost of $100,128

Attachments
Offer
Price Sheet
Full Contract
TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT

OFFER

The undersigned (the “Bidder”) hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands, and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids (“IFB”), the Contract formed hereby (as defined below), and any amendments thereto, together with all Exhibits, Specifications, Plans, and other documents included as part of this Contract (the “Contract Documents”).

For Bid clarification, contact:

Matt Koehler
Titan Landscaping

Name

928-713-9701
Telephone

928-771-1070
Facsimile

Email

Matt@TitanLandscaping.net

Authorized Signature for the Contractor

Matt Koehler

Printed Name

President

Title

ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)

Effective Date: ____________ Contract No.: ____________ Official File: ____________

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

__________________________
Jack W. Miller, Mayor

ATTEST: ________________________________

APPROVED AS TO FORM:

__________________________
Erin N. Deskins, Town Clerk

__________________________
Andrew J. McGuire, Town Attorney
### PRICE SHEET

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item. Pricing shall include everything to complete the Scope of Work, including all personnel, equipment, travel time, and supplies.

<table>
<thead>
<tr>
<th>Landscape Maintenance Services Area Code</th>
<th>Approximate Area (SF)</th>
<th>Annual Cycles (Frequency)</th>
<th>Cost Per Service*</th>
<th>Total Annual Cost.*</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR01</td>
<td>200,000</td>
<td>Monthly</td>
<td>$466.00</td>
<td>$5,592.00</td>
</tr>
<tr>
<td>SR02</td>
<td>132,000</td>
<td>Monthly</td>
<td>$308.00</td>
<td>$3,696.00</td>
</tr>
<tr>
<td>SR03</td>
<td>84,000</td>
<td>Monthly</td>
<td>$196.00</td>
<td>$2,352.00</td>
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<tr>
<td>SR04</td>
<td>67,000</td>
<td>Monthly</td>
<td>$156.00</td>
<td>$1,872.00</td>
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<td>125,000</td>
<td>Monthly</td>
<td>$292.00</td>
<td>$3,504.00</td>
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<tr>
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<td>Monthly</td>
<td>$303.00</td>
<td>$3,636.00</td>
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<tr>
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<td>Monthly</td>
<td>$152.00</td>
<td>$1,824.00</td>
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<tr>
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<td>67,000</td>
<td>Monthly</td>
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<td>$1,548.00</td>
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<tr>
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<td>Monthly</td>
<td>$96.00</td>
<td>$1,152.00</td>
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<tr>
<td>SR10</td>
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<td>Monthly</td>
<td>$17.00</td>
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<td>Monthly</td>
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<tr>
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<td>$1,404.00</td>
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<tr>
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<td>$848.00</td>
<td>$10,176.00</td>
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<tr>
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<td>120,000</td>
<td>Monthly</td>
<td>$280.00</td>
<td>$3,360.00</td>
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<tr>
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<td>Monthly</td>
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<td>$2,232.00</td>
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<td>Monthly</td>
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<td>$1,392.00</td>
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<td>$780.00</td>
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<td>Monthly</td>
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<td>$3,060.00</td>
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<td>$288.00</td>
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<td>29,000</td>
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<td>330,000</td>
<td>Monthly</td>
<td>$769.00</td>
<td>$9,228.00</td>
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<td>208,000</td>
<td>Monthly</td>
<td>$485.00</td>
<td>$5,820.00</td>
</tr>
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<td>110,000</td>
<td>Monthly</td>
<td>$257.00</td>
<td>$3,087.00</td>
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<tr>
<td>SR30</td>
<td>80,000</td>
<td>Monthly</td>
<td>$210.00</td>
<td>$2,520.00</td>
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<td>SR31</td>
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<td>Monthly</td>
<td>$10.00</td>
<td>$120.00</td>
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<td>SR32</td>
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<td>3,000</td>
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<td>$7.00</td>
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<tr>
<td>SR35</td>
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<td>Monthly</td>
<td>$1,235.00</td>
<td>$14,820.00</td>
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<td>Monthly</td>
<td>$268.00</td>
<td>$3,216.00</td>
</tr>
</tbody>
</table>

**TOTAL SQUARE FOOTAGE**: 4,116,000

**TOTAL ANNUAL COST**: $100,138.00

*All bids are presumed to include all applicable taxes.*
INVITATION FOR BIDS

Town of Chino Valley
Public Works Department
1982 Voss Drive
Chino Valley, Arizona 86323

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title: SR-89 Right-of-Way Landscape Maintenance Services

Release Date: Tuesday, May 23, 2023

Advertisement Dates: May 23 – May 26, 2023 – Prescott Daily Courier

Non-Mandatory Prospective Bidders’ Conference: Wednesday, May 31, 2023
10:00 a.m. (local time, Chino Valley, Arizona)
Public Work/Development Services Conference Room
1982 Voss Drive, #201
Chino Valley, Arizona 86323

Final Date for Inquiries: Friday June 2, 2023

Bid Deadline: Wednesday June 14, 2023
3:00 p.m. (local time, Chino Valley, Arizona)

Bid Opening: Wednesday June 14, 2023
3:00 p.m. (local time, Chino Valley, Arizona)

Town Representative: Scott Balck
Eng. Project Manager sbalck@chinoaz.net
928-636-3403, Ext. 3403

In accordance with the Town of Chino Valley Procurement Policy, competitive sealed Bids for the services specified herein will be received at the Town of Chino Valley Public Works Department at the above-referenced location until the date and time referenced above (the “Bid Deadline”). Bids received by the Bid Deadline shall be publicly opened, and the Bid Price read. Bids must be in the actual possession of the Public Works Department on, or prior to, the Bid Deadline. Late Bids will not be considered and will be returned unopened. Each Bid shall be submitted in a sealed envelope with the Solicitation Name and the Bidder’s name and address clearly indicated on the front of the envelope.

Copies of the Contract Documents, including plans and specifications, are available for download from the Town’s website at https://www.chinoaz.net/bids.aspx beginning Tuesday, May 23, 2023 at 7:00 a.m.

The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.
The Contract Documents are available for the sole purpose of obtaining Bids on the Work and do not confer any license or grant of use.
TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT

OFFER

The undersigned (the “Bidder”) hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands, and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids (“IFB”), the Contract formed hereby (as defined below), and any amendments thereto, together with all Exhibits, Specifications, Plans, and other documents included as part of this Contract (the “Contract Documents”).

For Bid clarification, contact:

Matt Koehler, Titan Landscaping
Name

928-713-9701
Telephone

928-771-1070
Facsimile

Matt@TitanLandscaping.net
Email

Authorized Signature for the Contractor

Matt Koehler
Printed Name

President
Title

ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)

Effective Date: ___________ Contract No.: ___________ Official File: ___________

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST: Erin N. Deskins, Town Clerk

APPROVED AS TO FORM: Andrew J. McGuire, Town Attorney
ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the Town of Chino Valley Public Works Department to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification, or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order, or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, and (vii) any Plans, Specifications, or other documents attached, appended, or incorporated herein by reference. Alternate or optional bid items will become part of this Contract only if they are accepted by the Town in writing on the Price Sheet.

1.7 “Contractor” means the individual, partnership, corporation, or limited liability company that has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.

1.8 “Day(s)” means calendar day(s) unless otherwise specified.

1.9 “Invitation for Bids” or “IFB” means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the Town’s Procurement Policy.

1.10 “Materials” means any personal property, including equipment, materials, replacements, and supplies provided by the Contractor in conjunction with this Contract, and shall include, in addition to materials incorporated in the Project, equipment, and other material used and/or consumed in the performance of Services or Work.

1.11 “Multiple Award” means an award of an indefinite-quantity contract for one or more similar products, commodities, or Services to more than one Bidder.
1.12 “Price” means the total expenditure for a defined quantity of a commodity or service.

1.13 “Procurement Administrator” means a Town employee who has specifically been designated to act as a contact person to the Bidders and/or the Contractor relating to their IFB.

1.14 “Procurement Agent” means the Town Manager or authorized designee.

1.15 “Procurement Policy” means the Town’s Procurement Policy, as amended from time to time.

1.16 “Project” means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.17 “Qualifying Party” means an employee within the organization licensed in the categories included in this contract as defined by the State of Arizona Structural Pest Control Commission.

1.18 “Services” means the furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include “professional and technical services” as defined in the Procurement Policy.

1.19 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply, or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.20 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.21 “Town” means the Town of Chino Valley, an Arizona municipal corporation.

1.22 “Town Representative” means the Town employee who has specifically been designated to act as a contact person to the Town’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under this Contract and for providing information regarding details pertaining to the Work.

1.23 “Work” means all labor, Materials, and equipment incorporated or to be incorporated in the Project necessary to accomplish the Services required by this Contract.

**ARTICLE II – BID PROCESS; BID AWARD**

2.1 **Purpose/Scope of Work.** The purpose of this IFB is to secure one or more qualified, licensed Contractors to furnish labor, equipment, and material needed to provide landscape maintenance services along State Route 89 right-of-way through the Town of Chino Valley (the “Services”) as more particularly described in the Scope of Work, attached hereto as Exhibit A, and
incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the Town’s needs. The Town does not guarantee any minimum or maximum amount of Services that the Town will request pursuant to the Contract. Due to the large number of areas covered by this Contract, Bidders are strongly encouraged to visit each site. A map with addresses, location information, and drawings is included as part of the Scope of Work. It is the Contractor’s responsibility to examine and be familiar with each area’s general conditions, improvements, and amenities.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town, including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or the Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met:

A. Irregular/Non-responsive Bids. The Town will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience, or requirements to perform the Services or provide the Materials.

2. Bidder has a record of failing to fully perform or fulfill contractual obligations.


4. Bid submission contains false, inaccurate, or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required, and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder’s responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents to be considered a responsive Bid:
1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).

2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).

3. Licenses; Certifications; DBE/WBE Status (Exhibit C).

4. References (Exhibit D).

5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

6. Contact information, including names, titles, office and mobile telephones, and email addresses, for the Bidder’s owner, primary account representatives, and at least one reliable backup contact.

7. Names and titles of the employees that meet the requirements of Sections 3.17(Z)(1)(b) and 3.17(Z)(2)(c).

8. Monthly herbicide application report: one blank and at least one completed example.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid, and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an original, signed Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed or hand-delivered to the following address: Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email), or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email), or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered,
amended, or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Policy.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work, or other Contract Documents, shall be submitted in writing or via email, directed to Scott Balck, Engineering Project Manager, at sbalck@chinoaz.net. Verbal or telephone inquiries directed to Town staff will not be answered. Within two business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via email will be mailed, sent via facsimile, and/or emailed to all parties who obtained an IFB package from the Town and who legibly provided a mailing address, facsimile, and/or email address to the Town. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Bidder submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page, and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder’s responsibility to check for addenda issued to this IFB. Any addendum issued by the Town concerning this IFB will be available at:

Town of Chino Valley
1982 Voss Drive, Chino Valley, Arizona 86323

And on the Town’s website at https://www.chinoaz.net/Bids.aspx.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the Town Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data, and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products, and equipment include the phrase “or equal,” Bidder may bid upon and use Materials, articles, products, and equipment that will perform equally the duties imposed by the general design. The Town Representative will have the final approval of all Materials, articles, products, and equipment proposed to be used as an “equal.” No such “equal” shall be purchased or installed without prior, written approval from the Town Representative. Approvals for “equals”
before Bid Opening may be requested in writing to the Town Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product, or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal, including any drawings, performance and test data, and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. **Bid Quantities.** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders’ Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders’ Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect, and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse the Contractor from any of the obligations or liabilities hereunder, or (3) entitle the Contractor to any damage or compensation except as may be provided in this Contract.

2.5 **Prospective Bidders’ Conference.** A Prospective Bidders’ Conference may be held. If scheduled, the date and time of the Prospective Bidders’ Conference will be indicated on the cover page of this IFB. The Prospective Bidders’ Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders’ Conference. Bidders are strongly encouraged to attend those Prospective Bidder’s Conferences designated as non-mandatory. The purpose of the Prospective Bidders’ Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town’s requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders’ Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 **New Materials.** All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 **Pricing.** Work shall be provided at the prices set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable, and include all applicable transaction privilege, sales, or use taxes. In the event of a disparity between the unit price and the extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 **Payment; Discounts.** Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The Town shall be entitled to take advantage of any payment discount
offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the “Federal Requirements”). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures, or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting, or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.12 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town’s Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Bidder in writing of such determination.

2.14 Bidder Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. Bidders shall provide license and certification information with the Bid, attached as Exhibit C, and incorporated herein by reference. Upon the Town’s request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.
A. **Experience and References.** Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total Bid Price does not include any Town allowances identified. For the purpose of this Solicitation, “successful completion” means completion of a project within the established schedule and budget, and “similar projects” resemble this Project in size, nature, and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. These references will be checked, and it is Bidder’s responsibility to ensure that all information is accurate and current. Bidder authorizes the Town’s representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. **Investigation.** The Town’s representative may conduct any investigation deemed necessary to determine the Bidder’s ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

2.16 **Certification.** By submitting a Bid, the Bidder certifies:

A. **No Collusion.** The submission of the Bid did not involve collusion or other anti-competitive practices.

B. **No Discrimination.** It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. **No Gratuity.** It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a Town employee, officer, agent, or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Subsection 3.15(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. **Financial Stability.** It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. **No Signature/False Statement.** The signature on the Bid Offer is genuine. Failure to sign the Bid Offer or signing it with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the Town.

2.17 **Award of Contract.**

A. **Multiple Award.** The Town may, at its sole discretion, accept Bidder’s Offer as part of a Multiple Award.

B. **Line Item Option.** Unless the Bidder’s Offer indicates otherwise, or unless specifically provided within the Contract, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.
TOWN OF CHINO VALLEY
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The Town’s flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the Town’s sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates selected by the City, if any, and taxes, but excluding “as-needed” services requested by the City, and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof, and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions, and specifications contained in this IFB and the Bidder’s responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for 90 Days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the Town Procurement Policy.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the Town and remain in full force and effect for one year thereafter (the “Initial Term”), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a “Renewal Term”) if (1) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (2) at least 30 Days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend this Contract for an additional one-year term, and (3) the Town approves the additional one-year term in writing (including any price adjustments), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Contractor’s failure to seek a renewal of this Contract shall cause this Contract to terminate at the end of the then-current term of this Contract; provided, however, that the Town may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (1) the Town is not currently in default, nor has been in default at any time
prior to the Renewal Term, under any of the terms or conditions of this Contract, and (2) any and all Contractor claims, known and unknown, relating to this Contract, and existing on or before the commencement date of the Renewal Term are forever waived.

3.2 **Compensation.** The Town shall pay the Contractor for Services completed and accepted by the Town at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the Town.

3.3 **Payments.**

A. **Generally.** The Contractor will be paid monthly based on the monthly invoices the Contractor submits to the Street Superintendent. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and include the Work Order number authorizing the transaction and shall be delivered to the Town Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. Excluding traffic control for extra work, traffic control costs must be included as part of the Contract’s monthly landscape maintenance costs. The Contractor must prepay all transportation charges. If an invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

B. **Extra Work.** The Contractor shall bill the Town for Street Superintendent-authorized extra work performed each month, by area and scope of work, by separate invoice from the monthly landscape maintenance invoices. The Contractor may bill multiple extra work projects on a single itemized invoice, with separate line items for each extra work project. The Town will pay the Contractor based on these separate extra work invoices.

3.4 **Documents.** All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Contract shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Contractor.

3.5 **Safety Plan.** The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

3.6 **Contractor Personnel.** In addition to any applicable Specific Provisions in Section 3.17(Z), the Contractor shall provide experienced personnel capable of and devoted to the successful performance of the Services under this Contract. The Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels. The Contractor agrees that, upon commencement of the Services to be performed under this Contract, Key Personnel will not be
removed or replaced without prior written notice to the Town. The term “Key Personnel” means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer, and supervisory personnel. At least two of the Bidder’s Key Personnel must have a minimum of three years’ experience in similar projects (defined above), and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town’s representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, the Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the Town at reasonable times during the Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

3.8 Licenses; Permits. The Contractor shall maintain in current status, for the duration of this Contract and any subsequent extension, all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. Copies of all Contractor licenses and permits shall be submitted with the Bid. Failure to submit copies thereof may cause the Bid to be deemed non-responsive. The Town has no obligation to provide the Contractor, its employees, or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. Licenses and permits shall include, but are not necessarily limited to, the following:

A. Arizona State Registrar of Contractor’s License. The Contractor shall hold, at a minimum, a valid CR-21 Landscaping and Irrigation Systems License as issued by the Arizona State Registrar of Contractors. The Contractor shall provide a copy of their Contractor’s License with the Bid, attached as Exhibit C. Failure to provide a copy may deem the proposal non-responsive.

B. Pesticide Business License. The Contractor shall have a valid Right-of-Way Pesticide Business License issued by the Pest Management Division of the Arizona Department of Agriculture. The Contractor shall provide a copy of their Right-of-Way Pesticide Business License with the Bid, attached as Exhibit C. Failure to provide a copy may deem the proposal non-responsive.

C. Qualified Applicator(s). The Contractor’s Qualified Applicator(s) shall be employed by the Contractor. The Contractor shall provide a copy of the name(s) and license number(s) of their Qualified Applicator(s), as issued by the Pest Management Division of the Arizona Department of Agriculture, with the Bid, attached as Exhibit C. Failure to provide a copy may deem the proposal non-responsive.

D. Qualifying Party. The Contractor’s Qualifying Party shall be employed by the Contractor. The Contractor shall provide a copy of the name and license number of their Qualifying Party, as issued by the Pest Management Division of the Arizona Department of
Agriculture, with the Bid, attached as Exhibit C. **Failure to provide a copy may deem the proposal non-responsive.**

3.9 **Materials; Equipment.**

A. **General.** The Contractor shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

1. **Vehicles and Equipment.**

   a. All vehicles shall have standard signage as required by the Office of Pest Management.

   b. The Contractor shall use trucks and vehicles licensed for use on public streets.

   c. Vehicles and equipment shall be equipped with safety and directional lighting appropriate for the Work performed.

   d. Vehicles and equipment used by the Contractor shall have signage on the left and right sides identifying the Contractor’s company name or logo in sufficient size to indicate the nature of the business and work performed.

   e. The Contractor shall provide and maintain, during the entire period of this Contract, equipment and vehicles sufficient in number, operational condition, and capacity to efficiently perform the Work in a safe manner and render satisfactory quality and timely services required by this Contract.

   f. All Contractor employees shall be competent and have sufficient skill, knowledge, and experience in the proper and satisfactory operation of the vehicles and equipment necessary to perform the Work or Services required under this Contract. Equipment and vehicles used on any portion of the contracted areas shall be such that they will not damage property adjacent to the Work areas outlined in the Scope of Work.

   g. All vehicles shall be maintained in good repair, appearance, and sanitary condition at all times. Truck beds and trailers shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected. Equipment, machinery, component, or system failures that affect the safe operation of any equipment shall be corrected prior to usage.

2. **Chemicals.** All chemical controls shall be applied under the supervision of a licensed and qualified pest control applicator, following the procedures set forth in the labeling of the product, as required by law. The Contractor shall provide the Street Superintendent with a copy of the label and the Safety Data Sheet (SDS) for each
pesticide used as part of this Contract a minimum of five working days prior to the product’s use.

3.10 Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Contractor warrants that the Services rendered will conform to the requirements of this Contract and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

3.11 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”) for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes, or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.12 Changes; Cancellation. The Town reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for the Contractor’s performance, an acceptable adjustment shall be made, and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the Town agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the Town or for lost profits, shipment of product, or costs incurred prior to issuance of a Work Order.

3.13 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Contract at the Town’s option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the
Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. **Additional Insured.** All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

4. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Contract.

5. **Primary Insurance.** The Contractor’s insurance shall be primary insurance with respect to performance of this Contract and in the protection of the Town as an Additional Insured.

6. **Claims Made.** In the event any insurance policies required by this Contract are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. **Waiver.** All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, and employees for any claims arising out of the Work or Services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. **Use of Subcontractors.** If any Work under this Contract is subcontracted in any way, the Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance
requirements set forth herein protecting the Town and the Contractor. The Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. **Evidence of Insurance.** Prior to commencing any Work or Services under this Contract, the Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by the Contractor’s insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be the Contractor’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A $25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The Town, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:


   (ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

   (iii) Excess Liability - Follow Form to underlying insurance.

b. The Contractor’s insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials, and employees for any claims arising out of Work or Services performed by the Contractor under this Contract.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor
to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. **Endorsements.** The Contractor shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Subsection.

**B. Required Insurance Coverage.**

1. **Commercial General Liability.** The Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. **Vehicle Liability.** The Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3. **Professional Liability.** If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors, and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.
4. **Workers’ Compensation Insurance.** If the Contractor employs anyone who is required by law to be covered by workers’ compensation insurance, the Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor’s employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

C. **Cancellation and Expiration Notice.** The Contractor shall provide at least 30 Days’ prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

3.14 **Applicable Law; Venue.** This Contract shall be governed by the laws of the State of Arizona, and suit pertaining to this Contract may be brought only in courts in Yavapai County, Arizona.

3.15 **Termination; Cancellation.** The Town may, by written notice to the Contractor as set forth in this Section, terminate this Contract in whole or in part.

A. **For Town’s Convenience.** This Contract is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Contractor of written notice by the Town. Upon termination for convenience, the Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. **For Cause.** If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party, and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

C. **Due to Work Stoppage.** This Contract may be terminated by the Town upon 30 days’ written notice to the Contractor in the event that the Services are permanently abandoned. If the Contractor abandons the Services without the consent of the Town, the Contractor shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to (1) the difference between the cost of a replacement Contractor to complete the Services and the Contract Price for the Contractor under this Contract; and (2) any additional charges, costs, fees, or expenses for labor, materials, or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Contractor. The Town shall use its best efforts to replace the Contractor within a reasonable time.
D. Conflict of Interest. This Contract is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Town or any of its departments or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party of this Contract with respect to the subject matter of the Contract.

E. Gratuities. The Town may, by written notice to the Contractor, cancel this Contract if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Contract. In the event this Contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. Contract Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Contract as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Contract are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Contract. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The Town shall keep the Contractor informed as to the availability of funds for any other purpose and the Town’s termination of this Contract pursuant to this Section.

G. Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Contractor shall (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Contractor of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Contractor will be without liability or legal exposure to the Contractor. The Contractor shall appraise the work it has completed and submit the appraisal to the Town for evaluation.
3.16 Suspension of Work.

A. Order to Suspend. The Town may, for its convenience, order the Contractor, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

B. Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Contract, or by its failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (1) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which a change order is executed.

3.17 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the Town. The Contractor, its employees, and Subcontractors are not entitled to workers’ compensation benefits from the Town. The Town does not have the authority to supervise or control the actual Work of the Contractor, its employees, or Subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Contract so long as the Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and the Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes, or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future Town and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor; however, Change Orders may be issued and approved administratively by the Town when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included
herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by the Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Contract by the Contractor.

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior, written approval of the Town. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the Town to insist upon the strict performance of any term or condition of this Contract, or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the Town’s acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Contract.

J. Attorneys’ Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys’ fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
K. **Liens.** All Services or Materials shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

L. **Offset.**

1. **Offset for Damages.** In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts the Contractor owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. **Offset for Delinquent Fees or Taxes.** The Town may offset from any money due to the Contractor any amounts the Contractor owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

M. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona  86323
Attn:  Cecilia Grittman, Town Manager

With copy to:  GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona  85004-2553
Attn:  Andrew J. McGuire

If to the Contractor: _________________________________
_________________________________
_________________________________
Attn: ____________________________
or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.
N. **Overcharges by Antitrust Violations.** The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. **Force Majeure.** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Subsection 3.17(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. **Late Delivery.** Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

2. **Late Performance.** Late performance by a Subcontractor, unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.17(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.17(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Contractor’s duties under this Contract. Persons requesting such information should be referred to the Town. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under this Contract.

Q. **Records and Audit Rights.** To ensure that the Contractor and its Subcontractors are complying with the warranty under Subsection 3.17(R) below, the Contractor’s
and its Subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors’ employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments, or claims based on the Contractor’s and its Subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract, and (2) evaluation of the Contractor’s and its Subcontractors’ compliance with the Arizona employer sanctions laws referenced in Subsection 3.17 (R) below. To the extent necessary for the Town to audit Records as set forth in this Subsection, the Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors’ facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to the Contractor pursuant to this Contract. The Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Subsection. The Town shall give the Contractor or its Subcontractors reasonable advance notice of intended audits. The Contractor shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. E-verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). The Contractor’s or its Subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Town.

S. Israel. To the extent Ariz. Rev. Stat. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Contract to not engage in, a “boycott” of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

T. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any Town-approved Purchase Order, the Price Sheet, any Town-approved Work Orders, invoices, and the Contractor’s response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific quantities, configurations, or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If this Contract is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.
U. **Time is of the Essence.** The timely completion of the Project is of critical importance to the economic circumstances of the Town.

V. **Meaning of Terms.** References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

W. **Non-Exclusive Contract.** This Contract is entered into with the understanding and agreement that it is for the sole convenience of the Town of Chino Valley. The Town reserves the right to obtain like goods and Services from another source when necessary.

X. **Cooperative Purchasing.** Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. The Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and the Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Contract. The Town shall not be responsible for any disputes arising out of transactions made by others.

Y. **Forced Labor of Ethnic Uyghurs.** To the extent applicable under Ariz. Rev. Stat. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees for the duration of this Contract that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Contract shall terminate unless the termination date of this Contract occurs before the end of the remedy, in which case this Contract terminates on the termination date of this Contract.

Z. **Special Provisions.**

1. **Safety and Traffic Control.**

   a. The Contractor shall be fully responsible and liable for controlling traffic for this Contract in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), any Special Provisions included herein, and as required by the Arizona Department of Transportation (ADOT). The Contractor shall submit and receive an ADOT-authorized Traffic Control Plan (TCP) before beginning contract Work as necessary. Under this Contract, traffic includes all
motor vehicles, bicyclists, and pedestrians along Town roadways, bike lanes, paths, and sidewalks.

b. The Contractor shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the Work area effectively and that motorists, bicyclists, pedestrians, and workers are protected from hazards and accidents.

c. The Contractor shall use the appropriate traffic barricading as set forth in the MUTCD and comply with the safety standards in American National Standard Institute (ANSI) 133.1 for all Work performed along roadways and within rights-of-way. All traffic control shall be submitted to ADOT for review and authorization. Copies of all ADOT-authorized traffic control plans shall be provided to the Street Superintendent a minimum of five working days prior to the start of Work.

d. It may be necessary to alter traffic control as authorized by ADOT. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the MUTCD; “Traffic Control for Streets and Highway Construction and Maintenance Operations,” and the latest edition of the ADOT Traffic Control Manual. The most restrictive manual shall apply.

e. The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, or driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Pedestrian access shall always be maintained along the length of the project per the requirements of the Americans with Disabilities Act (ADA).

f. The Contractor’s employees shall wear reflectorized vests in accordance with ANSI standards.

2. Contractor Personnel.

a. Contractor Employees. The Contractor’s employees shall have adequate experience and skill to perform the Work. In addition, the Contractor shall provide adequate staffing to perform the Work safely and render satisfactory quality and timely services required by this Contract. The Contractor’s employees and subcontractors shall not identify themselves as Town employees. Employees shall conduct themselves in such a manner as to avoid embarrassment to the Town and shall be courteous to the Town staff and the public.

b. Contractor Job Site Supervisor(s). The Contractor’s Job Site Supervisor(s) shall possess industry-standard knowledge of grass mowing, weed removal, herbicide application, general landscape maintenance, and clean up, and be able to communicate in English, interact with Town personnel, and maintain
written schedules. Qualifications shall be assessed for this position, and the assessment will directly impact any possible and applicable future contract extensions.

c. Minimum Experience, Certification, and License Requirements. The Contractor shall provide one Landscape Maintenance Supervisor with at least five years of experience in landscape maintenance supervision, who must be able to read, write, and speak English effectively; at least one employee with an Arizona Structural Pest Control Commission Qualifying Party license in the following categories: B5-Turf, Ornamental, and B3-Weed; and at least one employee with an Arizona Structural Pest Control Commission license, who shall have at least six months of experience as a Spray Applicator must be able to submit written plans and reports in English.

d. Contractor Employee Conduct and Dress Code. The Contractor shall furnish the Town with a current employee list upon the issuance of this Contract and shall update the list every time a staff change occurs. The Contractor’s employees shall maintain proper conduct at all times. Employees shall respect other personnel in the Work area and not use abusive or inappropriate language and gestures toward other personnel. The failure of the Contractor to meet this requirement shall result in the permanent removal of the employee violating this provision while performing the Work. Only the Contractor’s authorized employees are allowed in the Work areas. They shall not be accompanied in any Work area by non-employee minors, acquaintances, family members, or other persons. The failure of the Contractor to meet this requirement shall result in the permanent removal of any employee violating this provision while performing the Work. Employees shall dress neatly with badges or uniforms that identify them as the Contractor’s employees and wear the appropriate safety apparel and personal protective equipment.

3. Business Hours of Operation. The Street Superintendent’s work schedule is Monday through Thursday, 6:00 a.m. to 4:30 p.m., but is subject to change. This does not include Town holidays and personal time off.

4. Performance During Inclement Weather. During periods when excessive rainfall or snow hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by the weather. The prime factors in assigning Work shall be the safety of the workforce and damage to landscaping. During periods of excessive rainfall, the Contractor shall remove debris from storm water conveyance infrastructure, including retention and detention basins, ditches, drains, grates, channels, pipes, and culverts, and remove minor silt and debris from hardscaped areas, including driveways, sidewalks, paths, and curb-and-gutter areas, and keep all draining areas clear and in operating condition. The Contractor shall make every effort to make up monthly scheduled work delayed or postponed due to inclement weather.

5. Communication.
a. **Local Office.** During the term of this Agreement, the Contractor shall establish and maintain a local office within Yavapai County. The Contractor’s office shall have email capability.

b. **Contact Person.** The Contractor shall designate a representative to serve as the Street Superintendent’s primary point of contact for communicating with the Contractor.

6. **Annual Service Schedule.** All Work shall be completed on the scheduled day or week and performed to the highest standards. All schedules and work plans must be authorized by ADOT and the Street Superintendent. The Contractor shall, within 10 working days after the effective date of this Contract, and if applicable, each year this Contract is renewed, submit an Annual Landscape Maintenance Service Schedule to the Street Superintendent to review and authorize. The Annual Landscape Maintenance Service Schedule shall be based on a 12-month, 52-week calendar identifying and delineating the time frames for the required Work by area, including any special or seasonal landscape maintenance services detailed herein. The Contractor shall submit revised annual service schedules to the Street Superintendent as needed. Annual service schedule changes shall be submitted to the Street Superintendent for review and authorization at least five working days before the revised service schedule starts.

7. **Monthly Herbicide Application Reports.** The Contractor shall prepare and provide separate monthly Herbicide Application Reports to the Street Superintendent. The reports must include but are not limited to, the date and time of the application, the weather conditions, the name of the applicator, the application area(s), the targeted plants (species), the name of the product(s) applied, the number of gallons of concentrated product applied, and the total number of gallons of mixed product and water applied.

8. **Construction Activity and Maintenance Function.** If construction activity prevents or limits the Contractor from performing certain maintenance operations, the Town, at its discretion, may remove, temporarily or permanently, the affected areas or maintenance functions from this Contract, and the Contract Price shall be reduced pro-rata as of the date the change became effective. The Town may also request the Contractor to modify maintenance operations, perform other maintenance operations, or perform additional frequencies of other maintenance operations, in lieu of reducing the Contractor’s payment.

9. **Changes in Service.** The Town reserves the right to make additions, deletions, and revisions to and/or otherwise modify the landscape maintenance service specifications, including adding and removing areas from the Scope of Work. The Town shall issue an official written contract modification for any service changes.

10. **Extra Work.** The Contractor shall submit a written scope of work and cost proposal for pre-authorization by the Street Superintendent before starting extra work and shall be attached hereto as Exhibit F and incorporated herein by reference. Extra work shall generally include but is not limited to general clean-up, removal, and disposal
of litter and debris, clearing plant growth by mowing, trimming, edge trimming, and weed control treatment.


a. The Town shall coordinate with ADOT to “obtain a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the Town within the State’s right-of-way.”

b. The Contractor shall:

i. Coordinate with ADOT’s Northwest District Permits office (northwestpermit@azdot.gov) to obtain an annual ROW blanket permit for landscape maintenance services.

ii. Provide ADOT with the information necessary for an annual blanket encroachment permit, including, but not limited to, a blanket encroachment permit application, appropriate insurance with endorsements, traffic control plans (per MUTCD standards), maps of the limits of the landscape maintenance services Scope of Work, and additional information if and as required by ADOT.

iii. Provide the ADOT area permits office with a work notification form and a traffic control plan at least three working days before starting Work.

iv. Follow all ADOT permit requirements. Failure to comply may result in ADOT issuing a work stoppage until the reason for the stoppage is corrected to ADOT’s satisfaction.

v. Provide the Street Superintendent a copy of the ADOT authorization to work under the Town’s annual Blanket Permit at least five days before starting work.

12. Work Hours. The Contractor shall perform Work at such times as to minimize disturbances and interference to residents, businesses, government operations, and vehicular, bicycle, and pedestrian circulation. Certain areas and maintenance tasks may have work-hour restrictions. Workdays and hours along SR-89 right-of-way must be authorized by ADOT.
EXHIBIT A
TO
INVITATION FOR BIDS
FOR
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Scope of Work]

See following pages.
SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES

1. GENERAL INFORMATION

1.1 The awarded Contractor shall furnish labor, equipment, and material needed to provide landscape maintenance services along State Route 89 right-of-way through the Town of Chino Valley.

1.2 Landscape maintenance services include general cleanup, removal, and disposal of litter and debris, clearing plant growth by mowing, trimming, and edge trimming, and weed control treatment.

1.3 Scope of Work areas include medians, roundabouts, storm water collection, conveyance, and storage (retention/detention) areas, and other naturalized areas in State Route 89 right-of-way. Maps identifying each Work area are included in this Scope of Work.

1.4 Although the square footage for each area is included herein, it is the Contractor’s responsibility to verify each area’s location, size, condition, accessibility, improvements, amenities, and other pertinent details.

1.5 The Contractor shall have and maintain an email capability sufficient to handle the work capacity covered by this Contract and shall be able to receive work requests and other Contract-related communication via email.

2. CONTRACT AREAS

2.1 State Route 89 Right-of-Way. Landscape maintenance along State Route 89 is separated into 36 defined areas. Following is the list of areas, SR01 through SR36, along with five descriptive attributes, (a) through (e), where (a) is the area’s north and south extents, (b) is the area’s relation to milepost signs, (c) is the area’s location either east, west, or in the middle of SR-89, (d) is the area’s boundary description, and (e) is the area’s estimated square footage.

A. SR01
   1. Mile Post 324 to Kalinich Avenue
   2. Includes, and north of, Mile Post 324
   3. East side of SR89
   4. Mile Post 324 sign to Kalinich Avenue Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended varying approximately 55 to 75 feet off back of curb or edge of shoulder.
   5. Area: 200,000 SF

B. SR02
   1. Kalinich Avenue to Road 4 ½ South
   2. Between Mile Posts 324 and 325
3. East side of SR89
4. Kalinich Avenue to Road 4 ½ South Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 75 to 80 feet off back of curb or edge of shoulder.
5. Area: 132,000 SF

C. SR03
1. Road 4 ½ South to Gheral Brownlow Drive
2. Between Mile Posts 324 and 325
3. East side of SR89
4. Road 4 ½ South to Gheral Brownlow Drive Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 60 to 75 feet off back of curb or edge of shoulder.
5. Area: 84,000 SF

D. SR04
1. Gheral Brownlow Drive to Road 4 South
2. Includes Mile Post 325
3. East Side of SR89
4. Gheral Brownlow Drive to Road 4 South, from edge of shoulder or back of curb to fence or fence line extended – varying approximately 30 to 70 feet back-curb.
5. Area: 67,000 SF

E. SR05
1. Road 4 South to Road 3 South
2. Between Mile Posts 325 and 326
3. East side of SR89
4. Road 4 South to Road 3 South Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 30 to 70 feet off back of curb.
5. Area: 125,000 SF

F. SR06
1. Road 3 South to Road 2 South
2. Includes Mile Post 326
3. East side of SR89
4. Road 3 South to Road 2 South Right-of-Way, from back of curb to fence or fence line extended - varying approximately 40 to 60 feet off back of curb.
5. Area: 130,000 SF

G. SR07
1. Road 2 South to Road 1 South
2. Between Mile Posts 326 and 327
3. East side of SR89
4. Road 2 South to Road 1 South Right-of-Way, from back of curb to fence or fence line extended - varying approximately 45 to 70 feet off back of curb.
5. Area: 65,000 SF

H. SR08
1. Road 1 South to Center Street
2. Includes Mile Post 327
3. East side of SR89
4. Road 1 South to Center Street Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present, or fence or fence line extended - varying approximately 10 to 50 feet off back of curb.
5. Area: 67,000 SF

I. SR09
1. Center Street to Road 1 North
2. Between Mile Posts 327 and 328
3. East side or SR89
4. Center Street to Road 1 North Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present, or fence or fence line extended - varying approximately 10 to 55 feet off back of curb.
5. Area: 41,000 SF

J. SR10
1. Road 1 North to Road 2 North
2. Includes Mile Post 328
3. East side of SR89
4. Road 1 North to Road 2 North Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present, or fence or fence line extended - varying approximately 10 feet off back of curb.
5. Area: 7,000 SF

K. SR11
1. Road 2 North to Perkinsville Road
2. Between Mile Posts 328 and 329
3. East side of SR89
4. Road 2 North to Perkinsville Road Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present - varying approximately 15 feet off back of curb.
5. Area: 48,000 SF

L. SR12
1. Perkinsville Road to Road 3 North
2. Includes Mile Post 329
3. East Side of SR89
4. Perkinsville Road to Road 3 North Right-of-Way, from back of curb to fence or fence line extended - varying approximately 75 to 110 feet off back of curb.

5. Area: 50,000 SF

M. SR13
1. Road 3 North to Road 4 North
2. Includes Mile Post 330
3. East side of SR89
4. Road 3 North to Road 4 North Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 65 to 80 feet off back of curb or edge of shoulder.

5. Area: 364,000 SF

N. SR14
1. Road 4 North to Mile Post 330.5
2. Between Mile Posts 330.5 and 331
3. East Side of SR89
4. Road 4 North to Mile Post 330.5 Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 75 to 80 feet off back of curb or edge of shoulder.

5. Area: 120,000 SF

O. SR15
1. MP324 to Kalinich Avenue
2. Includes Mile Post 324
3. Middle of SR89
4. Mile Post 324 sign to Kalinich Avenue Right-of-Way, median, edge of shoulder, or behind back of curb.

5. Area: 110,000 SF (55,000 SF native grasses, 55,000 SF decorative rock)

P. SR16
1. SR89 at Kalinich Avenue
2. Between Mile Post 324 and 325
3. Middle of SR89
4. SR89 at intersection with Kalinich Avenue Right-of-Way, roundabout and triangular median to east, behind back of curb.

5. Area: 18,000 SF

Q. SR17
1. Kalinich Avenue to Road 4 ½ South
2. Between Mile Posts 324 and 325
3. Middle of SR89
4. Kalinich Avenue to Road 4 ½ South Right-of-Way, median, behind back of curb.

5. Area: 80,000 SF
R. **SR18**
1. Road 4 ½ South to Gheral Brownlow Drive
2. Between Mile Posts 324 and 325
3. Middle of SR89
4. Road 4 ½ South to Gheral Brownlow Drive Right-of-Way, median, behind back of curb.
5. Area: 50,000 SF

S. **SR19**
1. Gheral Brownlow Drive to Road 4 North
2. Includes Mile Post 325
3. Middle of SR89
5. Area: 50,000 SF

T. **SR20**
1. SR89 at Road 4 North
2. Between Mile Posts 325 and 326
3. Middle of SR89
4. SR89 at intersection with Road 4 North Right-of-Way, roundabout and triangular medians to east and west, behind back of curb.
5. Area: 28,000 SF

U. **SR21**
1. Road 4 South to Road 3 South
2. Between Mile Posts 325 and 326
3. Middle of SR89
4. Road 4 South to Road 3 South Right-of-Way, multiple medians, behind back of curb.
5. Area: 110,000 SF

V. **SR22**
1. Road 3 South to Road 2 South
2. Includes Mile Post 326
3. Middle of SR89
4. Road 3 South to Road 2 South Right-of-Way, multiple medians, behind back of curb.
5. Area: 110,000 SF

W. **SR23**
1. Road 2 South to Road 1 South
2. Between Mile Posts 326 and 327
3. Middle of SR89
4. Road 2 South to Road 1 South Right-of-Way, multiple medians, behind back of curb.
5. Area: 75,000 SF
X.  SR24  
1.  Road 1 South to Fletcher Court  
2.  Includes Mile Post 327  
3.  Middle of SR89  
4.  Road 1 South to Fletcher Court Right-of-Way, multiple medians – including concrete medians to north and south, behind back of curb.  
5.  Area:  11,000 SF

Y.  SR25  
1.  SR89 at Perkinsville Road  
2.  Between Mile Posts 328 and 329  
3.  Middle of SR89  
4.  SR89 at intersection with Perkinsville Road Right-of-Way, roundabout and triangular concrete medians to north, east, south, and west, behind back of curb.  
5.  Area:  13,000 SF

Z.  SR26  
1.  SR89 at Road 4 North  
2.  Between Mile Posts 330 and 331  
3.  Middle of SR89  
4.  SR89 at intersection with Road 4 North Right-of-Way, roundabout and triangular medians to north, east, south, and west, behind back of curb.  
5.  Area:  29,000 SF

AA.  SR27  
1.  MP324 to Outer Loop Road  
2.  Includes Mile Posts 324 and 325  
3.  West side of SR89  
4.  Mile Post 324 to Outer Loop Road Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 35 to 75 feet off back of curb or edge of shoulder.  
5.  Area:  330,000 SF

BB.  SR28  
1.  Outer Loop Road to Road 2 South  
2.  Includes Mile Post 326  
3.  West side of SR89  
4.  Outer Loop Road to Road 2 South Right-of-Way, from back of curb to fence or fence line extended – varying approximately 45 to 55 feet off back of curb.  
5.  Area:  208,000 SF

CC.  SR29  
1.  Road 2 South to Road 1 South  
2.  Between Mile Posts 326 and 327  
3.  West side of SR89
4. Road 2 South to Road 1 South Right-of-Way, from back of curb to fence or fence line extended – varying approximately 30 to 45 feet off back of curb.
5. Area: 110,000 SF

DD. SR30
1. Road 1 South to Center Street
2. Includes Mile Post 327
3. West side of SR89
4. Road 1 South to Center Street Right-of-Way, from back of curb to fence or fence line extended – varying approximately 20 to 65 feet off back of curb.
5. Area: 80,000 SF

EE. SR31
1. Center Street to Road 1 North
2. Between Mile Posts 327 and 328
3. West side or SR89
4. Center Street to Road 1 North Right-of-Way, from back of curb to fence or fence line extended – varying approximately 20 feet off back of curb. Work shall be performed in the right-of-way in front of the property located at 424 N. State Route 89, parcel number 306-23-052D.
5. Area: 4,000 SF

FF. SR32
1. Road 1 North to Road 2 North
2. Includes Mile Post 328
3. West side of SR89
4. Road 1 North to Road 2 North Right-of-Way, from back of curb to fence or fence line extended – varying approximately 15 feet off back of curb.
5. Area: 12,000 SF

GG. SR33
1. Road 2 North to Perkinsville Road
2. Between Mile Posts 328 and 329
3. West side of SR89
4. Road 2 North to Perkinsville Road Right-of-Way, from back of curb to fence or fence line extended – varying approximately 15 feet off back of curb. Work shall be performed in the right-of-way in front of properties located at 1450 N. State Route 89, parcel number 306-20-018, and 1468 N. State Route 89, parcel number 306-20-014B.
5. Area: 5,700 SF

HH. SR34
1. Perkinsville Road to Road 3 North
2. Includes Mile Post 329
3. West Side of SR89
4. Perkinsville Road to Road 3 North Right-of-Way, from back of curb to approximately 2 feet behind back of concrete sidewalk at northwest corner of roundabout – varying approximately 7 to 25 feet behind back of curb.
5. Area: 3,000 SF

II. SR35
1. Road 3 North to Road 4 North
2. Includes Mile Post 330
3. West side of SR89
4. Road 3 North to Road 4 North Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 55 to 75 feet off back of curb or edge of shoulder.
5. Area: 530,000 SF

JJ. SR36
1. Road 4 North to Mile Post 330.5
2. Between Mile Posts 330 and 331
3. West Side of SR89
4. Road 4 North to Mile Post 330.5 North Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 75 to 80 feet off back of curb or edge of shoulder.
5. Area: 115,000 SF

3. PROPERTIES NOT INCLUDED IN THE SCOPE OF WORK

3.1 The right-of-way in front of the following properties, listed by address and parcel number, are NOT included in the Scope of Work. The Contractor shall perform no Work, including herbicide application, at any of the following properties.

- 205 S. State Route 89, 306-29-011
- 189 S. State Route 89, 306-29-010
- 167 S State Route 89, 306-29-009B
- N/A, 306-29-009
- 135 S. State Route 89, 306-29-008
- 101 S. State Route 89, 306-29-007A
- 87 S. State Route 89, 306-29-006C
- 23 S. State Route 89, 306-29-005G
- 579 N. State Route 89, 306-23-014A
- N/A, 306-23-010B
- N/A, 306-23-010C
- N/A, 306-23-010D
- 665 N. State Route 89, 306-23-009
- 735 & 739 N. State Route 89, 306-23-008
- 759 N. State Route 89, 306-23-006C
- 945 N. State Route 89, 306-23-003U
- 991 N. State Route 89, 306-23-004
- 1011 N. State Route 89, 306-20-031Z
- 1031 N. State Route 89, 306-20-031Y
- 1041 N. State Route 89, 306-20-031N
- 1147 N. State Route 89, 306-20-031B
- 1060 S. State Route 89, 306-33-003S
- 150 S. State Route 89, 306-29-015
- 18 N. State Route 89, 306-23-060A
- 48 N. State Route 89, 306-23-059H
- 78 N. State Route 89, 306-23-059A
- 96 N. State Route 89, 306-23-059M
- 98 N. State Route 89, 306-23-059L
- 100 N. State Route 89, 306-23-096C
- 140 N. State Route 89, 306-23-096
- 160 N. State Route 89, 306-23-096D
- 202 & 220 N. State Route 89, 306-23-047F
- 238 N. State Route 89, 306-23-058
• 246 N. State Route 89, 306-23-057
• 378 N. State Route 89, 306-23-076C
• 448 & 474 N. State Route 89, 306-23-050C
• 932, 942, 944 N. State Route 89, 306-23-017G
• 980 N. State Route 89, 306-23-016D
• 990 N. State Route 89, 306-23-016H
• 1020 N. State Route 89, 306-20-030H
• 1090 N. State Route 89, 306-20-029D
• 1154 N. State Route 89, 306-20-028B
• 1150 N. State Route 89, 306-20-027
• 1204 N. State Route 89, 306-20-024D
• N/A, 306-20-024F
• 1272 N. State Route 89, 306-20-023
• 1304 N. State Route 89, 306-20-022
• 1328 N. State Route 89, 306-20-040
• 1376 N. State Route 89, 306-20-020H
• 1496 N. State Route 89, 306-20-014C
• 1524 N. State Route 89, 306-20-013
• 1578 N. State Route 89, 306-20-113
• 31 Butterfield Road, 306-06-032B
• 1910 S. State Route 89, 306-06-030F
• 1932, 1934, 1936, & 1938 N. State Route 89, 306-06-062C
• 1920, 1930, 1940, 1946, 1948, and 1950 N. State Route 89, 306-06-062D
• 2010, 2026, and 2028 N. State Route 89, 306-14-009C
• 2062 N. State Route 89, 306-14-007E

4. **AREA LANDSCAPE MAINTENANCE SERVICE FREQUENCY**

4.1 State Route 89 Right-of-Way

A. Service frequency shall be monthly, 12 times a year, and on an on-call basis.

5. **LANDSCAPE MAINTENANCE SERVICES**

5.1 **GENERAL LANDSCAPING MAINTENANCE SERVICES**

A. The Town reserves the right to change the service frequency of any area.

B. The Town shall issue an official written contract modification through the Town Department of Public Works Engineering for any service frequency changes.

1. The Contractor’s Work shall not impede roadways, driveways, bike lanes, sidewalks, paths, vehicle or equipment access, or business access or operations.

2. The Contractor shall complete landscape maintenance in one area before moving to the next area.

3. The Contractor shall perform the landscape maintenance services detailed herein each month for areas along State Route 89 Right-of-Way and as requested as extra work. ADOT and the Street Superintendent shall review and authorize a schedule prepared by the Contractor. The Contractor shall create a schedule and staff accordingly to perform all Work on time and to the Town’s satisfaction.

5.2 **SCHEDULED AND ON-CALL LANDSCAPE MAINTENANCE SERVICES**
A. All Work described in this section shall be considered part of this Contract and no additional payments shall be provided.

B. State Route 89 Right-of-Way Areas

1. The following landscape maintenance services below shall be performed monthly, and as requested, as extra work, at each area, during each visit, and shall be performed to the Town’s satisfaction.

   a. These services shall include, but are not limited to:

      1) Pick up and dispose of trash and debris BEFORE mowing, trimming, and/or edge trimming.

      2) Remove and/or redistribute dirt and/or decorative landscape rock from driveways, sidewalk, paths, and curb and gutter.

      3) Collect and dispose of tumbleweed.

      4) Remove and dispose of litter, debris, and plant material from the openings of culverts and storm drains pipes.

      5) Mow and trim grasses a maximum of 3” taller than the adjacent grade.

      6) Trim grasses in areas, including storm water retention basin sides and bottoms lined with large rock, uneven or steep slopes that are inefficient or unsafe for mowers, and around culverts and storm drain pipes with alternate mechanical methods to trim grasses preferably flush with the top of surrounding rocks but no more than a maximum of 3-inches taller than adjacent grade.

      7) Edge trim along the back side of all concrete, asphalt, and paver driveways, sidewalks, paths, and curbs and around all fire hydrants, sign posts, and utility poles and guy wires.

      8) Cleanup including sweeping or blowing of all driveways, sidewalks, and paths, raking, litter control, and debris removal, pickup, and disposal.

      9) Post-emergent weed control application.

10) Landscape maintenance services shall NOT be performed in paved roadways or gravel shoulders.
11) Landscape maintenance service boundaries may be unique at each roundabout and shall include the following:

i. The entire area inside of the roundabout behind the concrete back-of-curb including the concrete sidewalk and decorative landscape rock areas.

ii. The entire area inside of roadway medians, as part of the roundabout traffic control device infrastructure, behind the concrete back-of-curb, including concrete or paver-filled hardscaped medians and medians covered with decorative landscape rock.

iii. Any areas on the outside circumference/perimeter of the roundabout roadway in the landscape area behind the concrete back-of-curb covered with decorative landscape rock.

iv. Any areas on the outside circumference/perimeter of the roundabout roadway in the landscape area between the concrete back-of-curb and front of concrete sidewalk.

12) The following landscape maintenance services shall be performed annually, once per year, in June, or as agreed to between the Contractor and the Street Superintendent.

i. All Work described in this section shall be considered part of this Contract and no additional payments shall be provided.

ii. Rake “smooth” decorative landscape rock at medians and round-a-bouts. No extra payment shall be paid for this Work.

13) The following landscape maintenance services shall be performed two times per year, in February and June, or as agreed to between the Contractor and the Street Superintendent.
i. All Work described in this section shall be considered part of this Contract and no additional payments shall be provided

ii. Cleanup, including sweeping or blowing, of all driveways, sidewalks, and paths, litter control, and debris removal, pickup, and disposal at all properties along SR-89 NOT on the monthly landscape maintenance service schedule.

6. HERBICIDE CONTROL

6.1 All Work described in this section shall be considered part of this Contract and no additional payments shall be provided.

6.2 The Contractor shall provide the Street Superintendent a written monthly herbicide application report. The report shall include, but is not limited to, the date and time of the application, the weather conditions, the name of the applicator, the area of the application, the targeted plant(s), the name of the product(s) applied, the number of gallons of concentrated product applied, and the total number of gallons of mixed product and water applied.

6.3 The Street Superintendent shall be provided with the label and Safety Data Sheet (SDS) for each pesticide used before the product is applied.

6.4 GRASS AND WEED CONTROL

A. The Contractor shall maintain all areas with decorative landscape rock as weed free areas including behind curbs and sidewalks, and in medians and round-a-bout areas.

B. The Contractor shall adhere to all Federal and State requirements for weed control, as established by the Arizona Structural Pest Control Commission.

C. For this Contract any volunteer trees shall be considered weeds and shall be removed immediately, preferably by mechanical means.

D. All pre- or post-emergent products shall be reviewed and authorized by the Street Superintendent.

E. Pre-emergent Control

1. All areas dressed with decomposed granite or natural ground shall be treated with pre-emergent herbicide twice yearly: spring (between March 15th and March 31st) and summer (between June 1st and June 15th) and in conjunction with a rainfall event (minimum precipitation of one-half inch (0.5 inch) when possible).
2. All pre-emergent applications shall be under the supervision of a Licensed Pest Control Applicator and applied as per manufacturer’s specifications. The Contractor shall follow all Arizona State Pest Control Commission rules and regulations.

F. Post-emergent Control

1. The Contractor shall maintain all areas free of weeds.

2. The Contractor shall remove weeds manually or spray an herbicide whichever is more effective and appropriate.

3. The Contractor shall not allow grass or weeds to grow in hardscaped and paved areas and shall remove dead weeds in hardscape and paved areas including, but not limited to driveways, sidewalks, paths, curbs, and gutters.

4. Before applying herbicides, the type of grass/weed shall be identified, and the control product shall be selected accordingly, using the most effective control for the species, the location, and the season.

5. All post-emergent applications shall be under the supervision of a Licensed Pest Control Applicator and applied as per manufacturer’s specifications. The Contractor shall follow all Arizona State Pest Control Commission rules and regulations.

G. The Contractor shall apply approved herbicide to remove broad-leafed and grass weeds. Weeds shall be controlled and not allowed to reach 3 inches in height or spread. The Contractor shall remove weeds by chemical or mechanical means as part of the scheduled landscape maintenance services.

H. Areas Not Covered with Decorative Landscape Rock/Native Vegetation

1. The Contractor shall treat all noxious weeds with herbicide according to the Arizona Structural Pest Control Commission recommendations or as requested by the Street Superintendent.

2. All perennial/noxious weeds within non-granite areas shall be treated with an approved systemic herbicide before reaching 3” in height and/or 3” in spread. All weeds and grasses in expansion joints of paved slopes and sidewalks shall also be treated with an approved herbicide before reaching 3” in height and/or 3” in spread.

3. Any weed/grass beyond 3” in height/spread, shall be removed no later than two weeks following the treatment application, restoring disturbed area to its original condition by collecting and removing all residue.
I. Areas Covered with Decorative Landscape Rock

1. The Contractor shall treat weeds within granite areas with an approved systemic herbicide before reaching 3” in height and/or 3” in spread. Any weed/grass beyond 3” in height/spread, shall be removed no later than four weeks following the treatment application, restoring disturbed area to its original condition by collecting and removing all residue.

2. The Contractor shall maintain the entire area free of weeds and grasses.

3. The Contractor shall restore all disturbed granite and earth to the original condition when manual weeding is completed.

4. The Contractor shall apply all chemical controls under the supervision of a licensed and qualified pest control Applicator, following the procedures set forth in the labeling of the product, as required by law. The Contractor will keep on file current documentation of all certifications and licenses for Qualifying Parties with the Street Superintendent.

[MAPS FOLLOW]
# TOWN OF CHINO VALLEY
## LANDSCAPE MAINTENANCE SERVICES

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### CONTACTS

**TOWN OF CHINO VALLEY**

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**ARIZONA DEPARTMENT OF TRANSPORTATION**

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- **NORTHWESTPERMIT@AZDOT.GOV**
VICINITY MAP
MILEPOST 324.0 - 324.5

SEE SHEET 5A

KALINICH AVE

RD 1 EAST

MP 324.0

1"=300'

N

4A (4) OF 29
MILEPOST 325.0 - 325.5
SEE SHEET 8A

SEE SHEET 6A

MILEPOST 325.5 - 326.0

7A (10) OF 29
SEE SHEET 11B

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MILEPOST 327.0 - 327.5

10B (17) OF 29
SEE SHEET 12B

MP 328.0T

SEE SHEET 10B

MILEPOST 327.5 - 328.0

11B (19) OF 29
MILEPOST 329.0 - 329.5

SEE SHEET 15A

SEE SHEET 13A

14A (24) OF 29
SEE SHEET 16A

MP 330.0

SEE SHEET 14A

MILEPOST 329.5 - 330.0

15A (26) OF 29
SEE SHEET 16B

MP 330.0

SEE SHEET 14B

MILEPOST 329.5 - 330.0

15B (27) OF 29
EXHIBIT B
TO
INVITATION FOR BIDS
FOR
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Price Sheet]

See following page.
**PRICE SHEET**

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item. Pricing shall include everything to complete the Scope of Work, including all personnel, equipment, travel time, and supplies.

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<th>Approximate Area (SF)</th>
<th>Annual Cycles (Frequency)</th>
<th>Cost Per Service*</th>
<th>Total Annual Cost.*</th>
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**TOTAL SQUARE FOOTAGE** 4,116,000  
**TOTAL ANNUAL COST** $100,138.00

*All bids are presumed to include all applicable taxes.*
ADDITIONAL INFORMATION TO BE SUPPLIED
EXHIBIT C

TO

INVITATION FOR BIDS

FOR

SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Licenses; Certifications; DBE/WBE Status]

See following page.
LICENSE; CERTIFICATIONS; DBE/WBE STATUS

- Attach copies of the following to your bid submittal:
  - ☑ Bidder’s Contractor’s License and applicable certifications.
  - ☑ Bidder’s CR-21 Landscaping and Irrigation Systems License.
  - ☑ Bidder’s Right-of-Way Pesticide Business License and the names, titles, and license numbers of your firm’s Right-of-Way Pesticide Business License Qualified Applicator(s) and Qualified Party.
  - ☑ Business License.

- Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting the Town as a reporting jurisdiction or current Town Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

Yes ____________, No. ☒ ____________.

If yes, please provide details and documentation of the certification.
Phenix, on March 6, 2020

Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office City of

CR-21 Hardscaping and Irrigation Systems

is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,

Litzen Landscaping

dba (if any)

Koehler Enterprises Inc

This is to certify that:

Registrar of Contractors

Office of the

License No. ROC 328030

STATE OF ARIZONA
§ 110.08 EXHIBITION OF LICENSE REQUIRED; DISPLAY STREET ADDRESS.

(A) Every licensee carrying on any business activity at a fixed place of business shall keep the license posted and exhibited in a conspicuous part of the place of business. Every licensee, whether the fixed place of business is within town limits or not, shall produce and exhibit the license during normal business hours when requested to do so by any police officer or by any town official authorized to issue or inspect licenses.

(B) It shall be unlawful for any person to exhibit any copy or facsimile of the original license issued under this chapter.

(C) Each licensee shall display near or above the front door of the business location the correct street address in 5 inch or greater numbers or letters so that the address shall be plainly visible and legible from the middle of the street or highway in front of each business, including home occupation businesses.

(2001 Code, § 8-1-8)
June 13, 2023

Town of Chino Valley
Public Works Department
1982 Voss Drive
Chino Valley, AZ 86323

Contact information as required by the IFB

Primary owner: Matt Koehler, President
Matt@titanlandscaping.net, 928-713-9701

Account representative: Robert Hart, manager
Robert@titanlandscaping.net, 928-379-3200

Experience personnel:
On-site manager Robert Hart, has worked in the landscape industry for the past 15 years. He has worked ten plus years for Titan and possess all of the required experience needed for the on-site supervisor.

Spray personnel:
Included in this packet is the registered and licensed spray personnel for Praying Mantis. Praying Mantis is owned by Titan Landscaping. All of the personnel on this list have sprayed for the past 5 years plus. The qualifying party Joseph Koehler has sprayed for the past 15 years. Adam Koehler with 10 plus years of spraying experience will be the onsite supervisor of the spray teams. We are more than capable of handling this assignment.
### New Search

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### Applicant List

This company does NOT have any publicly listed branch offices.

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### Qualifying Party Information

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License Number: 309602
Status: Active
Issued: 04/09/2012

Preventing Maits Pest & Weed Control

Pre-Mortgage Commitment Information

OPM - Company Information
EXHIBIT D
TO
INVITATION FOR BIDS
FOR
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[References]

See following page.
REFERENCES

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: HOAMCO
   Address: 3205 Lakeside Village
   City/State/Zip Code: Prescott, AZ 86301
   Contact: Bryan Zndawski
   Telephone Number: 928-925-2020
   Contract Initiation Date: Jan 2012 Contract Expiration Date: December 2023
   Project Description: Prescott Lakes HOA
   Contract Value: $ In Excess of Annual Amount $100,000

2. Company: Town of Prescott Valley
   Address: 7501 E Skoog Blvd
   City/State/Zip Code: Prescott Valley, AZ 86314
   Contact: Jason Garver
   Telephone Number: 928 848 1225
   Contract Initiation Date: Jan 2003 Contract Expiration Date: July 2026
   Project Description: Landscape maintenance contract for Town of PV
   Contract Value: $ Excess of $100,000 Annual Amount $100,000

3. Company: Talking Rock HOA
   Address: 15075 Talking Rock Ranch Road
   City State/Zip Code: Prescott, AZ 86301
   Contact: Leah Don Kersley
   Telephone Number: 928 301 8875
   Contract Initiation Date: Jan 2020 Contract Expiration Date: Dec 2024
   Project Description: HOA maintenance contract
   Contract Value: $ Excess of $100,000 Annual Amount $100,000
EXHIBIT E
TO
INVITATION FOR BIDS
FOR
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Acknowledgment of Addenda received, if any]

See following page(s).
TOWN OF CHINO VALLEY

ADDENDUM NO. 1

SR-89 Right-of-Way Landscape Maintenance Services

Bid Open Date: Wednesday, June 14, 2023
Time: 3:00 P.M., local-time, Chino Valley, AZ
Place: Town of Chino Valley
Public Works Department
1982 Voss Drive
Chino Valley, AZ 86323

Make all revisions to the specifications and contract documents stated herein. Insofar as the original specifications and contract documents are at variance with this Addendum, the Addendum shall govern.

This Addendum consists of 2 page(s).

RFI RESPONSES:

1. **Will landscape maintenance services be performed before the start of contract work?**
   The project is anticipated to be awarded in July 2023 with work commencing soon thereafter. Bidders are to assume that no landscape maintenance will occur prior to the award of this contract.

2. **Is weed herbicide application wanted in “natural” areas without decorative rock?**
   Spray herbicide treatment was NOT intended for the natural areas or areas without decorative rock cover. Subsections H.1, H.2, and H.3 on page A-13 will be removed from the scope of work.

3. **What are the expectations of raking the decorative rock?**
   Once a year rake/drag/move/agitate the decorative rock to minimize consolidation and compaction and eliminate any undesirable “texture” to the surface of the decorative rock.

4. **How is “Cost Per Service” on the Price Sheet defined?**
   Contract expectations are that landscape maintenance services are provided monthly. Services, per the scope of work and specifications, is an inclusive term. On the PRICE SHEET, Cost Per Service refers to the collective work performed each month and not any specific item of included work. The intention was that bidders would take their total annual bid (cost) for landscape maintenance services and divide that total by twelve (12) months for each of the thirty (36) areas so the Town had a general idea of the monthly landscape maintenance services cost for each area.
5. **Will the bid opening be open to the public?**  
Yes. Received bids will be opened and read aloud on Wednesday, June 14th, 2023 @ 3:00 p.m., Public Works Department, 1982 Voss Drive, Chino Valley, AZ 86323

**IFB CHANGES:**

1. Cover page, CHANGE Town Representative to Steven Sullivan, Assistant Town Engineer, ssullivan@chinoaz.net. 928-636-3402.


BY [Signature]

Steven Sullivan, PE  
Assistant Town Engineer  

Date 6/7/23

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

BY [Signature]  
President  

Date 6/12/23
EXHIBIT F
TO
INVITATION FOR BIDS
FOR
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Work Orders]

See following pages (to be attached subsequent to execution).
AGENDA ITEM TITLE:
Consideration and possible action to approve the First Amendment to the Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Chamber of Commerce.

RECOMMENDED ACTION:
Approve the First Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce.

SITUATION AND ANALYSIS:
In June of 2021, the Town and Chino Valley Area Chamber of Commerce entered into a new Accountability Contract for services and Town funding. The contract had an initial term of July 1, 2021 - June 30, 2022 with five automatic renewals. The contract continued the Town's long-standing support of the Chamber's work in strengthening local businesses and promoting tourism with a similar five-year renewable contract approved in 2015, and one-year contracts in 2012 and 2013.

The recent reorganization of the Chamber has provided an opportunity for the two entities to reengage in strategic planning, coalition building, and to reassess the terms of the agreement with the goal of assuring the long term viability of the Chamber itself and the success of its mission "to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley."

The attached first amendment represents the results of that dialogue and renewed commitment by the Chamber to assure Town funds invested in the Chamber's work are making a positive impact on our local businesses and their economic vitality. Important modifications include moving from automatic renewal terms and set, lump sum funding to annual requested renewals and variable funding based on budget allocations approved by Council, dispersed incrementally throughout the year based on performance, and modifications to the underlying scope of work to better focus on the impactful outcomes and shared vision.

Fiscal Impact
Fiscal Impact?: No
**Funding Source:**
No increase in potential funding.

**Attachments**
AGR - First Amendment (2023) to 2021 Chamber Accountability Contract
FIRST AMENDMENT  
TO THE  
ACCOUNTABILITY CONTRACT  
BETWEEN  
THE TOWN OF CHINO VALLEY, ARIZONA  
AND  
THE CHINO VALLEY CHAMBER OF COMMERCE

This First Amendment to the Accountability Contract (this “First Amendment”) is entered into as of June 27, 2023, between the Town of Chino Valley, Arizona, an Arizona municipal corporation (the “Town”), and the Chino Valley Chamber of Commerce, an Arizona non-profit corporation (the “Chamber”) (each individually, a “Party,” and together, the “Parties”).

RECITALS

A. The Town and the Chamber entered into an accountability contract, effective July 1, 2021 (the “Contract”), for the Chamber to receive public funds in support of its facility, services, and operations.

B. The Parties desire to enter into this First Amendment to modify specific terms and conditions of the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Chamber hereby agree as follows:

1. Modification of Contract Duration. Contract Section 1 (Contract Duration) is hereby deleted in its entirety and replaced with the following:

   1. Contract Duration:

      a. Initial Term. This Contract shall be effective as of July 1, 2023, and shall remain in full force and effect through June 30, 2024 (the “Initial Term”), unless terminated as otherwise provided in this Contract.

      b. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to five successive one-year terms (each, a “Renewal Term”), subject to availability and appropriation of funds for renewal in each subsequent year, if (i) renewal is deemed in the best interests of the Town, (ii) at least 30 days before the end of the then-current term, the Chamber requests, in writing, to renew this Contract for an additional one-year term, and (iii) the Town approves the one-year renewal in writing (including any price adjustments), as evidenced by the signature of the Mayor or Town Manager thereon, which approval may be withheld by
the Town for any reason. The Chamber’s failure to seek a renewal of this Contract shall cause this Contract to terminate at the end of the then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Chamber, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. **Modification of Compensation.** Contract Section 3 (Compensation) is hereby deleted in its entirety and replaced with the following:

   3. **Compensation:** Town shall pay Chamber, for the Initial Term and for each subsequent Renewal Term, if any, up to $60,000 for the Services outlined in Exhibit A. The Town will disburse such compensation in three equal installments of $20,000 on the first business day of July, November, and March of each Term, with the release of each installment conditioned on the Town Manager determining, in the Town Manager’s reasonable discretion, that Chamber satisfactorily delivered the Services according to the terms of this Contract.

3. **Modification of Compensation.** Contract Section 3 (Compensation) is hereby deleted in its entirety and replaced with the following:

4. **Annual Reporting:** At least annually, Chamber shall report to the Town Council detailing its finances and performance in providing the Services.

4. **Modification of Termination and Cancellation.** Contract Sections 7 (Contract Noncompliance), 8 (Termination for Cause), and 9 (Termination Pursuant to A.R.S. § 38-511) are hereby deleted in their entirety and replaced with the following, with subsequent sections renumbered accordingly:

7. **Termination; Cancellation:** The Town may, by written notice to Chamber as set forth in this Section, terminate this Contract in whole or in part.

   a. **For the Town’s Convenience.** This Contract is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Chamber of written notice by the Town. Upon termination for convenience, the Town shall pay the Chamber for all undisputed Services performed to the termination date.

   b. **For Cause.** If the Chamber fails to perform any obligation pursuant to this Contract and fails to cure its nonperformance within 30 days after notice of nonperformance is given by the Town, the Chamber will be in default. In the event of such default, the Town may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity, including, without limitation, the
remedy of specific performance. If the nature of the Chamber’s nonperformance is such that it cannot reasonably be cured within 30 days, then the Chamber will have such additional periods of time as may be reasonably necessary under the circumstances, provided the Chamber immediately (1) provides written notice to the Town and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, the Chamber shall immediately return to the Town all funds not spent for the Services described in Exhibit A.

c. Conflict of Interest. This Contract is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Town or any of its departments or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

d. Non-Appropriation. The Town is obligated only to pay its obligations set forth in this Contract as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then-current fiscal year. The Town’s obligations under this Contract are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Contract. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The Town shall keep the Chamber informed as to the availability of funds for this Contract. The obligation of the Town to make any payment pursuant to this Contract is not a general obligation or indebtedness of the Town. The Chamber hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Contract pursuant to this Section.

5. Modification of Scope of Services. Contract Exhibit A (Scope of Services) is hereby deleted in its entirety and replaced with and superseded by the Scope of Services attached hereto as Attachment 1.
6. **Effect of Amendment.** The Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

7. **Non-Default.** By executing this First Amendment, the Chamber affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Contract, and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

8. **Conflict of Interest.** The Contract and this First Amendment are subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel the Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or this First Amendment on behalf of the Town or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract or this First Amendment in any capacity or a consultant to any other party of the Contract or this First Amendment with respect to the subject matter of the Contract or this First Amendment.

9. **Forced Labor of Ethnic Uyghurs.** To the extent applicable under ARIZ. REV. STAT. § 35-394, the Chamber warrants and certifies that it does not currently, and agrees for the duration of the Contract that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

(SIGNATURES ON THE FOLLOWING PAGE)
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

<table>
<thead>
<tr>
<th>“Town”</th>
<th>“Chamber”</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF CHINO VALLEY, an Arizona municipal corporation</td>
<td>CHINO VALLEY CHAMBER OF COMMERCE, an Arizona non-profit corporation</td>
</tr>
<tr>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Jack W. Miller, Mayor</td>
<td>Signature</td>
</tr>
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<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>ATTEST:</td>
<td>Name</td>
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<tr>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Erin N. Deskins, Town Clerk</td>
<td>Title</td>
</tr>
<tr>
<td>__________________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM:

| __________________________ | __________________________ |
| Andrew J. McGuire, Town Attorney Gust Rosenfeld, PLC | |
ATTACHMENT 1
TO THE
FIRST AMENDMENT

[Exhibit A (Scope of Services) to the Accountability Contract]

See the following pages.
EXHIBIT A

Scope of Services

For the consideration provided in the Contract, the Chamber shall provide the following services:

1. **Visitor Center.**
   a. The Chamber will maintain and staff the Chino Valley Chamber of Commerce and Visitor Information Center (the “Visitor Center”). The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism (“AOT”) to be an officially-designated Arizona Visitor Information Center “(AVIC).” The Visitor Center will regularly be open to the public between 9:00 a.m. and 3:00 p.m., Monday through Friday, and staffed adequately to answer all correspondence, telephone, email, or walk-in inquiries for general information relating to Chino Valley. The Town understands that due to volunteers’ availability and staff’s need to be in the community routinely, there will be times during these regular business hours when the Visitor Center will not be staffed. This shall be limited to less than 25% of stated regular hours. Whenever the Visitor Center is closed, including during otherwise regular hours, a kiosk with community information must be available on Chamber premises and accessible to the public.
   
   b. With advance coordination, the Town may use meeting space at the Chamber facilities.

2. **Promotion/Marketing.** The Chamber will continue or begin the following promotional and marketing activities:
   a. Distribute relocation/community guides and maps of the Chino Valley area in coordination with the Town.
   
   b. Maintain “Chairman’s Circle Sponsorship” for the Town at all Chamber events.
   
   c. Promote and enhance the Chamber’s “Small Business Saturday” campaign.
   
   d. Partner with businesses in the community to host bi-monthly networking opportunities, including, but not limited to, mixers, trade shows, dining, or educational presentations.
   
   e. Provide a link to the discoverchinovalley.org tourism website on the Chamber website.
   
   f. Provide a display in the Chamber’s office with materials regarding various attractions, events, and dining options, including content from members and nonmembers. Audit and update this display monthly. Provide a display in Chamber’s office stocked with rack cards for the Discover Chino Valley tourism campaign (and any other marketing materials the Office of Economic Development
deems appropriate for tourism) and the Chino Valley Economic Development guide.

g. Ensure that electronic and printed promotional materials created and distributed by or on behalf of the Chamber include the Town logo and a statement acknowledging that the Town of Chino Valley has provided sponsorship.

h. Maintain a social media presence on Facebook, Instagram, Twitter, YouTube, and relevant similar platforms to promote the Chamber and the Town, including but not limited to events, upcoming ribbon cuttings, and Small Business Saturday.

3. **Community Outreach.** To maintain fairness between the many industries and retail businesses in the Town, the Chamber shall practice the concept of being community-focused. The Chamber’s mission is to serve the interest of local businesses while advocating advancement, economic vitality, and job creation for the benefit of the Chino Valley Area and our Region. The Chamber shall develop the following activities in its role in community outreach for the Town:

   a. Participate as an active member of the Town Council’s Economic Development Subcommittee, representing the interests and needs of businesses located in Chino Valley.

   b. Develop and maintain strong relationships with existing local businesses and organizations regardless of Chamber membership status.

   c. Meet with the Town Manager or designee biannually or as requested by either party to report on Visitor Center traffic and maintenance, community outreach goals and initiatives, upcoming events, and a summary of the Chamber’s needs.

   d. Communicate, network, and engage with the other Quad-City Chamber of Commerce Directors.

4. **Participation with the Town.**

   a. At least annually, the Chamber Board will report to the Town Council, detailing the Chamber’s finances, mission status, and performance in providing the services outlined herein.

   b. Work with the Town to provide links to each other’s pages on each entity’s website.

   c. Participate or collaborate with various community partners in Town-Sponsored and other Community Events in a manner that fits well with the Chamber’s abilities to best enhance and contribute to the community’s interests.

5. **Financial Reporting.** Upon written request by the Town, the Chamber shall provide a financial statement to the Town.
AGENDA ITEM TITLE:
Consideration and possible action to approve a Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for $498,994.

RECOMMENDED ACTION:
Approve the Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for $498,994.

SITUATION AND ANALYSIS:
On January 31, 2023, the Town of Chino Valley advertised a Request for Qualifications (RFQ) seeking Statements of Qualifications (SOQs) from qualified, licensed firms interested in providing services to develop an Integrated Water Master Plan (IWMP) and a 5-Year Capital Improvement Plan (CIP) for water and wastewater. The IWMP will be all encompassing including water resources, water, wastewater and reclaimed water needs assessments. That IWMP will then be the basis for the firm to develop a 5-Year CIP that will serve as a project and funding road map for future planning.

The goal of these plans is to help the Town perform the following:

- Identify the best way to accommodate growth within the Town.
- Determine the water resources needed for the build-out of the community.
- Determine the water resources and infrastructure requirements needed to meet utility needs of the community.
- Develop a 5-year Capital Improvement Plan and implementation strategy based on development and priority projections within the Town.
- Ensure that the proposed infrastructure meets a Town-wide utility system and fits seamlessly as the Town’s utility system expands.

The Town received three SOQs. The submissions were scored by a panel and the top two firms, CivilTec Engineering, Inc. (CivilTec) and CVL Consultants, were offered interviews. The Selection Committee scored both the SOQs and the interviews and CivilTec received the highest ranking. Town staff then entered into negotiations with CivilTec Engineering, Inc.

The final summary of tasks and associated fees is as follows:
### TASK FEE

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
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<tr>
<td>Phase 1 - Water Resources and System Master Plan</td>
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<tr>
<td>Phase 2 - Integration (Water-Wastewater-Reclaimed Water)</td>
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<tr>
<td>Phase 3 - Capital Improvements Plan (CIP), Administration and Deliverables</td>
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<td>Phase 4 - Contract Allowance</td>
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<td>TOTAL</td>
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</tr>
</tbody>
</table>

### Fiscal Impact

Fiscal Impact?: $498,994

If Yes, Budget Code: 05-90-5547

Available:

Funding Source:

- Capital Improvement Fund

### Attachments

- PSA
- SOQ
- Cost Proposal
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of June 27, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., a California corporation (the “Consultant”).

RECITALS

A. The Town issued a Request for Statements of Qualifications, “RFQ for Integrated Water Master Plan and Capital Improvement Plan” (the “RFQ”), a copy of which is on file in the Town’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors to create an integrated water resources, water, wastewater, and reclaimed water master plan and capital improvement plan for the Town (the “Services”).

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 26, 2025, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The Town shall pay the Consultant an amount not to exceed $498,994 for the Services at the rates set forth in the Fee Proposal attached hereto as a part of Exhibit B.
4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. The Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, the Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit B, the Consultant warrants that the Services rendered will conform to the requirements of this
Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with the Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this agreement, the Town does not represent that coverage and limits will be adequate to protect the Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.
D. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

E. **Primary Insurance.** The Consultant’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. **Claims Made.** In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. **Waiver.** All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and the Consultant. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. **Evidence of Insurance.** Prior to commencing any work or services under this Agreement, the Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant’s insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this
Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

1. The Town, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:


   (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

   (c) Excess Liability – Follow Form to underlying insurance.

2. The Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

3. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.
A. Commercial General Liability. The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.
13.3 **Cancellation and Expiration Notice.** The Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. **Termination; Cancellation.** The Town may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 **For Town’s Convenience.** This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

14.2 **For Cause.** If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 **Due to Work Stoppage.** This Agreement may be terminated by the Town upon 30 days’ written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to (A) the difference between the cost of a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement, and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

14.4 **Conflict of Interest.** This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
14.5 **Gratuities.** The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 **Agreement Subject to Appropriation.** The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then-current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this Section.

14.7 **Obligations Upon Receipt of Termination Notice.** Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. **Suspension of Work.**

15.1 **Order to Suspend.** The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.
15.2 **Adjustment to Contract Sum.** If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. **Miscellaneous.**

16.1 **Independent Contractor.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not entitled to workers’ compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees, or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit B. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Consultant do not intend to nor will they combine business operations under this Agreement.

16.2 **Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 **Laws and Regulations.** The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.
16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town’s acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys’ Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys’ fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.
A. **Offset for Damages.** In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. **Offset for Delinquent Fees or Taxes.** The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

16.14 **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cindy Blackmore, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: Civiltec Engineering, Inc.
2054 Willow Creek Rd.
Prescott, AZ 86301
Attn: Richard Aldridge, PE

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 **Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that
information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant’s duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town’s information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town’s information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant’s employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant’s employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town’s information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.
E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Consultant’s or its subcontractor’s failure
to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.19 **Israel.** To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a “boycott” of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

16.20 **Conflicting Terms.** In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved purchase order, the Fee Proposal, the RFQ, and the SOQ, the documents shall govern in the order listed herein.

16.21 **Time is of the Essence.** The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.22 **Meaning of Terms.** References made in the singular shall include the plural, and the masculine shall include the feminine or the neuter.

16.23 **Non-Exclusive Contract.** This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

16.24 **Forced Labor of Ethnic Uyghurs.** To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

______________________________
Jack W. Miller, Mayor

ATTEST:

______________________________
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

CIVILTEC ENGINEERING, INC,
a California corporation

______________________________
Richard Aldridge, PE
EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

[SOQ]

See following pages.
EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

[Scope of Work and Fee Proposal]

See following pages.
Statement of Qualifications for Integrated Water Master Plan and Capital Improvement Plan

Submitted April 5, 2023
By Civiltec Engineering, Inc.
Frank Marbury | Public Works Director/Town Engineer  
Town of Chino Valley | Public Works Department  
1982 Voss Drive  
Chino Valley, AZ 86323

April 5, 2023

Subject: Statement of Qualifications for an Integrated Water Master Plan and Capital Improvement Plan

Dear Mr. Marbury and Selection Committee:

The Town of Chino Valley’s (Town) goal is to identify the best way to develop property, determine resources/infrastructure needs, and create a 5-year capital improvement plan (CIP) implementation strategy. This integrated water resources, water, wastewater, and reclaimed water master plan (IWMP) will ensure any proposed infrastructure suits the Town-wide utility system even with ongoing expansion. The Town needs a knowledgeable firm with an understanding of the area and the goals to accomplish a quality package. Civiltec Engineering, Inc. (Civiltec), is the knowledgeable local firm to accomplish this task. We are a C corporation founded in 1986 in California and have maintained an office in Yavapai County since 1993 (AZ Registration #22678). Civiltec has completed 63+ master planning projects and hundreds of modeling projects. We have been cultivating our strong relationship with the Town since 2001. We know your systems, policies, and the community and bring the following benefits:

- **Experienced and Dedicated Team.** Richard Aldridge, PE, MBA, is our proposed project manager. As an area resident for the last 20 years, he has a vested interest in providing the Town with quality infrastructure improvements. He brings 43+ years of master planning, local utility design, cost estimating and familiarity with the Town. Richard was the Project Manager that successfully delivered the Old Home Manor IWMP project for the Town in 2021.

- **Local Experience Delivering Improvements.** Our local experience includes 100+ projects. This knowledge will assist our team in understanding your system needs early and ensures we can accomplish your goals. Our team completed the IWMP for Old Home Manor in addition to a variety of infrastructure improvements including a water system model, water mains, sewer main, roadway improvements, box culvert roadway crossing, Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR), Area Drainage Master Study (ADMS), as well as grading, drainage and paving projects.

- **Office Location Proximity.** Our Prescott office will be managing all the work for this project. Our local office ensures quick communication, quality project outcomes, and affordability. We can be available for face to face or virtual meetings with Town staff within a moment’s notice. This means we will be great collaborators and a team with a vested interest in your infrastructure.

To enhance our team, we have included the specialty firms of Matrix New World/Southwest Groundwater (Matrix) and Sketch Landscape Architecture Studio, LLC (Sketch). Matrix (formerly Southwest Groundwater) will be responsible for water resource planning and water resource management. Sketch is a local Town landscape architecture firm that will provide landscape design recommendations. This is the same team that developed the Old Home Manor IWMP.

We appreciate the opportunity to submit our qualifications and are confident we have the right team to deliver the successful completion of this project. As the Prescott Office Branch Manager, I have the authority to contractually bind the firm. Civiltec has not had any terminated contract or claims from litigation or arbitration. We are in receipt of Addendum No. 1 dated March 23, 2023. Feel free to contact me with any additional questions at 928.771.2376 or raldridge@civiltec.com.

Sincerely,

Richard Aldridge, PE, MBA | Principal Engineer/Branch Manager  
2054 Willow Creek Road, Prescott, AZ 86301 | P: 928.771.2376
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EXPERIENCE AND QUALIFICATIONS

Established in 1986 on the principles of innovative thinking and premier quality, Civiltec has 55+ employees, which includes 12 registered civil engineers, 1 registered electrical engineer, 4 registered land surveyors, 2 certified floodplain managers (CFM), 8 engineers-in-training (EITs) and support staff that includes project managers, designers, CADD technicians, surveyors, and administrative personnel. We are not too big; we can and will be there when needed in an efficient and affordable fashion. We are not too small; we will provide you with the depth needed to guarantee quality service with adherence to the project schedule.

Providing quality project management and professional engineering is our focus on every project. We strive to achieve a balance between form and function, budgets and best solutions, and passion and practicality. We average 216 new projects per year. Projects range in size from small to large and have included water master plans (WMP), wastewater master plans (WWMP), stormwater master plans, modeling projects, CIP planning and ranking, system analyses, preliminary and final design, preparation of bid documents, and cost estimating. Our success in developing strong relationships with our clients is a direct result of our emphasis on client service and complete satisfaction, which results in an 80% repeat client rate.

In addition to Civiltec’s completion of 63+ master plans, we bring significant local area experience of more than 600 projects. Below is a list of organizations our team has aided in similar services and areas.

<table>
<thead>
<tr>
<th>List of Local Experience Highlights</th>
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<td><strong>Town</strong></td>
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<tr>
<td><strong>Reference</strong></td>
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Feel free to contact any of the references included with our select relevant project experience to verify our dedication to providing innovative, cost-effective solutions on every project.

Old Home Manor IWMP, CIP and Various Infrastructure Improvements, Town

Reference: Frank Marbury | 202 N State Route 89, Chino Valley,
To ensure adequate water resources for the Town-owned Old Home Manor Business Park and Public Lands facility on 820 acres, Civiltec developed an IWMP and CIP. The primary goal of this project was to understand the current water, sewer, and recharge water systems (including water rights) and confirm the availability to provide adequate water resources for future commercial, business park and public land developments. The IWMP considered the planned uses and zoning for the included parcels, available water resources, available and planned water rights, existing wells and water sources, recharge capabilities, storage requirements, and landscape and irrigation uses. As a part of the development of the IWMP, Civiltec prepared a water system model for that portion of the community and a 5-year CIP for the anticipated phases of implementation with projections for the ultimate buildout on a moving 15-year projection.

The Town was awarded a $1.6 million grant from the U.S. Economic Development Administration to expand infrastructure on the east side of the Town at Road 4 North and Jerome Junction. Infrastructure improvements included 5,000 linear feet of 8- and 12-inch water main, 3,400 linear feet of 12-inch sewer main and 5,200 linear feet of roadway improvements including 12-foot travel lanes, shoulders and safety edges. The infrastructure improvements serve the proposed Old Home Manor Industrial Park. Civiltec provided survey and engineering design services as well as construction observation and administration services. Design also included two 100-year event box culvert roadway crossings including a crossing at Santa Cruz Wash (11,000 cubic feet per second [cfs]) and a large tributary, 404 permitting and CLOMR/ LOMR. Work included design and construction services for waterline improvements, sewer improvements, and street improvements. This in-depth familiarity with the Town infrastructure will be a great advantage on this project.

**Bisbee WMP, Arizona Water Company**

Reference: Theresa Lau  
3805 N. Black Canyon Hwy  
Phoenix, AZ 85015  
(e) tlau@azwater.com  
602.240.6860

Project Dates: March 2021 – on-going

Civiltec is providing engineering services in water master planning for 40 square miles of the Bisbee planning area. This plan is set to be in Bentley WaterGEM5 V8i format (WaterGEMS) water model and CIP for the Bisbee Planning Area to determine the phasing of infrastructure necessary to provide fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.

**Pinal Valley Water Supply Assessment, Arizona Water Company**

Reference: Richard Hacker  
3805 N. Black Canyon Hwy  
Phoenix, AZ 85015  
(e) rhacker@azwater.com  
602.240.6860

Project Dates: October 2017 – April 2019

This project encompassed a planning area of more than 509 square miles with approximately 29,000 service connections at the time. The study area relies on groundwater for domestic water and Central Arizona Project (CAP) water that is recharged into the local groundwater aquifer. The analysis was for a planning period between 2016 and 2026 and addressed the specific need for additional groundwater resources (wells) to serve the current and future domestic water demand based upon growth intensities projected by local jurisdictions.
Water and Wastewater Master Plans, Kachina Village Imp. District (KVID)

**Reference:** Mike Lopker, Coconino County | 3150 Jadito Trail, Flagstaff, AZ 86005 | (e) mlopker@coconino.az.gov | (p) 928.679.8301

**Project Dates:** October 2015 – April 2017

Civiltec prepared a WMP and WWMP to improve operations, develop future CIP projects and accommodate for growth in the Kachina Village service boundary. The water system consists of wells, distribution mains, pump stations, reservoirs, and disinfection facilities. The wastewater system consists of gravity mains, force mains, manholes, cleanouts, lift stations, a treatment plant and effluent evaporation ponds.

The goal of this project was to establish a realistic and affordable plan for operations during a 20-year horizon as it relates to the water and wastewater systems, maintenance, CIP, and associated costs. KVID would need to recover to remain self-sufficient. Research tasks included review of their general plan and relevant planning documents, confirming design criteria, assessing pipe capacity, and reviewing existing and projected water and sanitary sewer regulations. The master plans developed current and projected loading scenarios including peak flows and CIP projects with cost estimates and project prioritization.

New hydraulic models were constructed and calibrated for each system using WaterGEMS and SewerGEMS. Models were quality controlled (QC) for model construction and analyzed, documented, and calibrated using customer demands and field data testing and measurements. The system was analyzed in existing and future loads and demands. Reports were prepared to summarize the project with documentation of the results associated with the analysis and modeling efforts.

**Key Positions**

Personnel proposed on this project are experienced in public works infrastructure and have combined 205+ years of experience. All work assigned to us will be managed out of our Prescott office. Key staff proposed will not be reassigned or replaced without your prior written authorization. Civiltec is committed to building the right team for this project, tailored to your specific needs. An organizational chart of our proposed team is below, followed by key team member’s qualifications (two-page resumes are in Appendix A).

### Richard Aldridge, PE, MBA – Project Manager

**Education:** MBA, Northern Arizona University | B.S., Civil Engineering Technology, Northern Arizona University

**Registration:** Professional Civil Engineer Arizona No. 20878

Richard has more than 43 years (5+ years with Civiltec) of extensive engineering experience that includes project management, planning and design for public and private entities throughout Northern Arizona. He has provided engineering services via standard design-bid-build, construction manager at risk and design-build delivery systems. Richard’s quality assurance (QA)/QC experience includes...
construction plan reviews for various agencies for code compliance and competent design, subdivision plat reviews for conformance with construction plans, construction inspections, agency certifications, evaluation of testing report submittals, and review of contractor materials submittals for conformance with project specifications. Richard was the Project Manager for projects in the Town for the last 5+ years, including the Old Home Manor IWMP and CIP.

**Rick Shroads, PE, PLS – Principal-in-Charge**

**Education:** B.S. Civil Engineering, Cal Polytechnic University, Pomona  
**Registration:** Professional Civil Engineer Arizona No. 24601 | Professional Land Surveyor Arizona No. 26405

Rick has 46+ years (37+ years with Civiltec) of experience in the project management and design of water supply and distribution systems, sewer systems, hydrology and drainage systems, roadways, airport specialty design and site development plans. Recently, Rick served as interim County Engineer for Coconino County. He was instrumental in the preparation and implementation of in-house engineering procedures for delivering CIP projects associated with preservation projects, flood control projects and pavement reconstruction county-wide. He also managed flood and debris mitigation projects associated with the aftermath of the Museum Fire, Schultz Fire and Slide Fire disasters.

Rick has personally developed scores of water and wastewater system models, both steady state and extended time period solutions. These efforts were done by creating sub-models of system-wide model for calibration and prediction of system characteristics. Rick has been involved in more than 35 projects for the Town, including serving as principal-in-charge on the Old Home Manor IWMP and Project Manager on the Town ADMS. In addition, Rick has worked on 20+ master planning projects including water, wastewater and drainage-based planning and analysis.

**Andrew Shroads, PE, CFM – Stormwater Planning/Modeling**

**Education:** M.S. Civil Engineering, University of Arizona | B.S. Civil Engineering, University of Arizona  
**Registration:** Professional Civil Engineer Arizona No. 58518 | CFM National No. US 13-07037

Andrew has 12+ years (all with Civiltec) of professional civil engineering experience. His experience includes utility coordination, geographic information system processing, preparation of area drainage master plans/studies, grading and drainage plans, roadway/highway improvement plans, water and sewer plans, WMP and WWMP analysis, improvement plans for large stormwater recharge basins, storm drain hydraulic modeling and improvement plans, hydrologic and hydraulic modeling with HEC-1 and FLO-2D, hydraulic modeling of drainage structures, ponds, and rivers, and survey and improvement plan QA/QC. Additional software experience includes Civil3D, CulvertMaster, FlowMaster, ArcGIS, WSPG, WMS, HEC-RAS and Water and Sewer GEMS.

**Ben Townsend, PE – Water Planning**

**Education:** BS Civil Engineering, Arizona State University, 2001  
**Registration:** Professional Civil Engineer Arizona No. 45668 | General Contractor AROC No. 212011

Ben has recently joined Civiltec. He has over 20 years’ experience providing professional engineering, planning and construction support services to various public agencies and private sector clients in Yavapai County and Northern Arizona. His experience includes civil engineering, land planning, ADA compliant site plan coordination and design, CAD design and drafting, site grading and drainage design, roadway design, stormwater detention design, water supply and distribution, wastewater collection systems, subdivision development, and stormwater drainage studies. He has coordinated with clients, design teams, municipality representatives, contractors, surveyors, etc. on fee proposals, billing, construction administration, requests for information (RFI), testing, observation, as-builts, project cost estimates, specifications, water, sewer and drainage design reports, and stormwater pollution prevention plans.
Ben has worked closely with local municipalities like the Town of Chino Valley, City of Prescott, Yavapai County, Town of Prescott Valley, Arizona Department of Transportation, and other approving agencies, and understands local agencies’ standard details, specifications and other requirements for review processes and permit issuance. He is also skilled in the latest software for surveying, land planning and civil engineering applications, including Autodesk Civil 3D. He has recently worked on the water and sewer extension study for the Town in addition to his current work on providing a complete water systems analysis for Embry Riddle Aeronautical University.

C. Shem Hawes, PE – Wastewater Planning

Education: B.S. Civil and Environmental Engr., University of Utah
Registration: Professional Civil Engineer California No. 69578

Shem has 17+ years (12+ with Civiltec) of water and wastewater experience. During his tenure at Civiltec, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of Project Manager and/or Senior Engineer.

Wastewater experience includes the planning, design and construction management of wastewater treatment facilities including performing analysis on sewer collection facilities and designing sewer pump stations. In addition, he has been involved in modeling and designing water distribution and sewage collection systems. He was intimately involved with development of mass balance models for wastewater treatment processes which integrated recycled and utility water return and solids handling into the overall loading of the plant. Unique wastewater treatment plant (WWTP) processes could be programmed into this model to simulate mass loading through the plant and determine the cause and effect to the facility. Shem has been a part of over 20+ planning projects for water and sewer.

Gretel Ochoa-Nhac, PE – Modeling

Education: M.S., Civil Engineering, Emphasis in Transportation Engineering, California State Polytechnic University, 2015
B.S., Civil Engineering, California State Polytechnic University, 2012
Registration: Professional Civil Engineer California No. 91903
Water Audit Validator Certified

Gretel has 10+ years (8+ with Civiltec) of experience in civil engineering. Her experience includes water modeling/analysis using InfoWater and design of pipelines and roadway improvements. Over the years her experience has led to her becoming an experience person to have on the team from start to finish duties including research, scheduling, coordinating with project manager and stakeholders as well as the whole team, and assisting in driving on time deliverables. Gretel’s bread and butter besides is WMPs, urban water management plans, and water audits and validations. She understands the importance of working together with the team to produce a great product, on time. Gretel has worked on over 25+ WMPs.

Sub-consultants

Civiltec routinely works with sub-consultants to supplement work in specialty areas. Sub-consultants are selected based on our project understanding, their qualifications/experience and our history working with them. Below are paragraph resumes of key personnel’s pertinent experience, area of expertise and proposed role on this project. Sub-consultants are treated the same as members of our inhouse team. We include them in all project correspondence, scheduling and provide QC checks on their deliverables.

Jim Holt – Water Resources/Planning (Matrix/Private Consultant)

Education: B.S. Agriculture Economics, University of Arizona, 1978 | Certified Public Manager Designation, Arizona State University, 1993

Jim has 38+ years of experience (3 with Matrix) providing expertise in water resource planning including the Old Home Manor IWMP, water resource management, public relations, and marketing through focused, regional water resource advisory assistance. He is responsible for planning, prioritizing, and directing efforts to enhance and expand client services, with emphasis on new and existing clients in the Prescott, Verde Valley and
northern Arizona areas requiring specialized water resource consultation services.

**Stephan Noel, RG – Water Resources/Planning (Matrix/Private Consultant)**

**Education:** M.S. Geology, Purdue University, 1978 | B.A. Environmental Studies and History, Franklin & Marshall College, 1975 |

**Registration:** Geologist AZ No. 17065

Stephan is a Registered Geologist and Principal Hydrogeologist for Matrix with 45+ years of experience. He recently completed serving eight years as Geologist on the AZ State Board of Technical Registration. Stephan has extensive experience evaluating the quantity and quality of groundwater resources and managing well installation projects. Stephan has performed many hydrogeologic investigations throughout AZ and the southwest involving: permitting (Aquifer Protection Permits (APP), Underground Storage Facility (USF) projects, Physical Availability Demonstrations (PAD), and Analyses, Designations, and Certificates of Assured Water Supply (AAWS, DAWS, and CAWS); site-specific geologic interpretation; exploratory, monitor, and production well design and installation management; aquifer testing and analysis; design of water quality monitoring programs; recharge and recovery projects, and water rights evaluations.

**Dylan Easthouse, RG – Water Resources/Planning (Matrix/Private Consultant)**

**Education:** B.A. Geology, Whitman College, 1998

**Registration:** Registered Professional Geologist AZ No. 46233

Dylan is a Registered Geologist with professional experience performing hydrogeologic investigations throughout Arizona. He has conducted numerous hydrogeologic and site characterization studies required to satisfy Arizona Department of Environmental Quality (ADEQ) requirements for Aquifer Protection Permits (APPs), and the Arizona Department of Water Resources (ADWR) Assured and Adequate Water Supply program. He has conducted project oversight in many aspects of water well work including the design, permitting, installation, development, and testing of new production wells and monitoring wells. In this capacity he has participated in many different methods of well drilling including direct air and mud rotary, flooded reverse circulation, auger drilling, dual-tube percussion hammer driven casing, sonic drilling, stratex, and air-rotary casing advance. Dylan is experienced in aquifer testing, slug testing, soil logging, geophysical logging, video logging, water quality sampling, and data analysis.

Dylan has also participated in several groundwater recharge projects. He has designed and implemented site characterization studies which include infiltration testing using a single ring infiltrometer, borehole drilling, and percolation testing. The data from these tests were used to assess the viability of large-scale recharge projects such as those found adjacent to wastewater treatment plants.

**Celia van der Molen – Landscaping (Sketch)**

**Education:** B.S. Landscape Architecture and Regional Planning, University of Massachusetts, Amherst

**Registration:** Registered Professional Landscape Architect No. 52787

Celia is a Town resident and brings more than 20 years of experience in landscape architectural services. Her vast portfolio includes single-family developments, apartment complexes, commercial buildings, public use trail layout and design, and municipal water production facilities. In 2011 she founded Sketch Landscape Architecture and has been the sole owner for over 12 years. Prior to starting her own company, she was the Senior Project Manager for a fast-paced landscape architecture design firm that specialized in multifamily and student housing projects located throughout the United States. She manages complex projects ranging from $100,000 to $1,500,000+ and is proficient in the latest AutoCAD technology and visual and written presentation techniques. Celia was also a team member with Civiltec for the Old Home Manor IWMP project.

**PROJECT UNDERSTANDING AND APPROACH**

**Project Understanding**

The Town is seeking a Town-wide IWMP and CIP to better understand its current water system and...
ensure the ability to provide adequate water resources to the community. Previously, Civiltec completed the IWMP and CIP as well as water and wastewater modeling for the Old Home Manor area in 2021. We are familiar with the existing and proposed infrastructure. Our work on the Old Home Manor IWMP and CIP as well as the other infrastructure experience in the Town means we know what is expected from the Town. This will be a benefit for this Town-wide IWMP.

The IWMP will include development of the CIP that will ensure adequate water resource availability for the future. Work will include identifying available water resources for the area, developing a 5-year CIP based on the available water resources and ensuring compatibility with an integrated Town-wide utility system.

### General Focus Area

**Planning.** Civiltec will evaluate groundwater service area rights, assured water supplies, reclaimed water supplies, imported water supplies and possible recovery processes for long-term storage credits for the preparation of the water resources, water system, wastewater system and reclaimed water systems. Growth projections will be developed for the Town and existing water service area.

**Water Resources.** The Town’s water resources will be identified to meet water demands.

**Engineering.** Infrastructure requirements and development strategies will be identified for water, wastewater, reclaimed water and landscape systems including project phasing.

**Operations.** We will seek input from and provide recommendations to operations staff regarding operation of the planned water, wastewater, and reclaimed water systems.

**Finance.** The cost and timing of CIPs will be identified to anticipate financing for capital projects based on the improvement priorities identified in the IWMP.

**Chino Valley Town Manager.** Providing the right water supply, water and wastewater services are essential to implement the Council’s vision. This project will assist by preparing a plan to provide the necessary infrastructure to help the Town achieve its goals.

Civiltec anticipates multiple workshop meetings to ensure that we will receive feedback from the Town throughout the project duration. The meetings will allow us to be transparent throughout the process of preparing the IWMP and presenting the results.

### Project Approach and General Scope of Work

**Project Meetings, Communications, Stakeholder Engagement, and Data Collection**

Civiltec will conduct a kick-off meeting with the Town to discuss the goals and priorities of the IWMP, the existing operational issues, expected deliverables and work plan. Multiple meetings will be scheduled to ensure feedback is received from the Town throughout the process. Meetings will be conducted with the Town’s management team to keep them informed of the IWMP ongoing progress and ensure their involvement in developing the report. Civiltec utilizes Microsoft Teams through Office 365 to maintain internal communications and hosts the ability to meet remotely, when necessary, with Town staff. We will also establish a SharePoint project directory available to the Town allowing access for document sharing between Civiltec and the Town.

Following the kick-off meeting, we will issue a comprehensive RFI that includes the data needed for the preparation of the IWMP. The RFI will indicate the required information and the urgency (priority) of the information to the planning effort.

Civiltec will coordinate with the Town to collect field data and inspect facilities to develop an
understanding of the existing systems performance to strengthen our system understanding. This will include contributing water, sewer, reclaimed water, and the landscaping/drainage infrastructure. This will also include Prescott’s water infrastructure located within the community.

**Evaluation/Development of Design and Planning Criteria**

Civiltec will develop the design and planning criteria for each system based on research of previous planning efforts, industry standards, and compliance requirements. We will conduct a workshop with the Town to solicit discussion and invite feedback on the criteria being developed. Feedback will be incorporated into the final criteria, design standards, and a baseline to determine the adequacy of the existing infrastructure and planned improvements.

The primary concern of the planning criteria is to establish the practical service life of each system component and verify whether maintenance or replacement will result in an economic benefit. These performance indicators may include efficiency, reliability, and maintenance history.

**Field Survey**

Field survey will be conducted on all infrastructure where record data is insufficient to complete modeling and hydraulic analysis. This would primarily apply to the Town water and sewer facilities to establish elevations and equipment information to be incorporated into the models.

**GIS Base Map**

Civiltec will work with the Town to obtain base mapping for service boundaries. This base map will be the platform for the construction of all the system models. Record maps obtained from the Town, will be reviewed and used to determine if the record data is adequate to construct the models. Civiltec will import all field data into the GIS platform for use in model construction and validation activities. We will finalize and coordinate with the Town during this process.

**Land Use Analysis and Build-Out Impacts**

We will review the land use elements of the Town General Plan and current zoning and from Yavapai County for surrounding parcels to determine the Town’s planning vision. An analysis of actual land use will reveal the number and type of vacant parcels and will distinguish between the various permitted land uses allowed under the current zoning. Civiltec will also review current and proposed development plans within the service area and provide an estimate of water and wastewater generation including the possibility of serving areas with reclaimed water for non-potable uses if it is not designated for recharge credits.

We will develop the build-out water demands and wastewater loading based on maximum occupancy of all buildable land within the service area.

**Water and Wastewater Planning**

**Demand Projections.** To develop demand projections for the 5-year CIP horizon, we will utilize local population projections to assist in development of future water and sewer demand projections.
System Demands. We will analyze existing and future system demands as they relate to The Town’s water rights, water lease options, available supplies, water connection capacity, sewer flows and recharge capacities.

Sources of Supply Analysis. We will define the supply portfolio serving the needs of the Town based on current agreements, rights, and contracts. We will examine alternative sources of supply and rate all current and alternative sources of supply in terms of reliability, sustainability and availability for water, sewer and recycled water uses.

Current water quality standards will be compiled and Civiltec will review the Town’s historical water quality testing, observing any trending of potential critical elements for future planning of additional necessary treatment facilities (arsenic, PFAS, and/or other contaminants).

Sources of Future Supply Requirements. We will evaluate the capacity of current sources of supply against design criteria under existing, near-term, and build-out demand conditions. This will also apply to the WWTP to identify potential expansion and/or enhanced treatment requirements.

Sources of Supply to Pressure Zones. For purposes of analysis, water supply is considered as the sum of all non-emergency sources entering a pressure zone, including wells, treatment facilities, booster stations and control valves. We will evaluate the capacity of the current supply to each pressure zone against design criteria under existing, near-term, and build-out demand conditions.

Facility Analysis

Water Production Infrastructure. Production infrastructure generally consists of wells, potable and raw water transmission pipelines, treatment, and imported water connections. We will evaluate the capacity of production infrastructure against design criteria under the various demand conditions, including emergency water supply sources and availability.

Booster Pump Station. We will review pump efficiency tests for all booster pumps and sewer lift stations to evaluate their current performance relative to the manufacturer’s performance curves, including possible impacts of surge (water hammer) conditions on each booster station due to a power outage or failure.

Storage. The storage analysis will focus on the adequacy of existing and future water storage to provide for emergency, firefighting, and operational purposes as defined by design criteria under the existing, near-term, and build-out demand conditions.

Pressure Reducing Stations. Pressure reducing stations will be reviewed for the various demand conditions for the identified pressure zones.

SCADA/Telemetry. We will review the coverage, quality and extent of data collected and archived by the SCADA or other telemetry system with respect to operational flexibility and efficiency.

Transmission and Distribution Pipelines. We will examine the efficiency and capacity of pipelines to deliver normal flow under existing, near-term, and
build-out demand conditions for water and sewer capacities and regulatory agency requirements. Replacement or additional lines and sizing will be identified for critical locations.

Planning Analysis
We will develop a methodology in consultation with Town staff for identifying CIP projects for replacing, adding and/or upsizing wells, pipelines, pumps, and water storage tanks. We will also review the WWTP capacity for recommendations for expansion, enhanced treatment, and lift station upgrades.

Water System Pressure Zone Maps and Hydraulic Profiles
We will create maps and hydraulic profiles for the distribution system as a whole and for each individual pressure zone with pressure zone boundaries. The hydraulic profiles will include elevations; sources of supply entering and leaving each pressure zone; high water line and usable volume of all storage facilities; and the service elevation range for each pressure zone and subzone.

As a product of the Old Home Manor IWMP water modeling, an additional pressure zone serving the northerly portion of the community was identified. This area located north, and northwest of the Old Home Manor development area will be further reviewed as a part of the overall Town-wide IWMP project.

Water and Wastewater System Hydraulic Modeling
Civiltec will review the current information for the water and wastewater systems including available video records. We will model the collection system, connectivity and attributes based on the planning phase work and identify any abnormalities or required upgrades. Model elements will include a presentation-quality map of the system model showing pipe numbers, node numbers, manholes and other system components.

The water and wastewater models will be developed, calibrated, and used for identification of necessary improvements to provide service to the area for both the 5-year horizon and long-term development.

Process Flow Diagrams
We will create process flow diagrams that depict the elements of the water and sewer infrastructure, their interconnectivity, elevation data, and general system configuration to provide an overview of the systems on a single drawing. This will reflect an overview of each system as a “big picture” representation.

Recycled Water Planning
The Town discharges its treated wastewater to a series of recharge basins located near the plant for the purpose of recharging/banking the water for future use requirements. As a part of the recycled water planning, Civiltec will evaluate the existing reclaimed water process, the existing basins, current pumping capacity requirements, recharge capacity, historical contributions and identify deficiencies and recommend opportunities for expansion of the system. Our observations and modeling will result in identification of necessary improvements to provide the service to the area for both the 5-year and potentially long-term development plans.

We will create future system demands based on the Town’s past recharge basin data to identify potential uses or additional recharge capacity. Demand projections will also be developed, for reviewing the potential for recycled water demand. Use sites will also be developed if the treated effluent is not used exclusively for aquifer recharge purposes. The current WWTP water quality will be reviewed as well as what may be needed to meet a direct application of reuse water threshold.

We will evaluate the capacity of the reuse water supply to evaluate the limits of the use of recycled water supplies and the potential for reuse water storage (tanks, reservoirs, injection, and recovery wells, etc.). The evaluation will identify the need for distribution piping to potential users.
Reclaimed water modeling, review of regulatory requirements, system planning, CIP preparation, conducting the reclaimed water system workshop and the final memorandum for the system will follow the same general planning and development process as described for the water and sewer systems. The results of the Phase 1 tasks for the water, sewer and reclaimed Water Resources Master Planning will be reviewed in workshops with the Town for concurrence or required modifications of the findings. Final technical memorandums will be prepared and included for water, sewer and recycled water systems in the completed Final Report.

**Phase 2: Integration**

Phase 2 involves developing the Town-wide integration of the prior Phase 1 work for more detailed sizing of Town’s systems to ensure compatibility for future needs.

**Integration of Water Resources**

We will review the supply and demand needs of the Town from our previous tasks to determine how the needs can be met while considering their regulatory requirements. The reliability of the sources to meet future demands will also be examined to identify the most efficient means to achieve the Town’s goals and develop the water resource alternatives. Logical phasing of the improvements will be identified in harmony with the development needs of the area.

The integration process will be based on the technical memorandums with identified infrastructure requirements, water availability, phasing needs and potential land use of the property.

At the conclusion of the integration assessment plan development, integration workshop, and preparation of the technical memorandums the outcome will be included in the final overall report.

**Phase 3: CIP Development**

This phase includes the development of the 5-year CIP as well as system improvements and resource development generated by the previous water, sewer, reclaimed water, and integration plans. The 5-year plan will identify capital improvements required by year, chronology, predecessors, costs, and overall system planning. The final CIP will be reviewed in a workshop with the Town for concurrence or required modifications of the findings. A final CIP technical memorandum will be prepared and included in the final document.

**Cost Estimating Framework**

We will establish a uniform cost estimating methodology suitable for planning purposes. To the extent feasible, the methodology will be based on protracted historical construction cost records provided by the Town and Civiltec’s recent experience with related projects.

**Identification of Deficiencies**

Based on hydraulic evaluation and cyclical replacement analysis, we will identify system deficiencies and recommend mitigation as a series of projects and programs. Each project or program will be discussed individually and include a description, justification, priority, cost estimate and map showing its extent. As applicable, project descriptions may also include opportunities for synergy, alternative solutions, qualification for alternative funding options and recommendations for field verification or further study.

The CIP will consider the Town’s fiscal year budgeting for capital improvements so that a realistic plan can be developed for identified improvements.

**Presentation of the CIP**

We will present the 5-year CIP graphically as a map for the service area with individual projects identified by name and type. The CIP will be presented in tabular form by type in accordance with
the Town’s preferences for organization and budgeting.

PHASE 4: OUTDOOR LANDSCAPE DESIGN

Civiltec will use the expertise of Sketch to develop the outdoor landscape design, stormwater capture possibilities and passive design criteria for elimination or minimization of outdoor watering and irrigation demands. Low water use plants, rain harvesting, underground stormwater collection cisterns, subsurface infiltration systems, rain barrels and other elements will be evaluated and included in a technical memorandum to be presented to the Town in a workshop.

The recommendations and draft ordinances could be applied Town-wide and apply to new developments within the Town. A design workshop will be held, a technical memorandum developed and recommendations for landscape ordinances will be provided and incorporated into the final IWMP.

PROJECT DELIVERABLES

IWMP Reports

Draft Report. As each Technical Memorandum is completed, Civiltec will compile the full report (with the CIP) and present it as a draft report to the Town for review. Draft submittals will include the production of an administrative overview outline/draft, initial draft, and final draft reports for review and comment by the Town. The draft executive summary will also be provided to Town for review.

Final Report. At the completion of the Draft Report preparation process, Civiltec will issue and present a Final Report and a stand-alone executive summary to the Town in an electronic PDF format, original Microsoft Word and Excel files, and several hard copies to be determined. Additionally, an informational summary brochure will be prepared for use by the Town for public outreach.

CIVILTEC’S QA/QC PROGRAM

Civiltec maintains a robust QA/QC system customized to fit each project. The goal is to produce exceptional, accurate, conforming, compliant, cost effective, quality deliverables as specified in the scope of work and expected by the client. Civiltec’s Project Manager will oversee, manage, and implement the QA/QC process and be responsible for ensuring that each project milestone has been processed in accordance with Civiltec’s program. At each milestone, the Project Engineer will ensure the submittal meets the scope of work requirements, schedule, and budget. The Project Engineer will provide project updates to the Town’s Project Administrator. The updates will include project status, comments on scope compliance, required action items, and updates on schedule and budget. Following review by the Project Manager, weekly project updates can be provided to the Town.
We utilize Microsoft Project to develop and maintain overall project schedules. These schedules are used as a communication tool with our clients and staff, so all expectations and budgets are met. Based on our man-hour estimates and staff availability, project schedules are established for every task. The schedule on the following page is based on our similar experience and understanding of your project. Civiltec has the resources available to immediately begin this project and see it through completion to your complete satisfaction. The schedule assumes submittal reviews will be completed in a timely manner.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>OVERALL PROJECT PRELIMINARY SCHEDULE</td>
<td>260 days</td>
<td>Tue 7/4/23</td>
<td>Mon 7/11/24</td>
</tr>
<tr>
<td>Task 1 – Kick-off Meeting - Notice to Proceed</td>
<td>33 days</td>
<td>Mon 7/3/23</td>
<td>Wed 7/16/23</td>
</tr>
<tr>
<td>Kick-off Meeting</td>
<td>2 days</td>
<td>Tue 8/15/23</td>
<td>Wed 8/16/23</td>
</tr>
<tr>
<td>Task 2 – Draft IWMP Plan</td>
<td>130 days</td>
<td>Tue 8/15/23</td>
<td>Mon 2/12/24</td>
</tr>
<tr>
<td>Data Acquisition, Establish Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements, Topo Survey and Other Identified Tasks</td>
<td>100 days</td>
<td>Tue 8/15/23</td>
<td>Mon 1/1/24</td>
</tr>
<tr>
<td>Workshops, Meetings, Draft Technical Memorandums and Preparation of the Draft IWMP Plan</td>
<td>30 days</td>
<td>Tue 1/2/24</td>
<td>Mon 2/12/24</td>
</tr>
<tr>
<td>Task 3 – Final IWMP Plan</td>
<td>45 days</td>
<td>Thu 2/15/24</td>
<td>Wed 4/17/24</td>
</tr>
<tr>
<td>Continued Data Acquisition, Establishment of Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements and Other Identified Tasks</td>
<td>28 days</td>
<td>Thu 2/15/24</td>
<td>Mon 3/25/24</td>
</tr>
<tr>
<td>Workshops, Meetings, Draft Technical Memorandums and Preparation of the Final IWMP Plan</td>
<td>17 days</td>
<td>Tue 3/26/24</td>
<td>Wed 4/17/24</td>
</tr>
<tr>
<td>Task 4 – Draft Capital Improvements Plan (CIP)</td>
<td>79 days</td>
<td>Fri 2/16/24</td>
<td>Wed 6/5/24</td>
</tr>
<tr>
<td>Identify Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, Short and Long Term Cost Elements</td>
<td>40 days</td>
<td>Fri 2/16/24</td>
<td>Thu 4/11/24</td>
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<tr>
<td>Meetings, Workshops and Prepare Draft CIP</td>
<td>39 days</td>
<td>Fri 4/12/24</td>
<td>Wed 6/5/24</td>
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<tr>
<td>Task 5 – Final CIP</td>
<td>15 days</td>
<td>Thu 6/6/24</td>
<td>Wed 6/16/24</td>
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<tr>
<td>Final Identification of Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, Short and Long Term Cost Elements</td>
<td>10 days</td>
<td>Thu 6/6/24</td>
<td>Wed 6/19/24</td>
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<tr>
<td>Submit Final CIP Plan</td>
<td>5 days</td>
<td>Thu 6/20/24</td>
<td>Wed 6/26/24</td>
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<tr>
<td>Task 6 – Final Report and Deliverables</td>
<td>3 days</td>
<td>Thu 6/27/24</td>
<td>Mon 7/1/24</td>
</tr>
<tr>
<td>Final Report and Deliverables</td>
<td>3 days</td>
<td>Thu 6/27/24</td>
<td>Mon 7/1/24</td>
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</tbody>
</table>
APPENDIX A

KEY TEAM MEMBER RESUMES & LICENSE COPIES
SUMMARY

Richard has more than 43+ years (5+ with Civiltec) of extensive engineering experience that includes project management, planning and design for public and private entities throughout Northern Arizona. He has provided engineering services via standard design-bid-build, construction manager at risk and design-build delivery systems. Richard’s quality assurance/quality control experience includes construction plan reviews for various agencies for code compliance and competent design, subdivision plat reviews for conformance with construction plans, construction inspections, agency certifications, evaluation of testing report submittals, and review of contractor materials submittals for conformance with project specifications. He has also served as contract City Engineer for Williams (23+ years, 1992-2003 and 2005-2017), Town Engineer for Jerome (2013-2015), and Town Engineer for Camp Verde (6 years), Clarkdale (interim) and Sedona (short term assignment).

PROJECT EXPERIENCE

Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley
Project Manager. In charge of the development of the integrated water resources, water, wastewater, and reclaimed water master plan as well as the capital improvements plan for Chino Valley’s Old Home Manor property. The IWMP identified/recommended the best ways to develop property, determine resources and infrastructure needs, and created a 5-year capital improvement plan implementation strategy for the purpose of ensuring that the Old Home Manor infrastructure is integrated seamlessly into a Chino Valley-wide utility system.

Municipal Waterline Improvements, Town of Chino Valley
Project Manager. The Town of Chino Valley selected Civiltec as the lead consultant for their Municipal Waterline Improvements Project. Civiltec helped to alleviate infrastructural stress by providing a new 18" waterline along the Peavine Trail to better accommodate the town’s water demands in the Old Home Manor area of the community. The project included design for 4,554 linear feet of a 18-inch waterline that runs along the Peavine Trail, as well as the connections to the existing 12-inch waterline on Perkinsville Road and the 12-inch line on Road 2 North.

Public Safety Drill Grounds Master Plan, City of Prescott
Project Manager. Civiltec conducted an in-depth study of the existing drainage, utilities, and hardscape features such as concrete slabs and paved surfaces at the City of Prescott Fire Training facility. The information was then put into a phased master development plan to provide improvements to the training facility. Improvements included...
site drainage, concrete and asphalt pavements, parking areas, electrical and lighting systems, septic systems, and addressing water flow pressure issues. Civiltec also provided surveying services to the police shooting range parcel.

Seligman Sewer Improvements, Yavapai County Public Works Dept.
Project Manager. Responsible for the survey, design, bid and construction phase services for a Northern Arizona Council of Governments / Community Development Block Grant funded improvement project in Seligman, Arizona. Work included the design for the rehabilitation of an 80 – 100-year-old cast iron waterline running under the Burlington, Northern and Santa Fe Railroad. Project design included gaining railroad authorization/permitting for the improvements within their right-of-way, rehabilitation/cleaning of the old sewer line without damaging the ancient cast iron pipe and installation of a cured in place liner to provide another 100 years of service life. New manholes were included at the ends of the pipeline to replace old concrete boxes.

Ash Fork Drainage Master Plan, Yavapai County Flood Control District
Project Manager. Responsible for the development of a drainage master plan funded by Yavapai County Flood Control District. Work included data acquisition, facility inventory, hydrology/hydraulics, mapping, identification of areas requiring improvements, development of the master plan report and 15% level of detail plans for various improvements. Several community meetings were held in Ash Fork to receive public input in the development of the master plan. Additionally, questionnaires were developed in conjunction with the Yavapai County Flood Control District and published in the local newsletters requesting comment from the residents. The plan will serve to guide for Yavapai County Flood Control District project funding in future years.

Jerome Drainage Master Plan, Yavapai County Flood Control District
Project Manager. Responsible for the development of a drainage master plan funded by Yavapai County Flood Control District. Work included data acquisition, facility inventory, hydrology/hydraulics, mapping, identification of areas requiring improvements, development of the master plan report and 15% level of detail plans for various improvements. Several community meetings were held in Jerome to receive public input in the development of the master plan. Additionally, questionnaires were developed in conjunction with the Yavapai County Flood Control District and published in the local newsletters requesting comment from the residents. The plan will serve to guide for Yavapai County Flood Control District project funding in future years.

Town of Prescott Valley – Drilling and Equipping New Municipal Wells
Project Manager for engineering services for the Design and construction phase services for 4 new municipal wells for the Town of Prescott Valley. Work included survey, permitting, SWPP Plans, site design, well pump sizing, well head equipment and building layout, and construction inspection and certification. Wells completed and placed into service in the last 5 years include Legend Larry, Little Pete, Antelope Park, and Monks Well.
State of Arizona
State Board of Technical Registration
for
Architects, Assayers, Engineers, Geologists,
Landscape Architects and Land Surveyors

Richard Edward Aldridge

having exhibited to the Arizona State Board of Technical Registration satisfactory evidence of good moral character and of qualifications and proficiency, is hereby authorized to practice professionally in the State of Arizona and use the title of

Professional Engineer
with proficiency in

Civil Engineering

In witness whereof, the Board grants registration and issues certificate number 20878, subject to renewal, and affixes the seal of this Board at Phoenix, Arizona, this 15th day of July, 1987.

Chairman of the Board

Secretary of the Board
RICHARD SHROADS, PE, RLS
PRINCIPAL IN CHARGE & QA/QC

PROFESSIONAL REGISTRATION
Professional Civil Engineer
Arizona No. 24601
California No. 35447
Professional Land Surveyor
Arizona No. 26405
California No. 5640

EDUCATION
B.S. Civil Engineering, California Polytechnic University, Pomona, 1981

PROFESSIONAL AFFILIATIONS
American Council of Engineering Companies
American Public Works Association
American Society of Civil Engineers
Arizona Floodplain Management Association
Arizona Professional Land Surveyors Association
California Land Surveyors Association

EXPERTISE
☒ Civil Engineering
☒ Drainage Engineering
☐ Electrical Engineering
☒ Transportation Engineering
☒ Wastewater Engineering
☒ Water Engineering
☒ Survey
☒ Construction Management

SUMMARY
Richard (Rick) has been involved in the civil engineering arena since 1976. In 1986, he founded Civiltec Engineering, Inc. and served as President for 28 years. Rick has 46+ years (37+ with Civiltec) of experience in the project management and design of roadways, water supply and distribution systems, sewer systems, hydrology and drainage systems, airport specialty design and site development plans. He has performed and prepared boundary analysis and establishment surveys, geodetic surveys, cadastral surveys, ALTA surveys, topographic surveys, aerial control surveys, mapping, plating, title research and analysis, land title discrepancy resolution, legal assistance, and hundreds of construction survey projects.

Recently, Rick served as interim County Engineer for Coconino County. He was instrumental in the preparation and implementation of in-house engineering procedures for delivering capital improvement projects associated with pavement reconstruction, preservation projects and flood control projects county wide. He also managed flood and debris mitigation projects associated with the aftermath of the Schultz fire and Slide fire disasters.

PROJECT EXPERIENCE
Bisbee Water Master Plan, Arizona Water Company
Principal. Prepared water model and capital improvement plan documents for the approximately 40 square mile Bisbee Planning Area to help determine the phasing of necessary infrastructure regarding fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.

Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley
Principal. Prepared an integrated water resources, water, wastewater and reclaimed water master plan and capital improvement plan for the Town of Chino Valley Old Home Manor property developing resource information on the water usage and stability of the current resources to develop recommendations for the best five-year capital improvement plan for resources/infrastructure needs.

Ho Kay Gan Area Drainage Master Study, Yavapai County
Principal. Completed new two dimensional hydrologic and hydraulic modeling for the 1.5-square-mile watershed impacting the study area (approximately 300 acres) including significant existing drainage structures. The area is entirely residential and essentially built out. Based on the modeling and input from residents through mailed questionnaires and public meetings, problem areas were identified and quantified for various storm event recurrence intervals. Conceptual alternatives and preliminary
preliminary cost estimates were prepared to mitigate drainage and flooding problems. Based on a set of developed criteria, conceptual alternatives were recommended. The conceptual mitigation measures alternatives were then prioritized based on a weighted prioritization matrix. The selected alternatives included regional detention, storm drain improvements and roadway crossing improvements.

Kachina Village Water & Wastewater Master Plan, Kachina Village Improvement District
Principal. The Kachina Village Improvement District desired a water and wastewater master plan to improve operations, project future capital improvement project and accommodate for growth in their service boundary. The water system consisted of wells, distribution mains, pump stations, reservoirs, and disinfection facilities, while the wastewater system consisted of gravity mains, force mains, manholes, cleanouts, lift stations, treatment plant and effluent evaporation ponds. The goal for this project was to establish a realistic and affordable plan for operations during a 20-year horizon as it relates to the water and wastewater system, maintenance, capital improvement programs and associated costs that must be recovered by Kachina Village Improvement District to remain self-sufficient. Research tasks included review of their general plan and relevant planning documents, confirming design criteria, assessing pipe capacity, and reviewing existing and projected water and sanitary sewer regulations. The master plans developed current and projected loading scenarios including peak flows and capital improvement plans with cost estimates and project prioritization.

Granite Oaks Water System Upgrade, City of Prescott
Principal. Prepared a water system master plan study, analysis of the existing supply, distribution, and storage system for a water company serving 1,200 customers. Completed engineering plans and documents for new wells, with unbalance three phase power problems, new distribution lines and telemetry systems. Provided construction surveying, inspection, and management during the construction process. Construction phase services included construction observation (inspection), construction surveying, on-site problem solving, change order advice, inspection reports, as-built plans and certifications, and contractor pay request reviews and approvals for new well construction, water supply line and interconnection, electrical system, low voltage starter, telemetry, and well mechanical valving system.

Yavapai County Jail, Sewer System Study and Pump Station Design, Camp Verde
Principal Engineer. This project included flow analysis and extrapolated predictions for future flows for a 400-bed addition to the facility. A duplex submersible pump station was rehabilitated. The improvements included polymer wet well lining, and design to handle peak flows with one pump out of service. A new force main and gravity collection system were also designed to minimize velocities and maintain solids movement.

Sewer System Engineering Analysis, Embry Riddle Aeronautical University
Principal. Provided professional services to map the campus sewer system by researching historical data, surveying all existing manholes, cleanouts, and other pertinent data associated with the system. Worked with a sub consultant and provided video for approximately 12,000 lineal feet of sewer main and lateral piping on the campus that was culminated into a report. The report encompassed all the survey data for each manhole. The video illustrated the size, type, and condition of each lineal foot of pipe on campus. Based on research and data collection, identified immediate needs and capital improvements to be completed within the next 5 years. This report was presented to the staff, facilities management, and the architect for the Master Planning of the campus. This comprehensive report, along with easy-to-read color-coded maps, is being used and implemented as Embry Riddle Aeronautical University is beginning to upgrade their system.
STATE OF ARIZONA

STATE BOARD OF
TECHNICAL REGISTRATION

FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS,
LANDSCAPE ARCHITECTS AND LAND SURVEYORS

RICHARD HENRY SHROADS

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER
WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS THEREOF, THE BOARD
GRANTS REGISTRATION AND ISSUES
CERTIFICATE NUMBER 24601 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 27TH DAY OF SEPTEMBER, 1990.

CHAIRMAN OF THE BOARD

SECRETARY OF THE BOARD
Benjamin Townsend, PE
Senior Project Manager

Professional Registration
Civil Engineer, Arizona #45668
General Contractor AROC #212011

Education
BS Civil Engineering, Arizona State University, 2001

Expertise
☒ Civil Engineering
☒ Drainage Engineering
☐ Electrical Engineering
☒ Transportation Engineering
☒ Wastewater Engineering
☒ Water Engineering
☒ Survey
☒ Construction Management

Summary
Ben has recently joined Civiltec. He has over 20 years’ experience providing professional engineering, planning and construction support services to various public agencies and private sector clients in Yavapai County and Northern Arizona. His experience includes civil engineering, land planning, ADA compliant site plan coordination and design, CAD design and drafting, site grading and drainage design, roadway design, stormwater detention design, water supply and distribution, wastewater collection systems, subdivision development, and stormwater drainage studies. He has coordinated with clients, design teams, municipality representatives, contractors, surveyors, etc. on fee proposals, billing, construction administration, RFIs, testing, observation, as-builts, project cost estimates, specifications, water, sewer and drainage design reports, and stormwater pollution prevention plans. Ben has worked closely with local municipalities like City of Prescott, Yavapai County, Town of Prescott Valley, Arizona Department of Transportation, and other approving agencies, and understands local agencies’ standard details, specifications and other requirements for review processes and permit issuance. He is also skilled in the latest software for surveying, land planning and civil engineering applications, including Autodesk Civil 3D.

Project Experience
Water System Analysis, Embry-Riddle Aeronautical University
Project Engineer. Our team is in the process of going over existing documents and system information of current water system, perform site visits for verification of installed facilities, review of available as-built construction plans for initial system mapping, review of historical water usage (demands) for the system, and determine future system needs. The prepared water system maps including the primary facilities (PRV Stations Master Meters, waterline approximate locations and sizes, valves, air release valves, fire hydrants, approximate locations of other water meters, and other system components. Final map formatting, scale, and presentation to create a backbone model of the water system. The modeling will also identify where deficiencies exist and the team will make recommendations for future system improvements.

Peavine Trail 18-inch Waterline Improvements, Town of Chino Valley
Project Engineer. Professional design and construction management/observation services for approximately 4,554 linear feet of 18-inch water main that will connect the existing 12-inch line in Perkinsville Road to the existing 12-inch water main at Road 2 North. The new waterline will follow the Town-owned Peavine Trail alignment. This new water main will create a loop in the northern section of the water distribution system and is being funded in part by an EAP Grant.
Road 2 North Water and Sewer Extension Study, Town of Chino Valley
Project Engineer. The project consists of a review of the existing water and sewer infrastructure, estimating demands for the Road 2 North potential water and sewer service area, and modeling the existing water and sewer systems for sizing of potential line extensions.

Design Review and Operations Enhancement, Inscription Canyon Water Company
Project Engineer. Consists of a set of wells and water distribution systems to the Inscription Canyon/Whispering Canyon developments and a second set of wells and water distribution systems to the Talking Rock/TRR Golf Course development. The two systems are independent with no cross ties. The project was split into three phases. Phase 1 including the Inscription Canyon/Whispering Canyon & Talking Rock water system data collection, system mapping, evaluation and general recommendations. Phase 2 incorporates the Talking Rock Ranch water system modeling, system detailed evaluation and report preparation including recommendations for system and operational enhancements. While Phase 3 is the Inscription Canyon/Whispering Canyon water system modeling, system detailed evaluation and report preparation including recommendations for system and operational enhancements.

Community Center Drainage Improvements, Town of Chino Valley
Project Engineer. Anticipated work includes drainage improvements for the overall area, paving of the Community Center parking lot and detention basin enhancements. This proposal is for the first phase of the project which includes the installation of drainage improvements from the northeast corner of the Community Center to the trails/detention basin area adjacent to Perkinsville Road.

Drainage Improvements, Town of Dewey-Humboldt
Project Engineer. providing drainage improvements for two culverts in the vicinity of E. Bradshaw Road and S. Foothill Drive in the Town of Dewey-Humboldt, Arizona. Phase 1 tasks for the project will consist of a topographic survey to define the limits of the improvements, a drainage memo for sizing the culverts and the preparation of construction plans for the culvert improvements. Post design services are in Phase 2.

Chino Valley Solar Farm Drainage Improvements, Arizona Public Service
Project Manager. design work related to repairs to an existing storm drain culvert that crosses a site driveway in the southeast corner of the site. The culvert crossing was damaged during recent storms when the culvert crossing became clogged and was overtopped. The existing culvert crossing consists of six 36-inch diameter HDPE culvert barrels with grates, (approximately 6”x6” grid), affixed to the inside diameter of the pipes. It appears that the culvert inlets became clogged with off-site vegetative debris, causing the inlet side of the culvert pipes to be deflected upwards. Additionally, the clogging caused the culvert crossing to be overtopped, routing storm water onto the site in a location that caused problems with current construction activities. The overtopping also created concerns about possible future overtopping occurrences adversely affecting the improvements to be in the path where the overtopping occurred. The project will consist of designs to repair the damaged culverts, construct an inlet headwall structure with trash-racks to help prevent clogging and an embankment to help divert overtopping storm water to flow over the road at the existing culvert location directly into the downstream channel, rather than at the existing low point south of the culvert crossing.

WIFA Master Plan System Mapping, Diamond Valley Water District
Project Engineer. proposal is to renew the on-call agreement established between Diamond Valley Water District and Civiltec in 2017, with a current rate schedule.
STATE OF ARIZONA

STATE BOARD OF
TECHNICAL REGISTRATION

BENJAMIN WALTER TOWNSEND

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER
WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS THEREOF, THE BOARD
GRANTS CERTIFICATION AND ISSUES
CERTIFICATE NUMBER 45668 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX ARIZONA
THIS 20TH DAY OF DECEMBER, 2006.

Stuart R. Lane, Board Chair

Joy Lyndess, Secretary
SUMMARY

Andrew has 16+ years (all with Civiltec) of diverse civil engineering experience. This includes utility coordination, geographic information system processing, preparation of area drainage master plans and studies, hydrologic and hydraulic modeling for drainage structures, ponds, rivers, water and sewer systems; construction bid packages grading and drainage, roadway/highway improvements, water and sewer systems, large stormwater recharge basins, storm drains, channels, reservoirs and natural gas systems; survey, plan reviews and improvement plan set quality assurance/quality control. Software experience includes Civil3D, MicroStation and InRoads, CulvertMaster, FlowMaster, ArcGIS, WSPG, WMS, HEC-RAS, HEC-1 and FLO-2D.

PROJECT EXPERIENCE

Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley
Project Engineer. Prepared an integrated water resources, water, wastewater and reclaimed water master plan and capital improvement plan for the Town of Chino Valley Old Home Manor property developing resource information on the water usage and stability of the current resources to develop recommendations for the best five-year capital improvement plan for resources/infrastructure needs.

Town of Bisbee Water Master Plan, Arizona Water Company
Project Manager. Prepared water model and capital improvement plan documents for the approximately 40 square mile Bisbee Planning Area to help determine the phasing of necessary infrastructure regarding fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.

Pinal County Water Supply Assessment, Arizona Water Company
Project Engineer. Responsible for the development of Pinal County’s water supply analysis and project sustainability over the following ten years to match 2022 and 2027 milestones. Water duty factors are developed from existing demand by land use category. Production and water losses are also considered in the analysis. capacity of existing plants under 2017, 2022 and 2027 demand conditions.

Kachina Village Improvement District’s Water Master Plan, Coconino County
Project Engineer. The Kachina Village Improvement District desired a water and wastewater master plan to improve operations, project future capital improvement project and accommodate for growth in their service boundary. The water system consisted of wells, distribution mains, pump stations, reservoirs, and disinfection facilities, while the wastewater system
consisted of gravity mains, force mains, manholes, cleanouts, lift stations, treatment plant and effluent evaporation ponds. The goal for this project was to establish a realistic and affordable plan for operations during a 20-year horizon as it relates to the water and wastewater system, maintenance, capital improvement programs and associated costs that must be recovered by Kachina Village Improvement District to remain self-sufficient. Research tasks included review of their general plan and relevant planning documents, confirming design criteria, assessing pipe capacity, and reviewing existing and projected water and sanitary sewer regulations. The master plans developed current and projected loading scenarios including peak flows and capital improvement plans with cost estimates and project prioritization.

Schultz Area Flood Mitigation and Emergency Watershed Protection, Coconino County
Project Engineer. Since 2010, Civiltec has assisted Coconino County with hydrologic modeling and several flood mitigation design and construction projects associated with the Shultz Fire. The hydrology study quantified the peak flow rates impacting the 50 square mile study area in the immediate post burn condition in 2010, at a point where some short-term recovery has occurred in 2015, and at a point where some longer-term recovery has occurred approximately in 2030. Civiltec also provided civil design and surveying, project management, construction administration, construction staking, and construction observation services for multiple flood corridors including the Wupatki Corridor, Brandis Corridor, Campbell Corridor, North Paintbrush Corridor, and South Paintbrush Corridor. Schultz project goals are to provide immediate and long-term flood protection and watershed restoration benefits to offset the continued impacts and threats by flooding, erosion, and debris damage as a result the Schultz fire. The project includes an integrated watershed approach that ties watershed recovery efforts on forest to flow conveyance and flood protection measures in the neighborhood. The project will reduce sediment loads originating in USFS lands and will safely convey flood waters through developed public and private lands.

Lakeside Water Master Plan, Arizona Water Company
Principal & Project Manager. Prepared water model and capital improvement plan documents.

2017 Water Master Plan and Water Quality Assessment, La Verne
Project Engineer. Responsible for developing the policy and direction for urban development and implemented conservation measures. Completed a study to verify the results of the prior Lead Corrosion Study (prepared by another firm) and Nitrification Monitoring and Control Plan to determine additional operational adjustments and system improvements to be made to minimize the occurrence of nitrification and corrosion. Also included an analysis of the system to determine sensitivities to nitrification and ultimately solutions to minimize loss of disinfectant and nitrification. Developed water system model, operational, administrative, and capital improvements were summarized, capital improvement concepts prepared to conceptualize capital improvements and descriptions for the need and benefits of each project summarized.

Valley Country Water District’s 2012 Water Master Plan Update
Project Engineer. Completed the analysis of the Southern California Association of Government’s geographic information system database to develop a boundary map and land use tables for Baldwin Park.

Sunny Slope Water Company’s, 2012 Water Master Plan
Project Engineer. Developed a boundary map that included land use breakdown by parcel as part of the water master plan.
Andrew Richard Shroads

Board of Technical Registration

ENGINEER/CIVIL

Having exhibited to the Arizona State Board of Technical Registration satisfactory evidence of good moral character and of qualifications and proficiency, is hereby authorized to practice professionally in the state of Arizona and use the title of Engineer/Civil.

In witness thereof, the Board grants certificate number 58518, and affixes the seal of this board at Phoenix, Arizona this 26th day of August, 2014.

Robert M. Stanley, Board Chair

Edward F. Marley, Board Chair
**GRETEL D. OCHOA-NHAC, PE**  
**PROJECT ENGINEER**

### PROFESSIONAL REGISTRATION
Professional Civil Engineer  
California No. 91903  
Water Audit Validator Certified,  
California-Nevada Section,  
American Water Works Association

### EDUCATION
- **M.S., Civil Engineering, Emphasis in Transportation Engineering**, California State Polytechnic University, 2015  
- **B.S., Civil Engineering**, California State Polytechnic University, 2012

### PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers  
Institute of Transportation Engineers

### EXPERTISE
- ☒ Civil Engineering  
- ☒ Drainage Engineering  
- ☐ Electrical Engineering  
- ☐ Transportation Engineering  
- ☐ Wastewater Engineering  
- ☒ Water Engineering  
- ☐ Survey  
- ☒ Construction Management

### SUMMARY
Gretel has 10+ years (8+ with Civiltec) of experience in civil engineering. Her experience includes water modeling/analysis using InfoWater and design of pipelines and roadway improvements. Over the years her experience has led to her becoming an experience person to have on the team from start to finish duties including research, scheduling, coordinating with project manager and stakeholders as well as the whole team, and assisting in driving on time deliverables. Gretel’s bread and butter besides is water master plans, urban water management plans, and water audits and validations. She understands the importance of working together with the team to produce a great product, on time. Additionally, Gretel has been involved with modeling more than 50 water systems, including 10+ water or recycled water master plans.

### PROJECT EXPERIENCE

#### Town of Bisbee Water Master Plan, Arizona Water Company
**Project Manager.** Prepared water model and capital improvement plan documents for the approximately 40 square mile Bisbee Planning Area to help determine the phasing of necessary infrastructure regarding fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.

#### 2023 & 2015 Urban Water Management Plan, Sunny Slope Water Company
**Staff Engineer.** Prepared Sunny Slope Water Company’s (SSWC) Urban Water Management Plan (UWMP) in compliance with the UWMP Act to satisfy all statutory and regulatory requirements established by the Department of Water Resource. The report fulfilled a variety of planning, informational and legal requirement and served as a primary source for integrated water and land use planning at the district, city and county levels per compliance with SB 610 and SB 221 related to water assessment and procurement of water supplies prior to construction of new development.

#### 2015 Urban Water Management Plan, Orchard Dale Water District
**Staff Engineer.** This Urban Water Management Plan Update was prepared to fulfill the requirements of the Urban Water Management Planning Act and to comply with the *Guidebook to Assist Water Suppliers in the Preparation of a 2015 Urban Water Management Plan* as provided by the California Department of Water Resources (DWR) for a total service area of approximately 2.02 square miles (1,400 acres). The District’s water system has one pressure zone, 4,000 services, and approximately 40 miles of pipeline.
2017 Water Master Plan and Water Quality Assessment, La Verne
Staff Engineer. Responsible for developing the policy and direction for urban development and implemented conservation measures. Completed a study to verify the results of the prior Lead Corrosion Study (prepared by another firm) and Nitrification Monitoring and Control Plan to determine additional operational adjustments and system improvements to be made to minimize the occurrence of nitrification and corrosion. Also included an analysis of the system to determine sensitivities to nitrification and ultimately solutions to minimize loss of disinfectant and nitrification. Developed water system model, operational, administrative, and capital improvements were summarized, capital improvement concepts prepared to conceptualize capital improvements and descriptions for the need and benefits of each project summarized.

2015 Urban Water Management Plan, Walnut Valley Water District
Staff Engineer. Developed the District’s water system modeling and hydraulic modeling. Collaborated in developing policy and direction for urban development and implementation of conservation measures within the District.

2015 Urban Water Management Plan, Cucamonga Valley Water District
Staff Engineer. Prepared Cucamonga Valley Water District’s (CVWD) 2015 Urban Water Management Plan, which required collaboration to develop policy and direction for urban development and implementation of conservation measures within CVWD. The plan served as an important source document for surrounding cities and counties as they update their general plans. Recommended building new wells to capture groundwater to ensure there would be sufficient water supply during times of drought, regulatory constraints, or emergencies. The public hearing for the UWMP was held on June 14, 2016 and comments were incorporated prior to the submittal of the report. Immediately following the public hearing, this document was adopted by the CVWD Board and the UWMP was submitted on June 30th of the same year to the California Department of Water Resources.

Maine Booster Pump Station Feasibility Study and Improvements, Valley County Water District
Project Engineer, Hydraulic/Hydrologic. Completed the hydraulic analysis and prepared the final design for the Maine Booster Pump Station improvements including modifications to the Maine East and West Well and East and West Steel Reservoir inlet/outlet piping. A hydraulic analysis was performed to ensure the replacement pumps are sufficiently sized to pressurize the system in conjunction with the Valley County Water District’s second pump station within the same zone. The analysis also included an evaluation of pump sequencing that was critical to service the pressure zone with multiple pumps with different capacities and HP. The project replaced four existing horizontal split case pumps and new 25-, 30-, 50-, and 100-HP motors. Additional services included construction support during construction.
Gretel Ochoa-Nhac

Has completed the training and examination requirements for validating water loss audits, which have been compiled following the principles and terminology laid out by the American Water Works Association, according to the Level 1 Water Audit Validation methods set forth by the Water Research Foundation; and is hereby granted this Certificate of completion as a CALIFORNIA WATER AUDIT VALIDATOR

Valid through December 17, 2024

William E. Penm
Director of Educational Programs
SUMMARY

Shem has 19+ years (15+ with Civiltec) of water and wastewater experience. During his tenure at Civiltec, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater, and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of project manager and/or senior engineer. Wastewater experience has included the planning, design and construction management of wastewater treatment facilities including performing analysis on sewer collection facilities and designing sewer pump stations. In addition, he has been involved in modeling and designing water distribution and sewage collection systems. He was intimately involved with development of mass balance models for wastewater treatment processes which integrated recycled and utility water return and solids handling into the overall loading of the plant. Unique wastewater treatment plant processes could be programmed into this model to simulate mass loading through the plant and determine the cause and effect to the facility. Shem also developed hydraulic modeling systems to simulate hydraulic conditions through the plant’s operations.

PROJECT EXPERIENCE

Urban Water Management Plan, Sunny Slope Water Company
Senior Project Engineer. Prepared Sunny Slope Water Company’s Urban Water Management Plan in compliance with the Urban Water Management Plan Act to satisfy all statutory and regulatory requirements established by the Department of Water Resource. The report fulfilled a variety of planning, informational and legal requirement and served as a primary source for integrated water and land use planning at the district, city and county levels per compliance with SB 610 and SB 221 related to water assessment and procurement of water supplies prior to construction of new development.

Sewer Master Plan, City of La Verne
Project Manager. Study was to provide a determination of existing capacity and formulate necessary improvements to accommodate future growth. Numerous treatment technologies were reviewed including conversion of the existing conventional activated sludge facility into an extended aeration facility, a membrane bioreactor or an integrated fixed film process. Evaluations for improvements were made to identify the most valued solution considering capital cost, long term operations, suitability to the permitting climate, reputation, warranties and customer support.

Lakeside Water Master Plan, Arizona Water Company
Project Engineer. Prepared water model and capital improvement plan documents.
Water Master Plan and Water Rate Study, City of Covina
Project Manager Responsible for the comprehensive preparation of the final report. This effort included updating the existing H2ONet model to reflect the current condition of the water system, developing demand conditions, formulating demand projections, reviewing land use and planned development, formalizing and prioritizing capital improvement projects over a 10-year period. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system and recommendations for capital improvements with financing methods.

Water Master Plan and Water Quality Assessment, La Verne
Senior Project Engineer. Responsible for developing the policy and direction for urban development and implemented conservation measures. Completed a study to verify the results of the prior Lead Corrosion Study (prepared by another firm) and Nitrification Monitoring and Control Plan to determine additional operational adjustments and system improvements to be made to minimize the occurrence of nitrification and corrosion. Also included an analysis of the system to determine sensitivities to nitrification and ultimately solutions to minimize loss of disinfectant and nitrification. Developed water system model, operational, administrative, and capital improvements were summarized, capital improvement concepts prepared to conceptualize capital improvements and descriptions for the need and benefits of each project summarized.

Wastewater Master Plan and Flow Model, Pepperdine University
Project Manager. Prepared the wastewater master plan and wastewater flow model. The project included consideration of existing improvements and projected future wastewater generation. These studies served to support the university in development of their long-range plans for improvements.

Water Master Plan Update, La Habra Heights County Water District
Project Manager. Responsible for the comprehensive preparation of the final report. This effort included updating the existing H2ONet model to reflect the current condition of the water system, developing demand conditions, formulating demand projections, reviewing land use and planned development, formalizing and prioritizing capital improvement projects over a 10-year period. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system and recommendations for capital improvements with financing methods.

Water System Capital Improvement Plan Update, City of Newport Beach
Project Manager. Responsible for the development and expansion of Newport Beach’s capital improvement program, quantification of capital costs and mapping of water system improvements within their geographic information system. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system, and recommendations for capital improvements with financing methods.

Hydraulic Model and System Planning, Castaic Lake Water Agency
Project Manager. Responsible for the hydraulic model and system planning efforts as part of the master planning effort to development the base hydraulic model from record documents into the MWH Soft InfoWater program. Served as main point of contact for Castaic Lake and advisor of technical analysis, documentation and capital improvement planning and reporting in preparation of the study. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system and recommendations for capital improvements with financing methods.
This is to certify that pursuant to the provisions of Chapter 1, Division 3 of the Business and Professions Code, the person named below is duly licensed as a professional engineer in the state of California, and is entitled to all the rights and privileges conferred in said code.

Christopher Shem Haines

In the State of California, and in the event of its suspension, revocation or invalidation for any reason.

WITNESS our hand and seal.

Certificate No. C 69578

This 20th day of January, 2006, at Sacramento, California.

BOARD FOR PROFESSIONAL ENGINERS AND LAND SURVEYORS

Executive Officer

President
SUMMARY
Raymond has 23+ years (all with Civiltec) of experience in the production of construction plans and design for development services, water resource engineering, drainage engineering, surveying, and mapping, construction management, wastewater engineering and transportation engineering. Raymond began his career with Civiltec as a red line draftsman and quickly moved into designing projects alongside of Civiltec's engineering staff using Civil 3D software to produce a wide variety of construction plans. Over the years, Raymond has also acted as one of Civiltec's Construction Administrators and Observers for a wide range of projects, including drainage improvements, pipeline projects, roadway projects and various types of site development projects.

PROJECT EXPERIENCE
Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley
Designer. Prepared an integrated water resources, water, wastewater and reclaimed water master plan and capital improvement plan for the Town of Chino Valley Old Home Manor property developing resource information on the water usage and stability of the current resources to develop recommendations for the best five-year capital improvement plan for resources/infrastructure needs.

Pipeline Fire Mitigation, Coconino County Flood Control District
Designer. Civiltec has a long-standing relationship with providing Coconino County with engineering excellence and positive project outcomes with over $30 million of improvements in Coconino County over the last 6 years. The specifics are the focus on Monsoon and Fire Flood Mitigation Services.

Road 2 North Water and Sewer Extension Study, Town of Chino Valley
Designer. The project consists of a review of the existing water and sewer infrastructure, estimating demands for the Road 2 North potential water and sewer service area, and modeling the existing water and sewer systems for sizing of potential line extensions.

System Improvement, Chino Valley Irrigation District
Designer. This project included construction plans of approximately 8,100 linear feet of 30-inch diameter water transmission main line from two Prescott wells to an existing storage facility. This project also included the construction plans of approximately 6,000 linear feet of 6-inch diameter distribution mains throughout the irrigation district including multiple pressure reducing stations. Also, coordinated the utility research for this project which involved extensive topographic mapping.
Chino Valley Irrigation District Water System Improvement Project, Prescott
Lead Designer/Construction Observer. This project involved the extension of approximately 1200 linear feet of 8” water main for a newly formed Water District. Completed all as-built information for the approvals to operate the new facilities. This project was financed by the Water Infrastructure Finance Authority of Arizona and was featured as the Best Technical Assistance Project for the year 2002.

Granville Transmission Main Improvements, Town of Prescott Valley
Designer. This project included approximately 2400 linear feet of 16-inch water main and 3200 linear feet of 18-inch water main for transmission and distribution for the Prescott Valley water system. Also, served part time for construction observation, prepared all necessary as-built information, coordinated with testing companies for all testing data, and made submittals to all necessary governmental agencies for construction approvals.

Highway 89 Sewer Relocation, Town of Prescott Valley
Lead Designer. This project involved the relocation of approximately 2000 linear feet of 8-inch sewer main. This included extensive coordination with the Arizona Department of Transportation for the widening of Highway 89 and for all permitting for the approvals to construct.

Holiday Hills Area Master Drainage Study, Prescott
Designer. This project included the production of construction plans for street realignment, paving and storm drain plans, including the details for all the drainage structures and other improvements.

Schultz Area Flood Mitigation and Emergency Watershed Protection, Coconino County
Construction Observer. Provided a wide array of services for several flood mitigation projects associated with the Schultz Fire. Provided civil design and surveying, project management, construction administration, construction staking, and construction observation services for multiple flood corridors including the Wupatki Corridor, Brandis Corridor, Campbell Corridor, North Paintbrush Corridor, and South Paintbrush Corridor. Schultz project goals are to provide immediate and long-term flood protection and watershed restoration benefits to offset the continued impacts and threats by flooding, erosion, and debris damage because of the Schultz fire. The project included an integrated watershed approach that ties watershed recovery efforts of forest to flow conveyance and flood protection measures in the neighborhood. The project will reduce sediment loads originating in United States Forest Service lands and will safely convey flood waters through developed public and private lands.

Lazy Loop Drainage Improvements, Chino Meadows Unit V, Town of Chino Valley
Designer/Construction Observer. This Community Development Block Grant funded project included design of a staged inlet structure (specifically designed to resist debris clogging) and storm drain system. Value engineering allowed the unexpected construction of a 12 foot by 9-foot concrete box culvert under Center Street within project budget.

North Paintbrush Drainage Improvements, Coconino County
Designer. Preparation of construction plans for 2,500 linear feet of 60” storm drain, a 2.4-acre sediment basin, 950 linear feet of turf reinforcement mat lined channel, and 900 linear feet of gabion channel with a concrete bottom. Processed all survey information, prepared improvement plans, and assisted with the design of the conveyance system. Performed much of the field inspections once the project went to construction.
Dylan J. Easthouse, RG
Senior Project Hydrogeologist


Registration: Geologist – Arizona (46233)

Years in Profession: 21
Years with Firm: 21

Experience: Mr. Easthouse is a Registered Geologist with professional experience performing hydrogeologic investigations throughout Arizona. He has conducted numerous hydrogeologic and site characterization studies required to satisfy Arizona Department of Environmental Quality (ADEQ) requirements for Aquifer Protection Permits (APPs), and the Arizona Department of Water Resources (ADWR) Assured and Adequate Water Supply program. He has conducted project oversight in many aspects of water well work including the design, permitting, installation, development, and testing of new production wells and monitoring wells. In this capacity he has participated in many different methods of well drilling including direct air and mud rotary, flooded reverse circulation, auger drilling, dual-tube percussion hammer driven casing, sonic drilling, stratex, and air-rotary casing advance. Mr. Easthouse is experienced in aquifer testing, slug testing, soil logging, geophysical logging, video logging, water quality sampling, and data analysis.

Mr. Easthouse has also participated in several groundwater recharge projects. He has designed and implemented site characterization studies which include infiltration testing using a single-ring infiltrometer, borehole drilling, and percolation testing. The data from these tests were used to assess the viability of large-scale recharge projects such as those found adjacent to wastewater treatment plants.

Representative Projects: Wells – Production, Exploration, ASR, and Monitoring Wells

- Recharge Well No. 1, Town of Prescott Valley, Yavapai County, AZ
- City of Prescott Airport Well No. 5, Yavapai County, AZ
- Siting, permitting, design, installation, and testing of three new production wells for the Town of Prescott Valley New Water Production Wells Project (CIP #W442), Prescott Valley, AZ
- Aquifer Storage and Recovery (ASR) Well No. 2, SaddleBrooke, AZ
- Development and aquifer testing of many 100 to 1,000 gpm water production wells in Yavapai County, AZ
- Design, permitting and reporting of exploration monitor wells for the Big Chino Sub-basin Groundwater Monitoring Plan, Yavapai County, AZ
- Big Chino Water Ranch exploration and monitoring wells, Yavapai County, AZ
- Design, drilling and testing of numerous exploration and production wells in Williamson Valley, AZ
- Design, installation, and development of exploration wells near Cottonwood, AZ
- Well design, drilling, and testing, Antelope Canyon Tours, Page, AZ
- Design, installation and testing of several 1,000 to 2,000 gpm water supply wells in Maricopa County, AZ
- Wells investigation and rehabilitation, Chemehuevi Indian Tribe, Havasu Lake, CA

Water Supply Studies / Hydrogeologic Investigations

- Hydrogeologic Study in support of an Underground Storage Facility (USF), Prescott Valley, AZ
- Hydrogeology Study in support of the Aquifer Protection Permit (APP) and USF permits, Prescott Airport Water Reclamation Facility, Yavapai County, AZ
- Demonstration of the Physical Availability of Groundwater, City of Prescott, AZ
- Demonstration of the Physical Availability of Groundwater, Perkinsville 44, Chino Valley, AZ
- Demonstration of the Physical Availability of Groundwater, Century Ranch, Chino Valley, AZ
- Demonstration of the Physical Availability of Groundwater, Jasper Masterplan, Prescott Valley, AZ
- Hydrologic Investigation and well installation, Mesquite Hills, Cottonwood, AZ
- Hydrogeologic Investigation, Skyline Estates, Cottonwood, AZ
- Hydrogeologic Investigation, Hidden Valley Ranch, Mayer, AZ
- Hydrologic Investigation, The Pines, Vernon, AZ
- Well Siting Study, Liberty Utilities Company, Cordes Lakes, AZ
- Well Siting Investigation, Colorado River Indian Tribes, Parker, AZ
- Well Siting Investigation, Cocopah Indian Tribe, Somerton, AZ
Regulatory Permitting and Compliance

- Aquifer Protection Permit (APP), Rancho del los Caballeros Ranch & Golf Club, Maricopa County, AZ
- APP Significant Amendment, Town of Florence Water Reclamation Facility (WRF), Pinal County, AZ
- APP Minor Amendment, Frito-Lay Casa Grande Facility, Casa Grande, AZ
- APP Minor Amendment, Strawberry Hollow Wastewater Improvement District, Gila County, AZ
- Hydrogeologic study and monitor well, Tribute WRF, Sierra Vista, Cochise County, AZ
- Storm Water Pollution and Prevention Plan (SWPPP)
- Notices of Intent to Drill, Deepen, Replace or Modify a Well (NOI)
- Applications for Assured and Adequate Water Supply (AAWS)
- Applications for Certificates of Assured Water Supply (CAWS)
- Application for Designations of Assured Water Supply (DAWS)

Aquifer Recharge

- Pilot Scale Mountain Valley Park Underground Storage Facility (USF), Yavapai County, AZ
- Santa Rosa Wash Managed Recharge Project USF, Pinal County, AZ
- Preliminary Site Characterization Study and ASR Well No. 2, SaddleBrooke USF, Pima County, AZ
- Preliminary Site Characterization Study, Florence WRF USF, Pinal County, AZ
- Preliminary Site Characterization Study, Superstition Mountains Community Facilities District No. 1 USF
- Preliminary Site Characterization Study, Tartesso West USF, Maricopa County, AZ
- Preliminary Site Characterization Study, Trillium USF, Maricopa County, AZ
- Preliminary Site Characterization Study, Surprise Planning Area No. 2 USF, Surprise, AZ
- Preliminary Site Characterization Study, Merrill Ranch USF, Pinal County, AZ
- Preliminary Site Characterization Study, Balterra USF, Tonopah, AZ
- Preliminary Site Characterization Study, LPSCO USF, Litchfield Park, AZ
- Preliminary Site Characterization Study, Tribute WRF, Sierra Vista, AZ

Contaminant Investigations

- Investigation of varied arsenic concentrations, Longshot Well, Prescott Valley, AZ
- Depth specific sampling of PFAS, Well No. 3, Prescott, AZ
- Collection of soil and water samples, Stone Container EPA Superfund site, Prescott, Arizona
- Exploratory drilling, tank excavation, and sampling at several fuel release sites, Prescott, Arizona

Professional Affiliations/Certifications:

- OSHA 40-Hour HAZWOPER certified
- OSHA 8-Hour HAZWOPER refresher
- Arizona Hydrological Society
- American Institute of Professional Geologists
Stephen D. Noel, RG  
Principal Hydrogeologist

**Education:**  
M.S., 1978 Geology, Purdue University, West Lafayette, Indiana  
B.A., 1975 Environmental Studies and History, Franklin & Marshall College, Lancaster, PA

**Registration:**  
Geologist – AZ (17065), California (4146)

**Years in Profession:** 45  
**Years with Firm:** 30

**Experience:**  
Mr. Noel is a Registered Geologist and Principal Hydrogeologist for Matrix. He recently completed serving eight years as Geologist on the AZ State Board of Technical Registration. Mr. Noel has extensive experience evaluating the quantity and quality of groundwater resources and managing well installation projects. Mr. Noel has performed many hydrogeologic investigations throughout AZ and the southwest involving: permitting (Aquifer Protection Permits (APP), Underground Storage Facility (USF) projects, Physical Availability Demonstrations (PAD), and Analyses, Designations, and Certificates of Assured Water Supply (AAWS, DAWS, and CAWS); site-specific geologic interpretation; exploratory, monitor, and production well design and installation management; aquifer testing and analysis; design of water quality monitoring programs; recharge and recovery projects, and water rights evaluations.

Mr. Noel is well versed in the 1980 AZ Groundwater Code, USF permitting requirements, and technical and administrative requirements of the AZ Department of Environmental Quality (ADEQ) APP program. He has represented clients before the AZ Department of Water Resources (ADWR), ADEQ, and the U.S. EPA.

**Representative Projects:**  
**Regulatory Permitting and Compliance**
- Hydrogeologic study in support of APP, Balterra WWTP, Maricopa County, AZ
- Hydrologic support for numerous APPs including point of compliance wells and ambient monitoring (Tartesso Water Reclamation Facility (WRF), Trillium WRF, Merrill Ranch, Centex Palo Verde WRF, Santa Rosa WRF, Robson Ranch Quail Creek Recharge Facility, Woodruff Utility Company)
- Response to Notice of Violation, APP No. P-101689, City of Eloy WWTP, Pinal County, AZ
- APP No. 105685 Response, Merrill Ranch Water Reclamation Facility, Town of Florence, AZ
- APP No. 100370 Response, Town of Florence Wastewater Reclamation Facility, Pinal County, AZ
- APP & USF Modification, Picacho Sewer Co. and Pima Utilities (Sun Lakes and Robson Ranch/EJR Ranch)
- Hydrogeologic study in support of Amended APP, Winslow WWTP, Navajo County, AZ
- Hydrogeologic study supporting APP/monitor well installation, Tribute WRF, Sierra Vista, AZ
- Hydrologic report for Underground Storage Facility (USF), Water Storage (WS) and Recovery Well (RW) permits for Arrowhead Ranch Recharge Facility, Glendale, AZ

**Wells – Production, Exploration, ASR, and Monitoring Wells**
- Production well installation, City of Globe Well #5, Gila County, AZ
- ASR Production Well Installation, City of Phoenix Wells No. 304, 305, 306, and 309
- Production well installation, AZ State Prison Complex Lewis Well #6, Maricopa County, AZ
- Production well modification, Buckeye Airport Well #2, Maricopa County, AZ
- Two production wells for Tartesso Master Planned Community, City of Buckeye, AZ
- Five production wells for Sundance Master Planned Community, Buckeye, AZ
- Production well installation (2 wells), Buckeye Parkway Center, Buckeye, AZ
- Drilling/testing of existing well and test borehole, Rainbow Valley Master Planned Community, Goodyear, AZ
- Drilling and testing of EPCOR Water Company Well #1.3B, Sun City West, AZ
- Well spacing/replacement, City of El Mirage Brisas Well, Maricopa County, AZ
Stephen D. Noel, RG
Representative Projects (Cont.)

- West Surprise (SPA3) Hydrogeologic and Well Siting Investigation, Surprise, AZ
- One production well and one exploratory borehole at Sun Haven, SPA4, City of Surprise, AZ
- Production well installation, City of Tempe Well #16, Maricopa County, AZ
- Well rehabilitation investigation of three City of Phoenix wells, Maricopa County, AZ
- Production well installation, Town of Queen Creek Sossaman Well, Maricopa County, AZ
- Well installation, Chandler Heights Citrus Irrigation District Well #3 & Well #7, Maricopa County, AZ
- Well evaluation, Town of Florence Well 3B Improvements, Pinal County, AZ
- Well siting study, City of Eloy, Pinal County, AZ
- Four high capacity production wells, Saddlebrooke development, Pinal County, AZ
- Production well installation, Quail Creek Well #12, Pima County, AZ
- Production well installation, Tucson Water Well #F-009A, Pima County, AZ
- Well evaluation, 89 & Vine – City of Cottonwood Well #55-201184, Yavapai County, AZ
- Identify poor quality aquifer zones and evaluate the pumping impacts of a public water supply well on the Verde River, Verde Valley Ranch, Clarkdale, Yavapai County, AZ
- Well siting investigation, Mesa del Caballo development, Town of Payson, Coconino County, AZ
- 23 exploratory/water supply wells, Chaparral Pines Master Planned Community, Payson, AZ
- Production well installation, Quail Creek Well #12, Pima County, AZ
- Production well installation, Tucson Water Well #F-009A, Pima County, AZ
- Well siting study, Sierra Vista City, Cochise County, AZ

Water Supply Studies / Hydrogeologic Investigations

- West Salt River Basin Study and Groundwater Model Development (USBR/WESTCAPS), Maricopa County, AZ
- Groundwater Modeling, Harquahala Project, La Paz and Maricopa counties, AZ
- AAWS applications - Arroyo Seco & Arroyo Verde, AZ Water Company’s White Tank System
- Water resource permitting and well siting analysis, Marbella Ranch, Maricopa County, AZ
- AAWS applications – Douglas Ranch, Trillium, and Tartesso Master Planned Communities, City of Buckeye, AZ
- Groundwater modeling, DAWS application, and PAD for the City of Buckeye, Maricopa County, AZ
- Regional Water Master, Vol. II-Hydrogeologic Investigation, West Buckeye Landowners Group
- Water resources / well siting investigation, Lake Pleasant Heights / Saddleback Heights, Peoria, AZ
- AAWS application – Litchfield Park Service Company, Maricopa County, AZ
- CAWS application – El Dorado Ranch Master Plan Community, Maricopa County, AZ
- Evaluation of regional groundwater resources, Queen Creek, Maricopa County, AZ
- Hydrologic Study and Modification of PAD – AZ Water Company’s Superstition & Pinal Valley Water Systems
- DAWS application – Santa Cruz Water Company, Maricopa and Pinal counties, AZ
- DAWS modification – Town of Florence, Pinal County, AZ
- PAD - Sun Lakes at Casa Grande development, Pinal County, AZ
- Water Master Plan for the City of Globe, AZ
- Groundwater supply for the Chaparral Pines development, Payson, AZ
- Long-term Water Management Plan for the Town of Payson, AZ

Professional Affiliations/Certifications:

- American Institute of Professional Geologists (CPG-6883)
- Geologist, AZ State Board of Technical Registration
- National Groundwater Association
- AZ Water Association
CAREER OVERVIEW

JAMES H HOLT, LLC Parks, Arizona                January 2020 to Present
Principal
Provide, coordinate, and execute specialized water resource consultation services to a select number of unique clients seeking assistance with regulatory compliance, hydrological services, permitting and reporting with emphasis on groundwater use both within and outside Arizona’s Active Management Areas.

MATRIX NEW WORLD ENGINEERING Prescott, Arizona                             January 2016 to January 2020
Northern Arizona Market Coordinator
Plan, prioritize, and direct efforts to enhance and expand client services, with particular emphasis on new and existing clients in the Prescott, Verde Valley and northern Arizona areas requiring water resource consultation assistance. Support clients by providing expertise in water resource planning, water resource management, public relations, and marketing through focused, regional water resource advisory assistance.

HASSAYAMPA CANINE RESORT & SPA Prescott, Arizona                                     May 2007 to May 2016
Chief Executive Officer/Owner
Plan, prioritize, direct, supervise and assess all activities associated with the growth of successful small business. As founder and on-site manager of high-end canine boarding facility responsible for meeting the unique needs of discriminating canine owners by providing superior care and personalized attention. Develop and evaluate business goals; accomplish advertising, accounting, customer relations, personnel, and payroll functions.

CITY OF PRESCOTT Prescott, Arizona                                                               April 2005 to December 2009
Office of the City Manager
Water Resource Manager and Senior Project Manager, Big Chino Water Ranch Project
Plan, prioritize and direct activities related to City of Prescott water utility infrastructure, assured water supply, water conservation and long term water supply planning. Develop, execute, and supervise long range water development strategy for the City of Prescott that included the conceptualization, design, construction and operation of the $170,000,000 Big Chino Water Ranch regional groundwater transportation and importation project.

STATE OF ARIZONA Prescott, Arizona                                                             November 2000 to April 2005
Arizona Department of Water Resources, Prescott Active Management Area
LEADERSHIP AND MANAGEMENT PORTFOLIO

88th Arizona Town Hall Participant “Arizona’s Rapid Growth & Development” 2006
85th Arizona Town Hall Participant “Arizona’s Water Future: Challenges & Opportunities” 2004
69th Arizona Town Hall Participant “Building a Community of Citizens for Arizona” 1996
Project CENTRL University of Arizona Center for Rural Leadership Class XIII, 1995-1997
Executive Development Program, Arizona Department of Water Resources, 1997
Prescott Area Leadership Group and Board Facilitation Training 1997
Prescott Area Leadership Class V, 1994-1995

COMMUNITY INVOLVEMENT

City of Prescott Commission on Ecological, Cultural, Historic/Heritage and Outdoors 2018-Present
Central Arizona Partnership, President, Board of Directors 2017-Present
Prescott Camera Club, Board of Directors 2015-Present
Arizona Department of Water Resources - Prescott Active Management Area, Chairman, Groundwater
Users' Advisory Council 2014-Present
Center for Spiritual Living, Vice President, Board of Trustees, 2007-2011
Yavapai County Education Foundation, 2002-2008
Yavapai County Community Foundation, 2002-2008
Sun-Up Rotary Club of Prescott, 2001-2007
Yavapai County Educational Endowment Foundation, 2004-2006
Yavapai College, District 1 Governing Board Member, 2002-2004
Chino Valley Unified School District #51, Board of Governors, 1999-2002

EDUCATION

ARIZONA STATE UNIVERSITY Tempe, Arizona
School of Public Affairs
Certified Public Manager Designation 1993

UNIVERSITY OF ARIZONA Tucson, Arizona
College of Agriculture
Bachelor of Science Agricultural Economics 1978
Celia A. van der Molen, Registered Professional Landscape Architect
PO Box 240 | Chino Valley, Arizona 86323 | Phone: (928) 277-7336 | Email: celia@sketch-la.com

SUMMARY
- Over 20 years of experience in landscape architectural services including: consultation, design, construction administrations and project management
- Licensed to practice Landscape Architecture in Arizona and Utah (inactive)
- Extensive experience as a Senior Project Manager in a large, fast-paced design firm
- Managed complex projects ranging from $100,000 to $1,500,000+
- Proficient in the latest AutoCAD, Photoshop, and Microsoft technologies
- Skilled in visual and written presentation techniques

PROFESSIONAL EXPERIENCE

Private Practice: Sketch Landscape Architecture Studio, LLC
3125 W Stewarts Slip | Chino Valley, Arizona 86303
Date: 2011 to Current

Duties and Accomplishments:
- In charge of daily office operations including business development and marketing; proposal and contract submittals; project organization and execution
- Directly involved in every project from design development through construction completion
- Ability to effectively oversee and organize multiple consultants
- Expansive experience with a large variety of projects including municipal, tribal, commercial, multi-family residential, student housing, hospitals, and single family residential.

Notable Projects:
- Integrated Water Master Plan and Capital Improvement Plan for Old Home Manor
  Client: Civiltec Engineering, Inc. | Location: Chino Valley, Arizona
- Water Production and Intermediate Pump Station Project
  Client: Water Works Engineering, LLC | Location: Chino Valley, Arizona and Prescott, Arizona
- Deep Well Ranch, Westwood
  Client: Ash-Dorn | Location: Prescott, Arizona

Employer: HPLA/Studio Sprawl Landscape Architecture
7633 E Acoma Drive #209 | Scottsdale, Arizona 85260
Title: Principal | Studio Director
Date: 2007 to 2011

Duties and Accomplishments:
- Key participant in gaining a partnership with a prevalent multifamily architecture firm
- Prepared and coordinated construction documents for over 100 multifamily, mixed-use, senior living and affordable student housing projects throughout the United States
- Detailed cutting-edge outdoor amenity spaces, pools, plazas, and roof decks
- Team manager responsible for reaching important deadlines and delegating project duties to staff
Notable Projects:

- The District on Apache, Student Housing | Tempe, Arizona
- The District of 5th, Student Housing | Tucson, Arizona
- The District at ODU, Student Housing | Norfolk, Virginia
- University of Oregon, Student Housing | Eugene Oregon
- Studio Green, Student Housing | Tallahassee, Florida

Employer: Urban Graphite Landscape Architecture
Scottsdale, Arizona
Title: Senior Project Manager
Date: 2005-2007

Duties and Accomplishments:

- Project manager for an extensive hospital renovation including healing gardens, statue and art coordination and placement, water feature and monument signage design
- Developed marketing and branding material for a large apartment home community
- Effectively coordinated with general contractors during landscape construction operations

PROFESSIONAL LICENSURE & MEMBERSHIPS

- State of Arizona, Registered Professional Landscape Architect, 52787
- State of Utah, Registered Professional Landscape Architect (Inactive)
- American Society of Landscape Architects, ASLA
- Council of Landscape Architecture and Regional Board, CLARB

COMMUNITY INVOLVEMENT

Member: Parks and Recreation Advisory Board

Member: Chino Valley General Plan Committee
Chino Valley, Arizona | 2012-2014

Head Coach: Yavapai Junior Volleyball Club
Prescott, Arizona | 2012-2014

Head Coach: Chino Valley High School Volleyball Team
Chino Valley, Arizona | 2012-2013, 2019-2021

Head Coach: Chino Valley Crush Volleyball Team
Chino Valley, Arizona | 2018-present

EDUCATION

University: University of Massachusetts, Amherst
Amherst, Massachusetts
Degree: Bachelor of Science, Landscape Architecture and Regional Planning
Date: 1998-2002
PART IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement’s terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Civiltec Engineering, Inc. 95-4043476

VENDOR SUBMITTING SOQ FEDERAL TAX ID NUMBER

Richard Aldridge, PE | Branch Manager AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

2054 Willow Creek Road 928-771-2376 N/A

ADDRESS TELEPHONE FAX #

Prescott Arizona 86301 April 5, 2023

CITY STATE ZIP DATE

WEB SITE: www.civiltec.com E-MAIL ADDRESS: raldridge@civiltec.com

ARIZONA CORPORATION COMMISSION COMMISSION FILE NO. F01008722

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.
APPENDIX C
ACKNOWLEDGEMENT PAGE
TOWN OF CHINO VALLEY

ADDENDUM NO. 1

RFQ for INTEGRATED WATER MASTER PLAN AND CAPITAL IMPROVEMENT PLAN

SOQ Due Date: April 5, 2023
Time: 3:00 P.M., local-time
Place: Town of Chino Valley
Public Works Department
1982 Voss Drive #201,
Chino Valley, AZ 86323

Make all revisions to the Request for Statements of Qualifications stated herein. Insofar as the Request for Statements of Qualifications are at variance with this Addendum, the Addendum shall govern. This Addendum consists of 1 page.

RFI Responses:

1. Are you able to share the estimated budget for this project? The reason for the question is that it will help us better estimate the level of intended detail, and consequently our proposed project team and approach.

   This Statement of Qualifications is an approach to evaluate and determine the most qualified vendor and team of which half of the score is centered upon. The other component is to review your team’s approach, effectiveness, and innovation in completing an IWMP for the Town which is also an approach to evaluate and determine the qualifications of each submission and is a large component of the scoring. Once the most qualified vendor is selected, a review of the budget and scope would be discussed and upon agreement of a final scope and fee an agreement would be solidified and recommended to the Town Council. Because integrated water master plans and capital improvement plans have a basic framework that should provide a basic guide for your responses. Also, you may want to review the Town’s Integrated Water Master Plan and Capital Improvement Plan that was completed for Old Home Manor as a starting place.

2. I am curious on the status of the pre-submittal conference mentioned on Page 8/44 of the RFQ. Is the conference scheduled or has already taken place?

   There is no pre-submittal conference.

   BY _______________________________ Date 3/27/23
   Steven Sullivan, PE
   Assistant Town Engineer

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

BY _______________________________ Date 4/5/2023
June 12, 2023

Town of Chino Valley
Public Works Department
1982 Voss Drive
Chino Valley, AZ 86323

Attention: Frank Marbury, PE | Public Works Director/Town Engineer

Subject: Proposal for the Integrated Water Master Plan and Capital Improvement Plan
Town of Chino Valley
Civiltec Proposal No. PP23025.00

Dear Mr. Marbury:

Civiltec engineering, inc. (Civiltec) appreciates the opportunity to provide professional surveying and engineering services to the Town of Chino Valley (Client) for the above referenced project. We understand this project is for the development of a Town-wide Integrated Water Master Plan and Capital Improvement Plan for the Town of Chino Valley, Arizona. The project will consist of creating an integrated water resources, water, wastewater and reclaimed water master plan (IWMP) and capital improvement plan (CIP) for the Town of Chino Valley. The goal of this plan is to identify the best way to develop property, determine resources/infrastructure needs, and create a 5-year CIP implementation strategy and a longer 10-year outlook. This IWMP will ensure the Town’s existing infrastructure is integrated seamlessly into a Chino Valley-wide, planned utility system expansion.

**GENERAL GUIDELINES FOR THE IWMP**

The Town as adopted a “One Water” philosophy, and this should be noted and be incorporated within the water resources master plan. Identify what this is and how does this philosophy work and how this will shape the most effective, efficient, and sustainable use of water within the Town.

The Town has recently completed a physical availability determination for its entire water service area and will make this information available to Civiltec. Protecting this water is also important as part of a water resources strategy by partnering with landowners and encouraging them to identify this water in an analysis of assured water supply.

The Town also obtained an analysis of assured water supply certificate for Old Home Manor for 1,700 AF/Year for 100-years for build out. While it does not have the paper water for this build out a major hurdle for future landowners has been accomplished.

The Town has also received recovery well permits for its current three water production wells and three wells of large legal withdrawal authorities at Old Home Manor and can now recover its reclaimed water resources for use for Council approved projects that are utilizing these water resources.
There is a new General Plan that will be made available to Civiltec even in draft form for assisting in analyses.

There is also a new 5th Management Plan for the Prescott AMA. While this is a basis for water conservation and requirements, it should be noted that the Town will need to exceed these items as water is so scarce and water efficiency will need to be at much higher levels for sustainable management.

The Town will not be pursuing reclaimed water deliveries via purple pipe and will maximize its treatment, recharge, banking, and reuse via recovery of reclaimed water as potable supplies via Indirect Potable Reuse (IPR). There may be some exceptions with Council approved projects that the recreational, environmental, or economic gains for this out way the IPR and will be accomplished on a case-by-case basis.

While State laws provide for graywater systems, this is considered an abused water use as water is primarily used for outdoor landscape watering whether landscapes need it or not. This plan should not promote graywater systems unless they provide a second reuse of this water before discharged into a sewer collection system. For example, a sink to toilet graywater reuse would be acceptable, but the plumbing codes need to be very stringent to ensure there are no cross-connections.

Ideally the Town desires to be the sole water provider and control the highest sustainable use of water throughout its water service area. Also centralized wastewater treatment, recharge, and reuse is what the Town desires to manage and limit septic systems from their propagation.

**SCOPE OF SERVICES**

Chino Valley’s scope of services for each task is quite detailed. The following general tasks are itemized, with each task referencing the Town’s original RFQ section numbers. Our work will include the work noted in the RFQ and is generally summarized for each of the identified tasks as follows:

**PHASE 1 – PREPARE THE WATER RESOURCES MASTER PLAN**

**Task 1 – Develop Growth Projections (1.0)** – meet with Town Staff and develop growth projections for water resources available to the Town through various water, wastewater and reclaimed systems. The planning horizons will include projections for the immediate 5-year buildout, a 10-year buildout and the ultimate Town-wide full build out projections. We will coordinate with the Economic Development Director and the Town Planner for establishment of the projections, current land uses and recent development opportunities within the Town.

**Task 2 - Water Resources Master Plan (1.1)** – prepare a list of current and potential water resources available to the Town through various water rights. Evaluate each source separately for physical and legal availability and reliability for the planning horizon. The Town will provide their current spreadsheet of available water resources to Civiltec. The Town has a very limited water resources portfolio and will need to be assessed as to when it will need to import water. It will need to import water in the following priority scheme:

a. Import from its current Wine Glass Ranch
b. Pursue the CV/CF Ranch and its water supplies.
   c. Partner with Prescott and others with the Big Chino Water Ranch.
Identify and discuss the Town’s strengths, weaknesses, opportunities, and threats regarding water resources.

Geographic Information Systems (GIS) are a versatile and robust analysis tool for displaying data geospatially and providing information for GIS analysts to perform endless analysis. Water Resources demands calculations, water and sewer systems and reclaimed systems should be developed for potential GIS integrations and use.

**Task 3 - Water Demand Projections (1.2)** - develop demand projections for the 5-year CIP horizon utilizing billing records and annual average water unit demands for developing various land use categories to be used for estimating future demands. The Town will provide their billing records for use in establishing the approximate water demands. Irrigation demands will be based on the prior work on the Old Home Manor IWMP with an allowance for each zoning element to be included in the daily demands for modeling purposes.

The Town will need to understand when its water will be consumed from its current water portfolio and thus plan for water importation. It will be essential to understand the build out water demands and the amount of water the Town will need and determine if this water volume even exists and if not, the Town will need recommendations as to how to maximize sustainable water use, water efficiencies, and potentially how to get some water back if needed through recommended water incentive programs.

The Town has worked with certain developers that achieved 7.5 to 8 homes per AF water budgets within certificate of assured water supplies issued from the ADWR. Identify how this can potentially be improved and if so, how this would be achieved. Discuss if the Town needs to adopt new plumbing codes, home building techniques, and landscape techniques and provide recommendations as appropriate.

**Task 4 - Wastewater Load Projections (1.3)** - similar to Task 3 above, we will prepare wastewater flow projections based on lift station data, WRF flow records and SCADA data for estimating future flow projections and wastewater model calibration.

**Task 5 - Reclaimed Water Flow Projections (1.4)** – estimate the quantity and timing of reclaimed water supply available to the area and prepare seasonal, monthly and diurnal supply curves.

**Task 6 - Prepare Water Integrated Resource Plan (1.5)** – prepare a summary of the Town’s existing water demands and provide a comparison against the available supplies. A planning strategy will be identified to update the Town’s water portfolio for future supplies.

**Task 7 - Water Resources Workshop (1.6)** – present the results of the prior tasks in a workshop with Town Staff.

**Task 8 - Water Resources Technical Memorandum (1.7)** – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report. The Town utilizes well head disinfection for water treatment and does not have a water treatment facility.

**Task 9 - Water Infrastructure Master Plan (2.0)** – create a current comprehensive water system master plan that allows the Town to manage its water production, treatment, and distribution systems in an effective and efficient manner. The plan shall identify strategies to meet the increasing
demands for water supplies and distribution for each planning horizon. Also, ensure the water system can meet critical peak water demands, fire flows, and potential demands.

**Task 10 - Water System Data Collection** (2.1) – coordinate with Town Staff to collect necessary information and data relating to the water system. The collected data will serve as the basis for performance evaluation and infrastructure planning.

**Task 11 – Review/Update Water System Performance Criteria** (2.2) – obtain and review existing water system performance, quality, operational criteria, water storage requirements, system outage, redundancy and peaking factors. Develop consensus with Town Staff on the final criteria to be used for the infrastructure planning.

**Task 12 - Existing Water System Evaluation and Modeling** (2.3) – review pressure zone information and boundaries from the system and review the results with Staff for recommendations on preferred boundary modifications if required. This task includes the creation of a water model for use with the development of the master plan, provision of an overview of the federal and state regulations and guidelines as they affect the Town’s drinking water system and operation, an evaluation of the existing Town water system, and a performance assessment under maximum day and peak hour demand conditions. System performance will also be assessed under fire flow and emergency conditions. Civiltec will document the performance of the existing booster pump station(s) based on the results of the modeling scenarios and recommend required upgrades or modifications.

**Task 13 – Water System - Future System Needs** (2.4) – evaluate the Town’s existing water system using various water modeling demand scenarios, identify deficiencies and make recommendations for improvements and booster station pumping upgrades. Evaluations will include infrastructure improvements for supply to pending developments, pipe sizing, new wells, storage facilities and pump stations. Capacity needs will be developed for the water system using the water model for infrastructure sizing. A reliability assessment will be prepared for long-term water development strategies.

**Task 14 - Water System Workshop** (2.5) – present the results of the prior tasks in a workshop with Town Staff.

**Task 15 – Water System Technical Memorandum** (2.6) – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 16 – Wastewater System Master Plan Update** (3.0) – create a current comprehensive wastewater system master plan that allows the Town to manage the wastewater generated within the Town in a safe and efficient manner. The plan shall identify strategies to meet the increasing wastewater flows generated for the planning horizons.

**Task 17 - Wastewater System Data Collection** (3.1) – coordinate with Town Staff to collect necessary information and data relating to the wastewater system including the current WWTP expansion project. The collected data will serve as the basis for performance evaluation and infrastructure planning.

**Task 18 – Develop Wastewater System Performance Criteria** (3.2) – obtain and review existing wastewater system performance, quality, operational criteria, storage requirements,
discharge facilities and peaking factors. Develop consensus with Town Staff on the final criteria to be used for the infrastructure planning.

**Task 19 - Existing Wastewater System Evaluation & Modeling (3.3)** – review collection boundaries from the system and review the results with Staff for recommendations on preferred boundary modifications if required. This task includes the creation of a wastewater model for use with the development of the master plan. Currently, commercial user sewer flows are not specifically identified. Civiltec will prepare generalizations of commercial contributions. Civiltec will provide an overview of the federal and state regulations and guidelines as they affect the Town’s wastewater system and operation. Flow monitoring of commercial sewer area manholes, if necessary, will be a Town provided service.

Prepare an evaluation of current private septic systems, which probably number around 7,000 within the Town’s corporate boundary and within a three-mile area of the Town’s corporate boundary for potential connections to the Town’s sewer collection system. This water quality issue and potential water supply opportunity needs to be evaluated with recommendations provided in the IWMP.

As part of water importation, a northern water reclamation facility is quintessential for mitigation of Big Chino pumping and importation by managing effluent from this northern reclamation facility and recharging it through sound science to mitigate water being pumped and maintaining the Upper Verde River. Therefore, water importation and the northern reclamation facility are more of a tandem infrastructure component versus separate and need to be discussed in the Wastewater Evaluation.

Recommendations for septic conversion and connections to the Town’s sewer system as projects for additional water resource will be made. Additionally, recommendations for small area systems will be made for incorporating remote septic areas into the Town’s sewer collection system via pumping or gravity connections.

**Task 20 - Future Wastewater System Needs Assessment and Modeling (3.4)** – evaluate the Town’s existing wastewater system under various demand scenarios, identify deficiencies and make recommendations for general improvements and upgrades to the lift station pumping systems. Evaluations’ will include infrastructure improvements for collection and pumping, pipe sizing, new lift stations, wet well storage requirements and relief sewers. Modeling will be performed for various scenarios for the planning horizons including flow projections and proposed infrastructure to meet future requirements. Recommendations will be provided for required system improvements based on the estimated date each improvement needs to be placed into service.

**Task 21 - Wastewater System Workshop (3.5)** – present the results of the prior tasks in a workshop with Town Staff.

**Task 22 - Wastewater System Technical Memorandum (3.6)** – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 23 - Reclaimed Water System Master Plan (4.0)** – create a reclaimed water system master plan that allows the Town to manage its reclaimed water supply in an effective and efficient manner. The Consultant will use the existing Town goals of recharging reclaimed water to bank the water resources for future use requirements. The plan shall identify strategies to meet the increasing need for recharge and recovery options for planning horizons. The Plan will also look at future reclaimed...
water that will need to be brought back to a northern recharge facility near the Upper Verde River when Big Chino water is imported.

**Task 24 - Reclaimed Water System Data Collection** (4.1) – coordinate with Town Staff to collect necessary information and data relating to the underground storage facilities and recharge operations and current obligations for reclaimed water supply. Data collection will extend to the as-built physical system components including pipelines, reservoirs, recharge facilities, recovery wells, pumping facilities, historic production and delivery data. The collected data will serve as the basis for performance evaluation and infrastructure planning. The Town’s Big Chino Mitigation Report will be made available to Civiltec.

**Task 25 - Evaluate Reclaimed Distribution System** (4.2) - This task includes the creation of a reclaimed water model for use with the development of the master plan and providing an overview of the federal and state regulations and guidelines as they affect the Town’s reclaim water system and operation, as well as future recharge and recovery requirements. The model will be used to complete a mass balance of the reclaimed system. Planning will include basin filling, rotations and timing of bringing new basins on-line.

**Task 26 - Evaluate Recharge and Recovery Strategies** (4.3) – evaluate recharge and recovery needs based on the Town’s water portfolio, development needs and goals for each planning horizon. Consideration will be made for future reduced demands due to water conservation technologies. Recommendations will be made for future facilities to adequately provide recharge redundancy and reliability. Emerging contaminants will be discussed as they relate to reuse water quality.

**Task 27 - Reclaimed Water System - Future System Needs** (4.4) – recommendations will be provided for required system improvements based on the estimated date each improvement needs to be placed into service. Attention will be given to operational storage, specific improvements required, their timing and their locations. Creation of a reclaimed water distribution system for reclaimed water for commercial purposes will not be considered at this time due to the greater benefit of groundwater recharge.

**Task 28 - Reclaimed Water System Workshop** (4.5) – present the results of the prior tasks in a workshop with Town Staff.

**Task 29 - Reclaimed Water System Technical Memorandum** (4.6) – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 30 - Develop Outdoor Landscape Design Recommendations** – The Town anticipates updating the Uniform Development Ordinances (UDO) to include landscape elements either as an element of the UDO or as a stand-alone set of requirements. For the purpose of this IWMP, only general landscape recommendations will be included to support the future UDO or stand-alone requirements. Outdoor landscape design recommendations for on-site stormwater capture, and passive landscape components and minimum water use plants as the primary source of outdoor watering will be prepared. The recommendations will be based on the types of proposed development for overall drainage detention/retention plans to incorporate into the sites. The goal will be to promote water efficiencies and onsite usage of stormwater collection systems with passive designs. Elimination of or significant reductions in outdoor water use will be considered.
Outdoor water use consumes 50-60% of the total water demands on average for all the water providers within the region. Recommendations for native, drought tolerant landscape materials that do not require augmented water supplies should be investigated and recommendations for the future UDO should be included. The Town wants a beautiful community with landscaped areas that are sustainable and have the highest water efficiencies.

**Task 31 - Outdoor Landscape Design Workshop** – present the results of the prior tasks in a workshop with Town Staff. The presentation will include plan view renderings and exhibits to help clarify design recommendations intent.

**Task 32 - Outdoor Landscape Plan Technical Memorandum (7.3)** – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. The Technical Memorandum will include recommendations for new types of Town landscape ordinances for single lot sites, subdivisions, and large scale developments. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final IWMP report.

**Task 33 - Develop Stormwater Capture Plan Recommendations** – The Town anticipates updating the Uniform Development Ordinances (UDO) to include stormwater elements either as an element of the UDO or as a stand-alone set of requirements. For the purpose of this IWMP, only general stormwater recommendations will be included to support the future UDO or stand-alone requirements. Stormwater is considered more of a nuisance water supply and is currently dealt with through an engineered drainage report, but this water supply classified as overland flow, and not appropriated water within recognized washes rivers or streams. Stormwater could be utilized for local, development-wide, and regional water capture systems that could utilize the water for recharging the aquifer and providing outdoor water needs within both active and passive stormwater systems. This is a significant, untapped water resource and the IWMP will identify this issue and provide recommendations, proposed ordinances, or other innovative concepts for consideration.

This task includes a general narrative of potential stormwater capture systems and recommendations for improvements and possible stormwater ordinances for consideration by the Town. An analysis of stormwater drainage areas, potential capture locations, water allocations, water rights for surface flows and other detailed design elements is not a part of this IWMP.

**Task 34 – Stormwater Plan Workshop (NEW)** – present the results of the prior tasks in a workshop with Town Staff.

**Task 35 – Stormwater Technical Memorandum (NEW)** -- prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report, including proposed Stormwater Ordinances and design concepts for consideration by the Town.

**Task 36 – James H. Holt, LLC** – subconsultant fee for Phase 1 preparation of the IWMP

**Task 37 – Matrix New World Engineering, Land Surveying and Landscape Architecture, PC** – subconsultant fee for Phase 1 preparation of the IWMP

**Task 38 – Sketch Landscape Architecture Studio, LLC** – subconsultant fee for Phase 1 preparation of the IWMP
PHASE 2 – INTEGRATED INFRASTRUCTURE PLAN FOR TOWN-WIDE INTEGRATION

Task 1 - Town-Wide Integration (5.0) – based on the previous tasks, Civiltec will recommend system improvements to meet the water resources, water, wastewater, and reclaimed water system demands for each planning horizon. The Consultant will evaluate the sizing of the water, wastewater, and reclaimed water system needed by the Town to ensure it can properly integrate with the Town’s overall build-out of the future utility systems. A detailed assessment and integration strategy plan will be created.

Task 2 - Town-Wide Integration Workshop (5.1) – present the results of the prior tasks in a workshop with Town Staff.

Task 3 - Town-Wide Integration Technical Memorandum (5.2) – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

Task 4 – James H. Holt, LLC – Subconsultant fee for Phase 2 preparation of the IWMP

Task 5 – MATRIX New World Engineering, Land Surveying and Landscape Architecture, PC – Subconsultant fee for Phase 2 preparation of the IWMP

Task 6 – Sketch Landscape Architecture Studio, LLC – Subconsultant fee for Phase 2 preparation of the IWMP

PHASE 3 - CAPITAL IMPROVEMENTS PLAN (CIP), ADMINISTRATION AND DELIVERABLES

Task 1 – Develop a 5-Year through 10-Year Capital improvement Plan (6.0) – based on the previous Tasks, Civiltec will recommend system improvements to meet the water resources, water, wastewater, and reclaimed water system demands for the Town for each planning horizon. The Consultant will evaluate water resource needs based on the various types of development, water system, wastewater system, and reclaimed water system needs as it relates to the current Town utility system. The quantity and timing of water resources, water, wastewater, and reclaimed water system improvements will be determined. Improvements will be designed for maximum use to avoid under-sizing of the systems. Emergency storage requirements and redundancy of the systems will be discussed. A detailed 5-year capital improvement plan including annual detailed and prioritized project listings, partial or whole system improvements identification, and detailed cost estimates will be made based on the results and conclusions of the previous tasks. A 10-year CIP will also be developed for longer term planning and budgeting.

Task 2 – Determine CIP Projects Needed for Each Year (6.1) – the capital improvements required for each year will be identified, prioritized and will include the associated total annual costs for each year to provide for the planned build-out of the 5-year and 10-year plans. Recommendations will be provided for an implementation plan with allowances for inflation of costs. A capital replacement plan will also be recommended.

Task 3 - CIP Workshop (6.2) – present the results of the prior tasks in a workshop with Town Staff.
Task 4 - CIP Technical Memorandum (6.3) – prepare a Technical Memorandum that summarizes the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

Task 5 - Project Meetings and Workshops (7.1) – the project includes a kick-off meeting, monthly project status meetings and workshops for reporting results and obtaining Town Staff/Committees input. Assistance will be provided for presentations to a Water & Utility Subcommittee and Town Council work sessions and/or Town Council meetings to review the results and recommendations for the IWMP and CIP and gather input from the Council. Up to 12 meetings, workshops or other presentations are included in the project budget.

Task 6 - Master Plan Report - Stand Alone Executive Summary (7.2.1) – a color brochure style executive summary of the completed Master Plan will be provided for distribution to the Town Council, Town Leadership/Staff, stakeholders and the general public. Prior to final issuance, a draft summary will be provided to Town Staff for review and comment. Ten (10) copies of the draft and thirty (30) copies of the final summary will be provided along with high-resolution digital PDF versions of the documents.

Task 7 – Integrated Water Master Plan (7.2.2) – Ten (10) copies of the draft and thirty (30) copies of the final IWMP color and bound report will be provided to the Town as our final IWMP deliverable. High-Resolution Digital PDF versions of the documents will also be provided.

Task 8 – Capital Improvement Plan (7.2.3) – Ten (10) copies of the draft and thirty (30) copies of the final CIP color and bound report will be provided to the Town as our final IWMP deliverable. High-Resolution Digital PDF versions of the documents will also be provided.

Task 9 – Master Plan Models (7.2.4) – The newly developed and completed Town water, wastewater and reclaimed water hydraulic models and supporting documents will be provide to the Town upon adoption of the plans by the Town.

Task 10 - Digital Document Management (7.2.5) – deliverables for this study will include printed materials and support documents in an indexed and searchable PDF file format. Electronic copies of all final documents in the Master Plan will be furnished in MS Word and Excel formats as appropriate. Final version of maps shall be in a GIS file format compatible with the Town’s GIS systems.

Task 11 – James H. Holt, LLC – Subconsultant fee for Phase 3 preparation of the IWMP

Task 12 – Matrix New World Engineering, Land Surveying and Landscape Architecture, PC – Subconsultant fee for Phase 3 preparation of the IWMP

Task 13 – Sketch Landscape Architecture Studio, LLC – Subconsultant fee for Phase 3 preparation of the IWMP

PHASE 4 - CONTRACT ALLOWANCE

Task 1 - Contract Allowance – A contract allowance has been included in the scope of work for minor changes in scope. The contract allowance will only be used if needed and after written authorization from the Town to proceed with the work.
SCHEDULE

Civiltec is available to commence this project immediately. Based on the scope of work described previously, we will require approximately 11 to 12 months to complete this project, with a final completion date on or before July 1, 2024.

FEES DISTRIBUTION SCHEDULE

Professional fees for the above-described services will be billed on a fixed fee basis as summarized below. A breakdown of our hours and fees is included as Attachment A.

<table>
<thead>
<tr>
<th>Phase Description</th>
<th>Fee</th>
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<tr>
<td>Phase 1 - WATER RESOURCES AND SYSTEM MASTER PLAN</td>
<td>$326,827.00</td>
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<td>Phase 2 - INTEGRATION (WATER-WASTEWATER-RECLAIMED WATER)</td>
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<td>Phase 3 - CAPITAL IMPROVEMENTS PLAN (CIP), ADMINISTRATION AND DELIVERABLES</td>
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<td>Phase 4 - CONTRACT ALLOWANCE</td>
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<td>TOTAL PROJECT CONTRACT AMOUNT</td>
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Any work not authorized within 3 months of the date of this proposal will be subject to renegotiations based on current rates. All fees associated with review and application filings shall be the responsibility of the Client. Additional services may be authorized by the Client through a change order or contract addendum. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.

If this proposal is acceptable, please provide a Notice to Proceed and return a Town of Chino Valley contract form or Purchase Order to our office for the project record. Again, thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact the undersigned directly with any comments or questions.

Sincerely,

Civiltec engineering, inc.

Richard E. Aldridge, PE, MBA (raldrige@civiltec.com)
Principal Engineer / Branch Manager

Attachment(s): A – Breakdown of Hours and Fees
              B – Project Schedule

W:\Proposals\2023 Proposals\Prescott\PP23025.00-T of CV-Integrated Water Master Plan and CIP\SCOPE-FEE PROPOSALS\ORIGINAL TOCV - TOWN-WIDE IWMP PROPOSAL REV 6-12-2023.docx
### ATTACHMENT A

**Breakdown of Hours and Fees**

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<tr>
<th>Phase 1 - WATER RESOURCES AND SYSTEM MASTER PLAN</th>
<th>HOURS</th>
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PREPARED BY: CIVILTEC ENGINEERING, INC.
### ATTACHMENT A

#### Breakdown of Hours and Fees

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## ATTACHMENT A

**Breakdown of Hours and Fees**

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Phase 3 - CAPITAL IMPROVEMENTS PLAN (CIP), ADMINISTRATION AND DELIVERABLES

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<td>18</td>
<td>8</td>
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<td>(6.1)</td>
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<td>32</td>
<td>32</td>
<td>16</td>
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<td>32</td>
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<td>(7.2.1)</td>
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<td>Task 7 - INTEGRATED WATER MASTER PLAN (7.2.2)</td>
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<td>8</td>
<td>16</td>
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<td>Task 9 - MASTER PLAN MODELS (7.2.4)</td>
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<td>Task 10 - DIGITAL DOCUMENT MANAGEMENT (7.2.5)</td>
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<td>8</td>
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<td>Task 11 - JAMES H. HOLT, LLC SUBCONSULTANT</td>
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<td>Task 12 - MATRIX NEW WORLD SUBCONSULTANT</td>
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PREPARED BY: CIVILTEC ENGINEERING, INC.
## ATTACHMENT A

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>PIC</th>
<th>SrPM</th>
<th>SrE</th>
<th>SrD</th>
<th>Admin</th>
<th>TOTAL COST</th>
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<tr>
<td><strong>Phase 4 - CONTRACT ALLOWANCE</strong></td>
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<td>788</td>
<td>636</td>
<td>268</td>
<td>52</td>
<td>1864</td>
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<td><strong>BUDGET</strong></td>
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<td>$498,994.00</td>
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</tbody>
</table>

PIC = Principal Engineer (PE)  
PM = Project Manager  
PE = Project Engineer (PE)  
SE = Senior Engineer (PE)  
SO = Senior Designer  
SD = Staff Engineer (E)  
CAD = CAD Operator  
Admin = Administrative Asst./Clerical  
JPS = Two Person Survey Crew  
SJPS = One Person Survey Crew  
SrPM = Sr. Project Manager  
SrPE = Sr. Project Engineer (PE)  
SrSE = Sr. Staff Engineer (E)  
SrCAD = Design/B/CAD Operator  
PSC = Planning/Scoping/CAD  
SM = Survey Manager (RLS)  
SLS = Staff Land Surveyor (RLS)
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>OVERALL PROJECT PRELIMINARY SCHEDULE</td>
<td>260 days</td>
<td>Tue 7/4/23</td>
<td>Mon 7/1/24</td>
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<tr>
<td>2</td>
<td>Task 1 – Kick-off Meeting - Notice to Proceed</td>
<td>33 days</td>
<td>Mon 7/3/23</td>
<td>Wed 8/16/23</td>
</tr>
<tr>
<td>3</td>
<td>Kick-off Meeting</td>
<td>2 days</td>
<td>Tue 8/15/23</td>
<td>Wed 8/16/23</td>
</tr>
<tr>
<td>4</td>
<td>Task 2 – Draft IWMP Plan</td>
<td>130 days</td>
<td>Tue 8/15/23</td>
<td>Mon 2/12/24</td>
</tr>
<tr>
<td>5</td>
<td>Data Acquisition, Establish Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements, Topo Survey and Other Identified Tasks</td>
<td>100 days</td>
<td>Tue 8/15/23</td>
<td>Mon 1/1/24</td>
</tr>
<tr>
<td>6</td>
<td>Workshops, Meetings, Draft Technical Memorandums and Preparation of the Draft IWMP Plan</td>
<td>30 days</td>
<td>Tue 1/2/24</td>
<td>Mon 2/12/24</td>
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<tr>
<td>7</td>
<td>Task 3 – Final IWMP Plan</td>
<td>45 days</td>
<td>Thu 2/15/24</td>
<td>Wed 4/17/24</td>
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<tr>
<td>8</td>
<td>Continued Data Acquisition, Establishment of Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements and Other Identified Tasks</td>
<td>28 days</td>
<td>Thu 2/15/24</td>
<td>Mon 3/25/24</td>
</tr>
<tr>
<td>9</td>
<td>Workshops, Meetings, Draft Technical Memorandums and Preparation of the Final IWMP Plan</td>
<td>17 days</td>
<td>Tue 3/26/24</td>
<td>Wed 4/17/24</td>
</tr>
<tr>
<td>10</td>
<td>Task 4 – Draft Capital Improvements Plan (CIP)</td>
<td>79 days</td>
<td>Fri 2/16/24</td>
<td>Wed 6/5/24</td>
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<tr>
<td>11</td>
<td>Identify Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, Short and Long Term Cost Elements</td>
<td>40 days</td>
<td>Fri 2/16/24</td>
<td>Thu 4/11/24</td>
</tr>
<tr>
<td>12</td>
<td>Meetings, Workshops and Prepare Draft CIP</td>
<td>39 days</td>
<td>Fri 4/12/24</td>
<td>Wed 6/5/24</td>
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<tr>
<td>13</td>
<td>Task 5 – Final CIP</td>
<td>15 days</td>
<td>Thu 6/6/24</td>
<td>Wed 6/26/24</td>
</tr>
<tr>
<td>14</td>
<td>Final Identification of Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, and Short and Long Term Cost Elements</td>
<td>10 days</td>
<td>Thu 6/6/24</td>
<td>Wed 6/19/24</td>
</tr>
<tr>
<td>15</td>
<td>Submit Final CIP Plan</td>
<td>5 days</td>
<td>Thu 6/20/24</td>
<td>Wed 6/26/24</td>
</tr>
<tr>
<td>16</td>
<td>Task 6 – Final Report and Deliverables</td>
<td>3 days</td>
<td>Thu 6/27/24</td>
<td>Mon 7/1/24</td>
</tr>
<tr>
<td>17</td>
<td>Final Report and Deliverables</td>
<td>3 days</td>
<td>Thu 6/27/24</td>
<td>Mon 7/1/24</td>
</tr>
</tbody>
</table>
AGENDA ITEM TITLE:
Public Hearing regarding Resolution No. 2023-1225, relating to the Town's Final Budget for Fiscal Year 2023/2024 and the proposed expenditure limitation for the same year, in the amount of $45,150,500.

RECOMMENDED ACTION:
Hold the Public Hearing.

SITUATION AND ANALYSIS:
On June 13, 2023, the Mayor and Council adopted Resolution No. 2023-1223 adopting the Tentative Budget for Fiscal Year 2023/2024, and setting the Expenditure Limitation at $45,150,500. The Tentative Budget was posted on the Town's website.

The State Budget Forms were published two times in the Daily Courier and the Chino Valley Review.

Staff recommends approving Resolution No. 2023-1225 and adopting the Final Budget for Fiscal Year 2023/2024.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code: Available:
Funding Source:

Attachments

No file(s) attached.
AGENDA ITEM TITLE:
Public Hearing regarding Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute the budgets of the Districts for Fiscal Year 2023/2024.

RECOMMENDED ACTION:
Hold the Public Hearing.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code: Available:
Funding Source:

Attachments

No file(s) attached.
AGENDA ITEM TITLE:
Consideration and possible action to approve Resolution No. 2023-1225, relating to the Town's Final Budget for Fiscal Year 2023/2024 and the proposed expenditure limitation for the same year, in the amount of $45,150,500.

RECOMMENDED ACTION:
Approve Resolution 2023-1225, adopting the Fiscal Year 2023/2024 Final Budget and establishing the Fiscal Year 2023/2024 expenditure limitation.

SITUATION AND ANALYSIS:
On June 13, 2023, the Mayor and Council adopted Resolution No. 2023-1223 adopting the Tentative Budget for the Fiscal Year 2023/2024 and setting the Expenditure Limitation at $45,150,500. The Tentative Budget was posted on the Town's website.

The State Budget Forms were published two times in the Prescott Courier and Chino Valley Review.

A public hearing is scheduled for June 27, 2023.

Staff recommends approving Resolution No. 2023-1225 and adopting the Final Budget for Fiscal Year 2023/2024.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: All
Available:
Funding Source:
Adoption of this item establishes a final budget and the expenditure limitation for Fiscal Year 2023/2024.

Attachments
RES - 2023-1225 - FY 23/24 Final Budget
RESOLUTION NO. 2023-1225

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2023/2024; SETTING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the Town of Chino Valley (the “Town Council”) is required to adopt an annual budget for the Town of Chino Valley (the “Town”); and

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes (“A.R.S.”) Section 41-563.03(C), (E), and (G), the qualified voters of the Town of Chino Valley, on August 4, 2020, approved Proposition 450, adopting an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 450 provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with A.R.S. § 42-17102, the Town Manager prepared and filed with the Town Council the Town Manager’s budget estimates for the fiscal year beginning July 1, 2023, and ending June 30, 2024; and

WHEREAS, on June 13, 2023, the Town Council approved Resolution 2023-2024, adopting (i) an expenditure limitation and (ii) the statement of estimates and expenses for the fiscal year beginning July 1, 2023, and ending June 30, 2024; and

WHEREAS, Resolution 2023-2024 also directed the Town Clerk to (i) make available the tentative budget for inspection, not later than seven days after the date of Resolution 2023-2024, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

WHEREAS, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 27, 2023, at the Chino Valley Town Hall for the purposes of (i) hearing taxpayers on the proposed estimates, expenses, and tax levies as set forth in said statement of estimates and expenses and (ii) adopting the tentative budget as final; and

WHEREAS, on June 27, 2023, the Town Council held a public hearing on the final budget as required by law; and

WHEREAS, the revenues and expenses in the proposed final budget for Fiscal Year 2023/2024 do not exceed the estimates and expenses shown on the published tentative budget.

[CONTINUED ON THE FOLLOWING PAGE]
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2023/2024 is hereby approved in an amount not to exceed $45,150,500.

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby formally adopted as the official final budget of the Town of Chino Valley for Fiscal Year 2023/2024.

SECTION 4. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 27th day of June 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1225 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was ___ ayes and ___ nays and ___ abstentions. ___ Council members were absent or excused.

Erin N. Deskins, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2023-1225

[Statement of Estimates and Expenses]

See following pages.
### Town of Chino Valley
### Summary Schedule of estimated revenues and expenditures/expenses
### Fiscal Year 2024

<table>
<thead>
<tr>
<th>Fiscal year</th>
<th>Funds</th>
<th>General Fund</th>
<th>Special Revenue Fund</th>
<th>Debt Service Fund</th>
<th>Capital Projects Fund</th>
<th>Permanent Fund</th>
<th>Enterprise Funds Available</th>
<th>Internal Service Funds</th>
<th>Total all funds</th>
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<tbody>
<tr>
<td>2023</td>
<td>Adopted/adjusted budgeted expenditures/expenses*</td>
<td>E 1</td>
<td>14,425,000</td>
<td>13,261,500</td>
<td>1,384,500</td>
<td>8,051,500</td>
<td>0</td>
<td>5,901,200</td>
<td>0</td>
</tr>
<tr>
<td>2023</td>
<td>Actual expenditures/expenses**</td>
<td>E 2</td>
<td>13,489,100</td>
<td>4,988,700</td>
<td>1,384,500</td>
<td>4,668,500</td>
<td>0</td>
<td>2,982,200</td>
<td>0</td>
</tr>
<tr>
<td>2023</td>
<td>Beginning fund balance/(deficit) or net position/(deficit) at July 1***</td>
<td>E 3</td>
<td>12,668,285</td>
<td>2,270,155</td>
<td>463,750</td>
<td>10,135,752</td>
<td>0</td>
<td>12,771,403</td>
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<td>2023</td>
<td>Primary property tax levy</td>
<td>E 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>2023</td>
<td>Secondary property tax levy</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>2023</td>
<td>Estimated revenues other than property taxes</td>
<td>E 6</td>
<td>17,911,000</td>
<td>4,354,100</td>
<td>0</td>
<td>5,282,000</td>
<td>0</td>
<td>6,135,000</td>
<td>0</td>
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<td>2023</td>
<td>Other financing sources</td>
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<td>2023</td>
<td>Other financing (use)</td>
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<td>2023</td>
<td>Interfund transfers in</td>
<td>E 9</td>
<td>409,000</td>
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<td>2,028,800</td>
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<td>2023</td>
<td>Interfund Transfers out</td>
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<td>5,428,000</td>
<td>200,000</td>
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<td>50,000</td>
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<td>2023</td>
<td>Line 11: Reduction for fund balance reserved for future budget year expenditures</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>2023</td>
<td>Total financial resources available</td>
<td>E 12</td>
<td>25,449,285</td>
<td>9,733,285</td>
<td>483,750</td>
<td>17,455,752</td>
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<td>19,406,403</td>
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<tr>
<td>2023</td>
<td>Budgeted expenditures/expenses</td>
<td>E 13</td>
<td>17,267,300</td>
<td>14,992,400</td>
<td>1,278,000</td>
<td>6,214,800</td>
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<td>5,288,800</td>
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</table>

### Expenditure limitation comparison

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>2022</th>
<th>2023</th>
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<tbody>
<tr>
<td>1</td>
<td>Budgeted expenditures/expenses</td>
<td>$46,544,100</td>
<td>$45,150,500</td>
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<td>2</td>
<td>Add/subtract: estimated net reconciling items</td>
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<td></td>
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<tr>
<td>3</td>
<td>Budgeted expenditures/expenses adjusted for reconciling items</td>
<td>$46,544,100</td>
<td>$45,150,500</td>
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<tr>
<td>4</td>
<td>Less: estimated exclusions</td>
<td>$46,544,100</td>
<td>$45,150,500</td>
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<td>5</td>
<td>Amount subject to the expenditure limitation</td>
<td>$46,544,100</td>
<td>$45,150,500</td>
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<tr>
<td>6</td>
<td>EEC expenditure limitation</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

---

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule 6 has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule 6.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).
Town of Chino Valley  
Tax levy and tax rate information  
Fiscal Year 2024

<table>
<thead>
<tr>
<th></th>
<th>2023</th>
<th>2024</th>
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</thead>
<tbody>
<tr>
<td>1. Maximum allowable primary property tax levy.</td>
<td>$</td>
<td>$</td>
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<tr>
<td>A.R.S. §42-17051(A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy.</td>
<td>$</td>
<td></td>
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<tr>
<td>A.R.S. §42-17102(A)(18)</td>
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</tr>
<tr>
<td>3. Property tax levy amounts</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Primary property taxes</td>
<td></td>
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<tr>
<td>Property tax judgment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Secondary property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property tax judgment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Total property tax levy amounts</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. Property taxes collected*</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Primary property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Current year's levy</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(2) Prior years' levies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Total primary property taxes</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>B. Secondary property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Current year's levy</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(2) Prior years' levies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Total secondary property taxes</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>C. Total property taxes collected</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>5. Property tax rates</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. City/Town tax rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Primary property tax rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property tax judgment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Secondary property tax rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property tax judgment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Total city/town tax rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Special assessment district tax rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating 3 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.
## Town of Chino Valley
### Revenues other than property taxes
#### Fiscal Year 2024

<table>
<thead>
<tr>
<th>Source of revenues</th>
<th>Estimated revenues 2023</th>
<th>Actual revenues 2023</th>
<th>Estimated revenues 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Taxes</td>
<td>$7,910,900</td>
<td>$8,690,700</td>
<td>$9,157,100</td>
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<tr>
<td>Franchise Taxes</td>
<td>141,500</td>
<td>309,600</td>
<td>407,000</td>
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<td>Licenses and permits</td>
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<td></td>
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<tr>
<td>Building Permits</td>
<td>325,000</td>
<td>435,600</td>
<td>360,000</td>
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<tr>
<td>Business Licenses</td>
<td>65,000</td>
<td>42,700</td>
<td>66,000</td>
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<td>Plan Check Fees</td>
<td>150,000</td>
<td>130,600</td>
<td>125,000</td>
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<tr>
<td>Other Licenses and Permits</td>
<td>22,500</td>
<td>16,800</td>
<td>21,500</td>
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<tr>
<td>Intergovernmental</td>
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<tr>
<td>State Shared Sales Tax</td>
<td>1,664,000</td>
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<td>2,031,000</td>
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<td>State Shared Income Tax</td>
<td>2,513,000</td>
<td>2,559,500</td>
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<tr>
<td>Vehicle License Tax</td>
<td>1,079,000</td>
<td>1,051,700</td>
<td>1,158,000</td>
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<td>Yavapai County Library Funds</td>
<td>96,000</td>
<td>164,900</td>
<td>78,300</td>
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<td>Police Dept Grants</td>
<td>7,500</td>
<td>2,700</td>
<td>7,500</td>
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<tr>
<td>Senior Nutrition Grant</td>
<td>115,000</td>
<td>120,600</td>
<td>125,000</td>
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<td>Charges for services</td>
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<tr>
<td>Engineering Fees</td>
<td>1,000</td>
<td>22,900</td>
<td>20,000</td>
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<tr>
<td>Senior Nutrition Program Fees</td>
<td>5,000</td>
<td>1,200</td>
<td>1,000</td>
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<tr>
<td>Facility Use Fees</td>
<td>27,000</td>
<td>22,000</td>
<td>25,000</td>
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<tr>
<td>Police Report Fees</td>
<td>4,000</td>
<td>5,600</td>
<td>5,000</td>
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<tr>
<td>Aquatic Center Fees</td>
<td>70,000</td>
<td>58,400</td>
<td>57,000</td>
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<tr>
<td>Other Charges for Services</td>
<td>28,000</td>
<td>16,100</td>
<td>11,600</td>
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<tr>
<td>Fines and forfeits</td>
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<tr>
<td>Animal Control Fees</td>
<td>27,000</td>
<td>23,000</td>
<td>25,000</td>
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<tr>
<td>Library Fines</td>
<td>2,000</td>
<td>1,100</td>
<td>2,000</td>
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<tr>
<td>Court Fines and Forfeitures</td>
<td>130,000</td>
<td>156,400</td>
<td>140,000</td>
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<tr>
<td>Interest on investments</td>
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<tr>
<td>Interest</td>
<td>2,000</td>
<td>486,000</td>
<td>500,000</td>
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<tr>
<td>Contributions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Center Thrift Store</td>
<td>500</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total General Fund</strong></td>
<td>$14,585,900</td>
<td>$16,537,900</td>
<td>$17,911,000</td>
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</table>

### Special revenue funds

<table>
<thead>
<tr>
<th>Source of revenues</th>
<th>Estimated revenues 2023</th>
<th>Actual revenues 2023</th>
<th>Estimated revenues 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway User Revenue</td>
<td>$1,360,000</td>
<td>$1,335,000</td>
<td>$1,400,000</td>
</tr>
<tr>
<td>Interest</td>
<td>1,000</td>
<td>13,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2,500</td>
<td>3,200</td>
<td>2,500</td>
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<tr>
<td><strong>Total special revenue funds</strong></td>
<td>$1,363,500</td>
<td>$1,351,200</td>
<td>$1,412,500</td>
</tr>
</tbody>
</table>

| Miscellaneous Grants                | $3,500,000              | $200,000             | $3,500,000              |
| Cares Act Funding                   | 485,000                 | 485,000              |                         |
| CDBG Grant                          | 349,000                 | 349,000              |                         |
| **Total special revenue funds**     | $4,334,000              | $1,033,000           | $3,500,000              |

| Special Revenue Fund-Court          | $24,500                 | $33,200              | 25,500                  |
| Special Revenue Fund-PD             | 12,000                  | 12,800               | 12,000                  |
| Lighting Improvement Districts #1, #2, #3 | 4,100           | 4,100                | 4,100                   |
| **Total special revenue funds**     | $5,738,100              | $2,434,300           | $4,954,100              |
Town of Chino Valley  
Revenues other than property taxes  
Fiscal Year 2024

<table>
<thead>
<tr>
<th>Source of revenues</th>
<th>Estimated revenues</th>
<th>Actual revenues*</th>
<th>Estimated revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2023</td>
<td>2023</td>
<td>2024</td>
</tr>
<tr>
<td><strong>Capital projects funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvements Fund - General Fund</td>
<td>$5,269,800</td>
<td>$2,968,000</td>
<td>$5,287,000</td>
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<tr>
<td>Capital Improvements Fund - Roads</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asset Replacement Fund</td>
<td>$4,000</td>
<td>$85,700</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td>$5,273,800</td>
<td>$3,053,700</td>
<td>$5,292,000</td>
</tr>
<tr>
<td><strong>Total capital projects funds</strong></td>
<td>$5,273,800</td>
<td>$3,053,700</td>
<td>$5,292,000</td>
</tr>
<tr>
<td><strong>Enterprise funds</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Enterprise Fund</td>
<td>$1,017,400</td>
<td>$938,200</td>
<td>$1,021,000</td>
</tr>
<tr>
<td>Capital Improvement Fund - Water</td>
<td>$2,000,000</td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Sewer Enterprise Fund</td>
<td>$2,134,500</td>
<td>$2,044,000</td>
<td>$2,114,000</td>
</tr>
<tr>
<td>Capital Improvement Fund - Sewer</td>
<td>$400,000</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>$5,551,900</td>
<td>$2,982,200</td>
<td>$6,135,000</td>
</tr>
<tr>
<td><strong>Total enterprise funds</strong></td>
<td>$5,551,900</td>
<td>$2,982,200</td>
<td>$6,135,000</td>
</tr>
<tr>
<td><strong>Total all funds</strong></td>
<td>$31,149,700</td>
<td>$25,008,100</td>
<td>$34,292,100</td>
</tr>
</tbody>
</table>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.
### Town of Chino Valley

**Other financing sources/(uses) and interfund transfers**

**Fiscal Year 2024**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Other financing 2023</th>
<th>Interfund transfers 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sources</td>
<td>(Uses)</td>
</tr>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trans from Capital Improv Fund</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trans to Capital Asset Replacement</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trans to Gen Fund CIP</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trans to CIP - Roads</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trans to SLFRF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Special revenue funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HURF - Trans To CIP Roads</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Roads - CIP Trans from Gen</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Roads - CIP Trans from HURF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>SLFRF - Trans from General Fund</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total special revenue funds</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Debt service funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trans From Capital Improvement</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total debt service funds</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Capital projects funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gen CIP - Trans from General Fund</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trans to Debt Service</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trans to General Fund</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Cap Asset - Trans from General Fund</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total capital projects funds</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Enterprise funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water CIP</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Water Ent Fund to Water CIP</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Sewer CIP</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Sewer Ent Fund from General Fund</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total enterprise funds</strong></td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Total all funds</strong></td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
## Town of Chino Valley
### Expenditures/expenses by fund
#### Fiscal Year 2024

<table>
<thead>
<tr>
<th>Fund/Department</th>
<th>Adopted budgeted expenses 2023</th>
<th>Expenditure/expense adjustments approved 2023</th>
<th>Actual expenditures/expenses* 2023</th>
<th>Budgeted expenditures/expenses 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor</td>
<td>$139,900</td>
<td></td>
<td>$137,500</td>
<td>$168,200</td>
</tr>
<tr>
<td>Town Clerk</td>
<td>$296,400</td>
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<td>$265,600</td>
<td>$407,000</td>
</tr>
<tr>
<td>Town Manager</td>
<td>$662,600</td>
<td></td>
<td>$703,300</td>
<td>$816,600</td>
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<tr>
<td>Human Resources</td>
<td>$365,100</td>
<td></td>
<td>$345,000</td>
<td>$446,800</td>
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<tr>
<td>Magistrate Court</td>
<td>$363,500</td>
<td></td>
<td>$362,100</td>
<td>$396,500</td>
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<tr>
<td>Finance</td>
<td>$539,500</td>
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<td>$525,600</td>
<td>$560,000</td>
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<tr>
<td>Mgmt Info Systems</td>
<td>$434,200</td>
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<td>$418,000</td>
<td>$663,000</td>
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<tr>
<td>Mayor &amp; Council</td>
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<td>Planning</td>
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<td>Code Enforcement</td>
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<td>Police</td>
<td>$4,526,800</td>
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<td>$4,386,700</td>
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<td>Animal Control</td>
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<td>$278,400</td>
<td>$272,200</td>
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<tr>
<td>Recreation</td>
<td>$257,300</td>
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<td>$168,600</td>
<td>$344,700</td>
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<tr>
<td>Library</td>
<td>$426,300</td>
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<td>$425,000</td>
<td>$482,900</td>
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<tr>
<td>Senior Center</td>
<td>$563,600</td>
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<td>$571,200</td>
<td>$480,500</td>
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<tr>
<td>Parks</td>
<td>$809,500</td>
<td></td>
<td>$700,800</td>
<td>$834,200</td>
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<tr>
<td>Aquatic Center</td>
<td>$256,800</td>
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<td>$256,800</td>
<td>$258,900</td>
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<tr>
<td>Facilities Maintenance</td>
<td>$941,800</td>
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<td>$882,800</td>
<td>$1,066,700</td>
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<tr>
<td>Fleet Maintenance</td>
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<td>$378,200</td>
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<tr>
<td>Engineering</td>
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<td>$521,300</td>
<td>$768,300</td>
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<tr>
<td>Non-Departmental</td>
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<td>$509,800</td>
<td>$1,586,200</td>
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<td>Contingency</td>
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<td>$600,000</td>
<td>$625,000</td>
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<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>$14,425,900</strong></td>
<td></td>
<td><strong>$13,586,100</strong></td>
<td><strong>$17,267,300</strong></td>
</tr>
</tbody>
</table>

### Special revenue funds

<table>
<thead>
<tr>
<th>Fund/Department</th>
<th>Adopted budgeted expenses 2023</th>
<th>Expenditure/expense adjustments approved 2023</th>
<th>Actual expenditures/expenses* 2023</th>
<th>Budgeted expenditures/expenses 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway User Revenue Fund</td>
<td>$1,500,500</td>
<td></td>
<td>$1,136,700</td>
<td>$2,000,400</td>
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<tr>
<td>Roads - CIP</td>
<td>$2,500,000</td>
<td></td>
<td>$669,600</td>
<td>$4,763,000</td>
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<tr>
<td>Miscellaneous Grants Fund</td>
<td>$3,500,000</td>
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<td>$200,000</td>
<td>$3,500,000</td>
</tr>
<tr>
<td>Special Revenue Fund -- Court</td>
<td>$17,000</td>
<td></td>
<td>$15,000</td>
<td>$17,000</td>
</tr>
<tr>
<td>Special Revenue Fund -- PD</td>
<td>$12,000</td>
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<td>$9,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Lighting Improvement Districts</td>
<td>$4,000</td>
<td></td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>CSLFRF</td>
<td>$5,400,000</td>
<td></td>
<td>$1,705,400</td>
<td>$3,800,000</td>
</tr>
<tr>
<td>CDBG Grant</td>
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<td></td>
<td>$348,000</td>
<td>$348,000</td>
</tr>
<tr>
<td><strong>Total special revenue funds</strong></td>
<td><strong>$13,281,500</strong></td>
<td></td>
<td><strong>$4,088,700</strong></td>
<td><strong>$14,092,400</strong></td>
</tr>
</tbody>
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### Debt service funds

<table>
<thead>
<tr>
<th>Fund/Department</th>
<th>Adopted budgeted expenses 2023</th>
<th>Expenditure/expense adjustments approved 2023</th>
<th>Actual expenditures/expenses* 2023</th>
<th>Budgeted expenditures/expenses 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Fund</td>
<td>$1,384,500</td>
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<td>$1,384,500</td>
<td>$1,278,000</td>
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<tr>
<td><strong>Total debt service funds</strong></td>
<td><strong>$1,384,500</strong></td>
<td></td>
<td><strong>$1,384,500</strong></td>
<td><strong>$1,278,000</strong></td>
</tr>
</tbody>
</table>

### Capital projects funds

<table>
<thead>
<tr>
<th>Fund/Department</th>
<th>Adopted budgeted expenses 2023</th>
<th>Expenditure/expense adjustments approved 2023</th>
<th>Actual expenditures/expenses* 2023</th>
<th>Budgeted expenditures/expenses 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund CIP</td>
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### Enterprise funds

<table>
<thead>
<tr>
<th>Fund/Department</th>
<th>Adopted budgeted expenses 2023</th>
<th>Expenditure/expense adjustments approved 2023</th>
<th>Actual expenditures/expenses* 2023</th>
<th>Budgeted expenditures/expenses 2024</th>
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<tbody>
<tr>
<td>Water Enterprise Fund</td>
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<tr>
<td>Sewer Enterprise Fund</td>
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<td><strong>$43,044,100</strong></td>
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<td><strong>$26,910,000</strong></td>
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* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.
<table>
<thead>
<tr>
<th>Fund</th>
<th>Full-time equivalent (FTE)</th>
<th>Employee salaries and hourly costs</th>
<th>Retirement costs</th>
<th>Healthcare costs</th>
<th>Other benefit costs</th>
<th>Total estimated personnel compensation</th>
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<td>Highway User Revenue</td>
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<td>$418,680</td>
<td>$51,456</td>
<td>$94,033</td>
<td>$63,932</td>
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<td>Total special revenue funds</td>
<td>9.0</td>
<td>$418,680</td>
<td>$51,456</td>
<td>$94,033</td>
<td>$63,932</td>
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<td>Enterprise funds</td>
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## Town of Chino Valley
### Expenditures/expenses by department
#### Fiscal Year 2024

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Adopted expenditures/ expenses</th>
<th>Expenditure/ expense adjustments approved</th>
<th>Actual expenditures/ expenses*</th>
<th>Budgeted expenditures/ expenses</th>
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<tr>
<td></td>
<td>2023</td>
<td>2023</td>
<td>2023</td>
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3/22 Arizona Auditor General

Schedule F

Official City/Town Budget Forms
<table>
<thead>
<tr>
<th>Department</th>
<th>Adopted budgeted expenditures/ expenses</th>
<th>Expenditure/ expense adjustments approved</th>
<th>Actual expenditures/ expenses*</th>
<th>Budgeted expenditures/ expenses</th>
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</thead>
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<td>Library</td>
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<td>Capital Improvement Fund</td>
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<td>SLFRF</td>
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<tr>
<td>Asset Replacement Fund</td>
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<td>Water Enterprise Fund</td>
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3/22 Arizona Auditor General
Schedule F
Official City/Town Budget Forms
Town of Chino Valley  
Expenditures/expenses by department  
Fiscal Year 2024

<table>
<thead>
<tr>
<th>Department</th>
<th>Adopted budgeted expenditures/ expenses</th>
<th>Expenditure/ expense adjustments approved</th>
<th>Actual expenditures/ expenses*</th>
<th>Budgeted expenditures/ expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HURF</td>
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<td>$1,136,700</td>
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<td>Department Total</td>
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<tr>
<td>Street Lighting Improvement District</td>
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</tr>
<tr>
<td>SLID Fund</td>
<td>$4,000</td>
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<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

**TOTAL ALL DEPARTMENTS** $46,544,100 $30,931,396 $45,150,500

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.
Town Council Regular Meeting 2023

Meeting Date: 06/27/2023
Contact Person: Joe Duffy, Finance Director
Department: Finance
Estimated length of staff presentation: None
Physical location of item: Bright Star Subdivision

**AGENDA ITEM TITLE:**
Consideration and possible action to approve Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2023/2024.

**RECOMMENDED ACTION:**
Approve Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2023/2024.

**Fiscal Impact**

Fiscal Impact?: Yes
If Yes, Budget Code: Available:
Funding Source:
Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

**Attachments**
RES 2023-1226 - FY24 CVSLID budget
RESOLUTION NO. 2023-1226


WHEREAS, the provisions of Ariz. Rev. Stat. § 48-616 require the Mayor and Council of the Town of Chino Valley (the “Town Council”) to levy taxes upon all property in a municipal street lighting improvement district to pay said district’s annual expenses; and

WHEREAS, in accordance with Ariz. Rev. Stat. § 42-17102, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2023, and ending June 30, 2024, for the following: (i) Chino Valley, Arizona, CVSLID #1 Lighting Improvement District; (ii) Chino Valley, Arizona, CVSLID #2 Lighting Improvement District; and (iii) Chino Valley, Arizona, CVSLID #3A Lighting Improvement District (collectively, the “Lighting Districts”); and

WHEREAS, on May 23, 2023, the Town Council approved Resolution 2023-1224, adopting the statement of estimates and expenses for Fiscal Year 2023/2024 as the tentative budgets for the Lighting Districts; and

WHEREAS, Resolution 2023-1224 also directed the Town Clerk to (i) make the statement of estimates and expenses available for inspection, not later than seven days after the date of Resolution 2023-1224, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website, and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statement of estimates and expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

WHEREAS, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 27, 2023, at the Chino Valley Town Hall for the purposes of (i) hearing taxpayers on the proposed estimates, expenses, and tax levies as set forth in said statement of estimates and expenses and (ii) adopting the tentative budgets as final; and

WHEREAS, on June 27, 2023, the Town Council held a public hearing on the final budgets and proposed tax levies as required by law; and

WHEREAS, the estimates and expenses in the proposed final budget for the Lighting Districts for Fiscal Year 2023/2024 do not exceed the estimates and expenses shown on the published tentative budgets.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The statement of estimates and expenses shown in the schedules attached
hereto as Exhibit A and incorporated herein by reference are hereby formally adopted as the official final budgets for the Lighting Districts for Fiscal Year 2023/2024.

SECTION 3. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 27th day of June 2023.

______________________________
Jack W. Miller, Mayor

ATTEST:

______________________________
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1226 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

______________________________
Erin N. Deskins, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2023-1226

[Statement of Estimates and Expenses]

See following page.
TOWN OF CHINO VALLEY, ARIZONA

Street Lighting Improvement Districts

Statement of Estimates and Expenses

Fiscal Year - 2023/2024

<table>
<thead>
<tr>
<th></th>
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