



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, JANUARY 13, 2026
6:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

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.

***AMENDED* AGENDA - updates to item 5a including item title, staff recommendation, and attachments**

- 1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
- 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. 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 on items not on the agenda 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. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. 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.

- Status reports by Mayor and Council regarding current events.*
- Status report by Town Manager Terri Denemy 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 a Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., for Axon Fleet 3 services for an amount not to exceed \$268,704.12.
- b. Consideration and possible action to approve the December 9, 2025, regular meeting minutes.
- c. Consideration and possible action to approve the December 17, 2025, special meeting minutes.
- d. Consideration and possible action to appoint applicants to fill vacancies on Planning & Zoning Commission (P&Z), Board of Adjustment (BOA), and Parks & Recreation Advisory Board (PRAB) per the recommendations of the Appointments Subcommittee.

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 or deny an Infrastructure Repayment Agreement with Highlands Townhomes, LLC, for the construction of water and wastewater main extensions related to the Highlands Apartments project in an amount not to exceed \$197,200 utilizing contingency funds.

Recommended Action: Approve or deny an Infrastructure Repayment Agreement with Highlands Townhomes, LLC, for the construction of water and wastewater main extensions related to the Highlands Apartments project in an amount not to exceed \$197,200 utilizing contingency funds.

- b. Consideration and possible action to accept the right-of-way dedication for Peppertree Place in connection with Highlands Apartments.

Recommended Action: Accept the right-of-way dedication for Peppertree Place in connection with Highlands Apartments.

- c. Consideration and possible action to award a Cooperative Purchasing Agreement to Shasta Industries, Inc. for the Aquatic Center Pool Deck Resurfacing Project for \$202,400.

Recommended Action: Award a Cooperative Purchasing Agreement to Shasta Industries, Inc. for the Aquatic Center Pool Deck Resurfacing Project for \$202,400.

- d. Consideration and possible action to approve Resolution No. 2026-1298 ratifying the previously submitted grant application and authorizing acceptance of the Arizona State Parks Off-Highway Vehicle Grant Award for the Chino Valley Regional OHV Staging Area at Old

Home Manor.

Recommended Action: Approve Resolution No. 2026-1298.

7. ADJOURNMENT

Dated this 6th day of January, 2026.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Council meetings are live-streamed on Town of Chino Valley website, www.chinoaz.net.

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: _____
Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 1/13/2026
CONTACT PERSON: Marrilee Easton, Civilian Officer Supervisor
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., for Axon Fleet 3 services for an amount not to exceed \$268,704.12.

SUMMARY:

The License Plate Reader and on-board camera system installed in police vehicles enhance our transparency, accountability, and operational efficiency in a manner similar to the Town's use of body-worn cameras. The system serves as an investigative tool that supports law enforcement activities while also promoting safer driving behaviors by reducing in-vehicle distractions.

Other Arizona law enforcement agencies currently utilize this technology, allowing for the secure sharing of relevant data among participating agencies to support investigations and regional public safety efforts. The camera and cloud-based platform also enables review of incidents or events that were not intentionally or manually recorded, providing an added layer of accountability and evidentiary support. This technology improves officer safety and expands the Town's investigative capabilities.

This was approved in last year's budget, and the initial equipment was installed in vehicles, but the multi-year contract needs to be ratified by Council. The total contract is \$268,704.12. Year 1 was \$27,018.70, Year 2 through Year 4 are \$60,421.35, and Year 5 is \$60,421.37.

PREVIOUS ACTION:

These services were discussed and approved through the budget process. We are now asking for ratification of the agreement through Council.

STAFF RECOMMENDATION:

Approve the Master Services and Purchasing Agreement and Addendum for Axon Fleet 3 services.

FISCAL IMPACT?

Available budget: General Fund - Police - Fleet Cameras	\$60,422.00
Less this approval item: Axon Fleet 3 - Year 2*	<u>-60,421.35</u>
Remaining budget: General Fund - Police - Fleet Cameras	\$0.65

**Each subsequent year will be budgeted through the annual budget process.*

ATTACHMENTS:

1.	AGR - Addendum to Axon Master Agreement 2 for Axon Fleet Services
2.	Exhibit A - axon-mspa-sled-v23-final apac
3.	Exhibit B - Axon Fleet 3 Quote (Discounted)

**ADDENDUM TO
MASTER SERVICES AND PURCHASING AGREEMENT
REGARDING AXON FLEET**

This ADDENDUM (“Addendum”), entered into as of _____, 202__, between Axon Enterprise, Inc., a Delaware corporation (“Axon”), and the Town of Chino Valley, an Arizona municipal corporation (“Town”) (each individually, a “Party,” and together, the “Parties”).

RECITALS

A. The Parties entered into a Master Services and Purchasing Agreement, dated August 26, 2025, as modified by the addendum executed contemporaneously therewith, regarding Tasers, body-worn cameras, and related hardware, software, and services (together, “Master Agreement 1”).

B. The Town has determined that it is necessary to enter into a separate Master Services and Purchasing Agreement (“Master Agreement 2”), which is attached hereto as Exhibit A and incorporated herein by reference, for goods and services not subject to Master Agreement 1.

C. The Parties wish to enter this Addendum to modify Master Agreement 2 regarding the goods and services generally described as the Axon Fleet in-car video solution and its supporting information, services, and training.

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 Parties agree as follows:

1. Effect of Addendum. Except as expressly modified by the provisions of this Addendum, Master Agreement 2 shall continue in full force and effect. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in Master Agreement 2. The sections of Master Agreement 2 that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. If any inconsistencies or ambiguities exist between the terms of this Addendum and Master Agreement 2, this Addendum shall control. If Master Agreement 2 is renewed, and such renewal includes any conflicting terms other than price, those terms will be null and void.

2. Quote. Axon shall provide to the Town the goods and services described in Quote Q-548356-45364.665TR and the FLEET Statement of Work between Axon Enterprise and Agency, which are attached hereto as Exhibit B and incorporated herein by reference, pursuant to the terms of Master Agreement 2 and this Addendum.

3. Modifications. Master Agreement 2 is amended as follows:

A. The following provision is added as a new subsection to Section 2, Term:

2.3. By consenting to a Renewal Term in any manner, Axon shall be deemed to affirmatively assert that (A) Customer 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 (B) any and all claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

B. The following provisions are added as new subsections to Section 19, General:

19.13 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes (“A.R.S.”) § 41-4401, Axon warrants compliance with all federal immigration laws and regulations relating to employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

19.14 No Boycott of Israel. To the extent applicable under A.R.S. § 35-393 through § 35-393.03, Axon hereby certifies that it is not currently engaged in, and agrees to not engage in, for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in A.R.S. § 35-393.12.

19.15 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. Customer may cancel this Agreement without penalty or further obligations by Customer or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Customer 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 Axon in any capacity or a contractor to Axon with respect to the subject matter of this Agreement.

19.16 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.

19.17 Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, Axon warrants and certifies that it does not currently, and agrees that it will not use, for the duration of this Agreement, 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.

19.18 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

4. Governing Law. This Addendum shall be governed by the laws of the State of Arizona, and suit pertaining to either may be brought only in courts in Yavapai County, Arizona.

5. Conflicts of Interest. This Addendum is subject to the provisions of A.R.S. § 38-511.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date and year first set forth above.

“AXON”

Axon Enterprise, Inc.,
a Delaware corporation

Signature

Name

Title

“TOWN”

Town of Chino Valley,
an Arizona municipal corporation

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

EXHIBIT A
TO
ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT
REGARDING AXON FLEET

[Master Services and Purchasing Agreement (Version 23, Release Date March 2025)]

See the following pages.

EXHIBIT B
TO
ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT
REGARDING AXON FLEET

[Quote Q-548356-45364.665TR and the FLEET Statement of Work]

See the following pages.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Public Safety Australia Pty Ltd ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one (1)

year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but

not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer

and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. Termination.

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. General.

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Public Safety Australia Pty Ltd. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12 **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix**1. Definitions.**

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
 - 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
 - 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
 - 1.6. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
 - 1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence
 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is

considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event Customer seeks Axon’s deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

15. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer’s Axon Records Subscription Term, if any, Customer will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

15.1., The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term (“**Axon Records Subscription Term**”)

15.2. An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

-
- 16.7.remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 16.8.use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
17. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
--

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

-
6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
 7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
 8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
 9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
 10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
 11. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging or applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process

to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a combined offering in a Quote or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the combined offering in the Quote or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its End Users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

-
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS Appendix

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



Master Services and Purchasing Agreement

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
 - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining **Customer's Axon Evidence account**
Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing **Customer's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
Proactively monitoring the health of **Axon equipment**
Creating and monitoring RMAs **on-site**
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating bi-**annual voice of customer meetings with Axon's Device Management team**
Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**
 - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
 2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
-

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact

Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions**. Customer and Customer End Users , may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1 Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2 Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3 Distribution of survey via multiple distribution channels such as text message;
 - 1.4 Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5 Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6 Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7 Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8 Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.

Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions

1.1 AI Technology. Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2 Model Drift. The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3 Bias Mitigation. Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage

2.1 Integration. Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection. AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities

3.1 Ethical AI Development. Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

3.2 Security Program. Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

3.3 Transparency. Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

3.4 Incident Response. Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5 Compliance. Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities**

- 4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3 **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1 **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively “Dedrone Products”), this appendix and the following additional terms shall apply.

1. Definitions

- 1.1 “**Dedrone Data**” means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 “**Dedrone Hardware**” means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 “**Sensor**” means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 “**Dedrone Software**” means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 “**Third-Party Hardware**” means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a “Prohibited Use”).

3. Customer Obligations

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such

laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

- 3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection**

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

- 5.1 **Axon Property.** Axon owns and retains all right, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software

and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-548356-45364.665TR

Issued: 03/13/2024

Quote Expiration: 03/29/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 109470

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Chino Valley PD 220 N State Route 89 Chino Valley, AZ 86323-5981 USA	Chino Valley Police Dept. - AZ 220 N State Route 89 Chino Valley AZ 86323-5981 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Randy Chapman Phone: (928) 636-4223 Email: rchapman@chinoaz.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$248,628.00
ESTIMATED TOTAL W/ TAX	\$268,704.12

Discount Summary

Average Savings Per Year	\$8,654.40
TOTAL SAVINGS	\$43,272.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$25,000.00	\$2,018.70	\$27,018.70
Oct 2025	\$55,907.00	\$4,514.35	\$60,421.35
Oct 2026	\$55,907.00	\$4,514.35	\$60,421.35
Oct 2027	\$55,907.00	\$4,514.35	\$60,421.35
Oct 2028	\$55,907.00	\$4,514.37	\$60,421.37
Total	\$248,628.00	\$20,076.12	\$268,704.12

Quote Unbundled Price:	\$291,900.00
Quote List Price:	\$273,624.00
Quote Subtotal:	\$248,628.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	20	60	\$176.64	\$161.41	\$140.58	\$168,696.00	\$11,803.16	\$180,499.16
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	60		\$66.61	\$66.61	\$79,932.00	\$8,272.96	\$88,204.96
Total							\$248,628.00	\$20,076.12	\$268,704.12

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	20	1	10/15/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	20	1	10/15/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	20	1	10/15/2024
Fleet 3 Basic	72034	AXON FLEET 3 - SIM INSERTION - VZW	20	1	10/15/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	20	1	10/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	20	11/15/2024	11/14/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	40	11/15/2024	11/14/2029
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	20

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	20	10/15/2025	11/14/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	20	10/15/2025	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	220 N State Route 89	Chino Valley	AZ	86323-5981	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	\$8,037.31	\$831.86	\$8,869.17
Year 1	Fleet3B	Fleet 3 Basic	20	\$16,962.69	\$1,186.84	\$18,149.53
Total				\$25,000.00	\$2,018.70	\$27,018.70

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	\$17,973.67	\$1,860.27	\$19,833.94
Year 2	Fleet3B	Fleet 3 Basic	20	\$37,933.33	\$2,654.08	\$40,587.41
Total				\$55,907.00	\$4,514.35	\$60,421.35

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	\$17,973.67	\$1,860.27	\$19,833.94
Year 3	Fleet3B	Fleet 3 Basic	20	\$37,933.33	\$2,654.08	\$40,587.41
Total				\$55,907.00	\$4,514.35	\$60,421.35

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	\$17,973.67	\$1,860.27	\$19,833.94
Year 4	Fleet3B	Fleet 3 Basic	20	\$37,933.33	\$2,654.08	\$40,587.41
Total				\$55,907.00	\$4,514.35	\$60,421.35

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	\$17,973.67	\$1,860.29	\$19,833.96
Year 5	Fleet3B	Fleet 3 Basic	20	\$37,933.33	\$2,654.08	\$40,587.41
Total				\$55,907.00	\$4,514.37	\$60,421.37

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/13/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Chino Valley Police Dept. - AZ the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 1/13/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the December 9, 2025, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the December 9, 2025, regular meeting minutes.

ATTACHMENTS:

1.	2025 12 09 CC RG MND_wWM
----	--------------------------

**MINUTES OF THE REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, DECEMBER 9, 2025
6:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

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

Mayor Armstrong called the meeting to order at 6:01 p.m.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips (exited the meeting at 6:19 p.m. and rejoined at 6:20 p.m.), Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Officer Moody (Sgt. at Arms), Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Assistant Engineer Steven Sullivan, Fleet Manager Matt Green, Finance Director Katie Pehl, Police Chief Josh McIntire, Lieutenant Amy Chamberlin, Adoption Specialist Crystal Hoover, Community Services Director Cyndi Thomas, Economic Development Manager Maggie Holmberg, IT Support Technician Sandra Santos, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

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. 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 on items not on the agenda 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. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

Frank Bergwall, Town of Chino Valley resident, presented the following:

- He had lived in Chino Valley for a little over a year and stated it was a pleasure to be part of the Town.
- He commended the Council and police department for the way they conduct business.

- He encouraged the police department to continue their patrol priorities on Highway 89 and the Country West community.

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.

Councilmember Holt thanked the Community Services staff for a wonderful parade and Christmas event at Memory Park. He wished everyone a Merry Christmas.

- b. Status report by Town Manager Terri Denemy regarding Town accomplishments, and current or upcoming projects.

Terri Denemy, Town Manager, presented the following:

- Reported on the December to Remember event. There were over 30 floats, staff handed out 200 hot chocolates, and there was a gift for every child who sat for pictures with Santa. She thanked the community for their participation and generosity.
- "A Year in Review" would be held tomorrow. She invited the Town to attend at Triple 3 Farm and Events at 5:00 p.m.
- A survey regarding the Town budget has been published on the Town website or community members can pick up a hard copy at Town Hall.
- The Senior Center will be hosting Christmas on Tuesday, December 23rd. There will be two seatings. Call the Senior Center or Town Hall to register.
- This is the last Council meeting of 2025. Reviewed Town Office closures (December 24th at Noon, December 25th, December 31st, and January 1st).
 - Just prior to adjournment, (but reported here for continuity) Ms. Denemy clarified that there will be one more meeting next week regarding the Public Works Director position.

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.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve Consent Agenda items a, b, c, and d.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- a. Consideration and possible action to authorize staff to proceed with a permanent base adjustment ballot measure to be presented for Council approval at a future meeting.
- b. Consideration and possible action to approve the Interagency Service Agreement for AzTraCS use between the Arizona Department of Transportation and the Chino Valley Police Department.
- c. Consideration and possible action to approve an Intergovernmental Agreement with Yavapai County for law enforcement records management and maintenance services.
- d. Consideration and possible action to approve the November 18, 2025, study session and regular meeting minutes.

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 accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2025.

Recommended Action: Accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2025, and the Annual Expenditure Limitation Report.

Katie Pehl, Finance Director, introduced auditor Michael Lauzon.

Michael Lauzon, Heinfeld Meech Co., presented the following:

- Discussed audit requirements according to Town Code and State Statute.
- Reviewed the importance of the audit, including verifying management of finances, stewardship and accountability, ensuring compliance, etc.
- Reviewed the audit process and what occurs at each step.
- Explained audit methodology including documenting internal controls, test work, etc.
- Listed the reports that were issued as a result of the audit.
- The Town received an unmodified opinion, which is the highest opinion possible. There were no internal control deficiencies noted.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2025, and the Annual Expenditure Limitation Report.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- b. Consideration and possible action to approve Resolution No. 2025-1297, approving Conditional Use Permit 2025-04 for a contractor's yard on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona.

Recommended Action: i) Hold a Public Hearing ii) Approve Resolution No. 2025-1297, approving Conditional Use Permit 2025-04 for a contractor's yard on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona.

Jessica Barragan presented the following:

- Reviewed the Conditional Use Permit's applicant, location, and current use of the property.
- Gave an overview of the site and its current zoning, conditional uses listed under that district.
- Outlined the proposal from the applicant along with agreed-upon conditions.
- Listed the modifications made by the applicant to come into compliance with conditions.

Council and staff discussed the following:

- Councilmember Schacherer inquired why the address is visible from Road 4 North but has a Highway 89 address.
 - Staff stated it is visible from Highway 89 and the address location was approved by the fire department this morning.
- Councilmember Holt inquired if there would be any slash storage onsite. He also inquired if there would be any rental RV storage.
 - The applicant stated there would not be storage of either.

Mayor Armstrong opened the public hearing.

There were no requests to speak.

Mayor Armstrong closed the public hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve Resolution No. 2025-1297, approving Conditional Use Permit 2025-04 for a contractor's yard on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- c. Consideration and possible action to approve Ordinance No. 2025-960, to rezone approximately 197 acres of land located southeast of the Jerome Junction and East Road 4 North intersection, including APNs 306-02-001U, S, Y, X, and J, from Business Park to Public Land.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2025-960 to rezone approximately 197 acres of land, including APNs 306-02-001U, S, Y, X, and J, from Business Park to Public Land.

Mayor Armstrong stated that items 6c and 6d would be presented together.

Will Dingee, Assistant Development Services Director, presented the following:

- Discussed the text amendment, why the Business Park (BP) zoning district should be removed, and opportunities for a new district that better fits the Town's General Plan.
- Discussed the rezone of 197 acres from BP to Public Land (PL).

Council and staff discussed the following:

- Councilmember Switzer inquired if the PL zoning would allow Council to approve anything and stated that he had concerns about future Councils being able to put anything out there and suggested outlining some exclusions in the PL designation.
 - Staff stated that in 18 months the Town would have a new zoning code, and it would address this area. The Council could rezone it to whichever district they believe fits for the area, which would limit future Councils.
- Councilmember McCafferty stated he had the same concern, but was satisfied with staff's response.

Mayor Armstrong opened the public hearing.

There were no requests to speak.

Mayor Armstrong closed the public hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve Ordinance No. 2025-960, to rezone approximately 197 acres of land located southeast of the Jerome Junction and East Road 4 North intersection, including APNs 306-02-001U, S, Y, X, and J, from Business Park to Public Land.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- d. Consideration and possible action to approve Ordinance No. 2025-961, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Subsection 3.19, to delete the Business Park zoning district.

Recommended Action: i) Hold a Public Hearing
ii) Approve Ordinance No. 2025-961, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Subsection 3.19, to delete the Business Park zoning district.

There was no discussion on this item.

Mayor Armstrong opened the public hearing.

Frank Bergwall, Town of Chino Valley resident, presented the following:

- He inquired if there was any trash responsibility or clean up hazmats on that site.
 - Staff stated there has not been anything associated with the rezoning or text amendment.

Mayor Armstrong closed the public hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve Ordinance No. 2025-961, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Subsection 3.19, to delete the Business Park zoning district.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- e. Consideration and possible action to approve a Cooperative Purchasing Agreement with Shaw Integrated Solutions to replace the Senior Center flooring in the amount of \$52,192.88.

Recommended Action: Approve a Cooperative Purchasing Agreement with Shaw Integrated Solutions to replace the Senior Center flooring for \$52,192.88.

Steven Sullivan, Assistant Town Engineer, presented the following:

- Reviewed the issues with the Senior Center flooring and the required repairs.
- Discussed the cost and coverage by Southwest Risk.

Council and staff discussed the following:

- Councilmember Schacherer inquired why the reimbursement was not applied to the \$52,000 quote.
 - Staff stated the entire amount had to be budgeted and paid. Southwest Risk will then reimburse the Town.
- Councilmember Schacherer inquired about the exclusions stated on page 2 of the quote.
 - Staff stated those exclusions are regarding issues above and beyond what was quoted.

- Councilmember Schacherer asked for clarification about using the same contract number as the Sourcewell contract.
 - Staff stated that it is a "piggyback" agreement which allows staff not to have to go out and re-bid the project and get the work done quicker.
- Councilmember Holt inquired about the timeline of the work.
 - Staff stated it would be done ASAP and would be coordinated with Senior Center events. They did not have set dates at this time.
- Councilmember Switzer inquired if another claim had been submitted to the insurance company now that staff knows the leak is going into the dining room, and further inquired if there was any reason that they might not cover the whole job.
 - Staff stated that risk management was involved in that process and is aware of the situation. Staff was not aware of any reason that they would deny covering the whole project.
- Councilmember McCafferty inquired when the current floor was put in.
 - Staff stated that the concrete was sealed and painted in 2015. It was then ground down and the luxury vinyl tile was installed in March 2020. Staff stated that the leak may have even been present in 2020 then.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve a Cooperative Purchasing Agreement with Shaw Integrated Solutions to replace the Senior Center flooring in the amount of \$52,192.88.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- f. Consideration and possible action to approve a Purchase Agreement with the Trust for Public Land for the Upper Sullivan Canyon property.

Recommended Action: Approve the Upper Sullivan Canyon Purchase Agreement between the Town of Chino Valley and the Trust for Public Land.

Maggie Holmberg, Economic Development Manager, presented the following:

- Gave an overview of the Sullivan Canyon, including its location, price, and process to get here.
- Discussed the funding sources covering the purchase of the canyon.
- Reviewed the importance of acquiring the property to protect the land.
- Listed the contingencies contained in the contract.
- Discussed resource management which will be done by Prescott Climbers Coalition.

Council and staff discussed the following:

- Councilmember Schacherer inquired who would be responsible for a parking lot, fencing, signs, cleanup, and portable restrooms as stated on page 140 of the packet.

- Staff stated that the park would be managed as is and improvements would come to Council as needed.
- Staff stated the section Councilmember Schacherer was referring to was the "Fiscal Impact Statement." Staff was simply pointing to possible future costs based on Council's vision for the area, but they would come back to Council for approval before anything was done.
- Councilmember Switzer inquired if there would be any immediate expenses such as liability if someone is injured.
 - Andrew McGuire, Town Attorney, stated that the Town is covered by the recreational users statute. He described it as either build it or don't build it. There is immunity for the Town for things that occur when they haven't built improvements and are just making the area available to users who are presumptively aware of the risks when they go and climb on a rock wall. If another entity wanted to come in and make improvements, they would discuss who would pay what. They would also have to make sure that the improvements would be built and maintained to a certain level to be built right the first time and left alone.
- Mayor Armstrong clarified that the contract was just to make sure that the Town gains ownership and no one else comes in and takes it.
- Vice-Mayor Granillo inquired of any plans the climbers association might have.
 - Staff stated there had been casual talks about having bathrooms later, but there was nothing in the works.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve the Upper Sullivan Canyon Purchase Agreement between the Town of Chino Valley and the Trust for Public Land.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

- g. Consideration and possible action to approve the 2026 Base Council Meeting Schedule.

Recommended Action: Approve the 2026 Base Council Meeting Schedule.

Erin Deskins, Town Clerk, presented the following:

- Reviewed the proposed calendar for 2026. Staff added three budget study sessions that staff is already planning for.

Council and staff discussed the following:

- Councilmember McCafferty suggested scheduling the July and August meetings and then canceling if they decide they don't need it.
 - Council and staff discussed the benefit of councilmembers and staff being able to schedule vacations.

- Staff stated that not scheduling the meetings does not preclude the Council from scheduling them if they decide they are needed.
- Council discussed their personal opinions about whether to schedule the meetings and cancel if not needed.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Schacherer to approve the 2026 Base Council Meeting Schedule.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: Councilmember John McCafferty

6 - 1 Passed

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Larry Holt to adjourn the meeting at 6:55 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 9th day of December, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 1/13/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the December 17, 2025, special meeting minutes.

STAFF RECOMMENDATION:

Approve the December 17, 2025, special meeting minutes.

ATTACHMENTS:

1.	2025_12_17_CC_SP_MND_wWM
----	--------------------------

**MINUTES OF THE SPECIAL MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
WEDNESDAY, DECEMBER 17, 2025
5:00 PM**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

1. CALL TO ORDER, ROLL CALL

Mayor Armstrong called the meeting to order at 5:04 p.m.

Present: Mayor Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

Absent: Vice-Mayor Eric Granillo

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire - remote, Executive Analyst Jessi Sorteberg, Human Resources Director Laura Kyriakakis, Finance Director Katie Pehl, Assistant Engineer Steven Sullivan, Fleet Manager Matt Green, Streets Manager Paul Smith, Economic Development Manager Maggie Holmberg, IT Manager Spencer Guest, Town Clerk Erin N. Deskins

2. ACTION ITEM

- a. Consideration and possible action to modify the FY2025-2026 Staffing schedule, reclassifying two positions in the Public Works Department.

Terri Denemy, Town Manager, presented the following:

- With the Public Works Director/Town Engineer's resignation, staff reviewed ways to improve the organization's efficiency and financial position.
- Reviewed Town Code regarding staffing of department heads and staffing schedules which are approved during the budget process.
- Gave an overview of staff intent and the desired outcome of the amendment request.
- Discussed the current salary schedule for the existing positions and how those would change with the proposed staffing adjustments.
- Offered an alternative proposal to move the Public Works Management Analyst position to an Administrative Technician Senior position and drop the pay grade from 27 to 20.
- Reviewed action considerations that Council could make.

Laura Kyriakakis, Human Resources Director, presented the following:

- Discussed how staff analyzed the positions and came to the pay grades they are proposing via a competitive regional market and like populations in your state comparisons.

Katie Pehl, Finance Director, presented the following:

- Reviewed the budgeted and projected personnel expenses for the Public Works department and how they would change based on the proposed personnel changes.

Council and staff discussed the following:

- Councilmember McCafferty inquired how many direct reports the previous Public Works Director had.
 - Staff stated he had nine direct reports.
- Councilmember McCafferty inquired how the Assistant Town Engineer was being paid above his range maximum.
 - Staff stated that there are exceptions so that employees still receive the COLA increase.
 - Councilmember Switzer inquired if there was something in Town Code that caps employees at 10% above the range like the County does.
 - Staff stated they do not believe that is in Town Code, and it is negotiated on a case-by-case basis and typically only happens with long-term employees.
- Councilmember Holt inquired what the difference is between the personnel schedule and ranges and the general employee salary schedule.
 - Staff stated the salary schedule is a comprehensive listing of all titles the Town has, and has had in the past. The personnel schedule has only those titles currently programmed and being paid.
- Councilmember Schacherer inquired why it wasn't brought to Council for the Assistant Town Engineer to be paid a higher grade than the schedule states.
 - Staff stated that he is outside of the 35 range, but he is not classified as a 36.
 - Councilmember Schacherer inquired how high he can go outside of the range.
 - Staff stated they would need to look, but did not believe the Town Code called out a specific cap.
- Councilmember Schacherer pointed out that the pay grade changes of each position would result in a \$18,000 raise in salaries based on the range maximum.
 - Staff stated that the Assistant Public Works Director/Town Engineer would not be hired at the range maximum. Staff does not yet know what the Public Works Director would be hired at, but estimated them being hired at mid-range. Staff was not asking for more budget, so what they negotiate would have to be within the current budget.
- Councilmember Switzer inquired what the previous Public Works Director's salary was.
 - Staff stated that he was just under \$172,000.
- Councilmember McCafferty inquired how many disciplines the Development Services Director has and was concerned about fairness regarding division of labor and pay.
 - Staff stated they have Code Enforcement, Planning, and Building Inspection. Staff further stated that they analyzed the positions, and with removing the engineering component, staff was comfortable that they could hire within that range and that candidates would be comfortable with that arrangement.
 - Staff explained that they look at a variety of things when comparing positions, including duties and responsibilities, education and experience required, etc, not just direct reports. They also use an external firm, Public Sector Personnel Consultants, to obtain a third-party, unbiased recommendation.
 - Staff stated that in addition to the external market, they take internal compression into consideration so that they don't create unnecessary internal compression with existing staff as they are the primary responsibility.
- Councilmember Switzer inquired what the budget would look like in FY27-28 using the same formula.

- Staff stated they did not project out that far, but stated it would stay the same unless insurance and worker's compensation rates changed. Any increase would be at Council discretion during budget talks.
- Discussion ensued regarding the proposed Assistant Public Works Director/Town Engineer pay range.
- Discussion ensued regarding the differences in duties and responsibilities between the proposed positions.
- Discussion ensued regarding personnel being paid above range maximum and whether Council should instate a policy regarding a maximum cap.
- Councilmember Holt inquired if there were any employees that did not receive a merit salary increase, and stated that the Town was one of the top payers in the whole state regardless of size, but the median income for a family is under \$60,000/year.
 - Staff stated not recently, and it's a good reason to keep up with compensation and classification studies to make sure the pay scale is in line with recruitment and retention.
 - Councilmember Switzer agreed with Councilmember Holt's statement regarding personnel salaries.
- Mayor Armstrong inquired if the Town Attorney had any input on the matter.
 - Andrew McGuire, Town Attorney, stated that he had not heard anything in staff's proposal or Council discussions that gave him any pause. There are policy discussions to have on other related topics, but they have remained in their lane.
- Further discussion ensued regarding current salaries, projected salaries, and projected savings.

MOVED by Councilmember John McCafferty, seconded by Councilmember Sherri Phillips to modify the FY2025-2026 staffing schedule, reclassifying three positions in the Public Works Department. Title of Public Works Director/Town Engineer to Public Works Director; reduce grade to 40. Title of Assistant Town Engineer to Assistant Public Works Director/Town Engineer; increase grade to 38. Public Works Management Analyst changed to Administrative Technician, Senior; reduce grade to 20.

AYE: Mayor Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Switzer

NAY: Councilmember Robert Schacherer, Councilmember Larry Holt

4 - 2 Passed

3. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty to adjourn the meeting at 5:58 p.m.

AYE: Mayor Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

6 - 0 Passed - Unanimously

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 17th day of December, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 1/13/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to fill vacancies on Planning & Zoning Commission (P&Z), Board of Adjustment (BOA), and Parks & Recreation Advisory Board (PRAB) per the recommendations of the Appointments Subcommittee.

SUMMARY:

The Appointments Subcommittee met on Tuesday, December 16, 2025, to review applications and make recommendations to fill vacancies on P&Z, BOA, and PRAB. After review and discussion, the Subcommittee recommends to the Town Council the appointments of the following applicants:

- P&Z: Charles Merritt, Gary Pasciak, Richard Zamudio, Joseph Morabito, Mark Schuerman (Alternate)
- BOA: Jason Ridley and Robert Layton
- PRAB: Dianna Voegele

On December 17, 2025, the Town received a resignation letter from Planning & Zoning Commissioner Jeff Pizzi effective immediately. The Appointments Subcommittee met again on Monday, December 22, 2025, to review the remaining applications to fill the vacancy created for the remainder of the term. The Subcommittee recommends to the Town Council the appointment of Steve Stotz to fill the remainder of Jeff Pizzi's term on Planning & Zoning, expiring on January 31, 2028.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the recommendations of the Appointments Subcommittee to fill terms on Planning & Zoning, Board of Adjustment, and Parks & Recreation Advisory Board.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Resignation letter from Jeff Pizzi, P&Z Commissioner Redacted
2.	C Merritt redacted
3.	G Pasciak redacted

4.	R Zamudio redacted
5.	J Morabito redacted
6.	S Stotz redacted
7.	G Hughes redacted
8.	J Ridley redacted
9.	M Bacon redacted
10.	M Schuerman redacted
11.	W Welker redacted
12.	R Layton redacted
13.	D Voegele redacted
14.	C Patton redacted

Erin Deskins

From: Jeffrey Pizzi [REDACTED]
Sent: Wednesday, December 17, 2025 6:58 AM
To: Tom Armstrong; Eric Granillo; John McCafferty; Sherri Phillips; Bob Schacherer; Larry Holt; rswiter@chinoaz.net; Terri Denemy
Cc: Laurie Lineberry; Will Dingee; Gerreann Froberg; Chuck Merritt; [REDACTED]
[REDACTED] William Welker; Jessica Barragan
Subject: Town of Chino Valley Planning and Zoning Commission
Attachments: Court Records.jpg

To the Mayor, Council Members, and Town Manager,

I am honored to have been considered for and to have served on the Planning and Zoning Commission. I appreciate the opportunity to contribute positively to the Town of Chino Valley and support the "Make It Chino" 2040 General Plan. Our role involves holding community members to a high standard, often requesting concessions from them to serve the greater vision.

However, I can no longer, in good conscience, remain a part of this commission.

My decision stems from the recent arrest of the Town's Facilities and Parks Manager (a supervisor) for resisting a lawful arrest by a neighboring police department, after his wife (a superior court judge) was discovered urinating in public by the police officer. The employee's actions, which included disrespect and arrogance toward law enforcement, are unacceptable, made national news, and are a disgrace to the community.

What is more disturbing is the town government's lack of a public response or acknowledgement. No public statement has been made by the Mayor, Council Members, Town Manager, or Human Resources (with the exception of one council member's social media post seemingly justifying the actions). This lack of action by the town government appears to condone the behavior. As a citizen, I am deeply disappointed in this response.

As a retired law enforcement officer, specifically from the Chino Valley Police Department, I am embarrassed for our town and its dedicated, hardworking employees. While some may argue that police department employees are held to a higher standard, I ask the Mayor, Council, and Town Manager: Why are we not holding all town employees to the utmost and highest standard?

The town government should seek the best employees and expect the best from everyone it hires. Holding all employees to an equally high standard is paramount. By allowing this employee to continue to represent the town, the government has disgraced its hard-working staff and citizens. However, this follows a previous precedent set in 2019, when the town continued to employ the Economic Development and Intergovernmental Manager following an arrest for domestic violence shortly after being hired.

As a citizen, I expect the best from my government, and I am not receiving it.

Effective immediately, I resign my position as a commissioner on the Planning and Zoning Commission. I cannot in good faith uphold the standards expected of our community members when our own town government fails to hold all of its employees to the highest standard.

A very disappointed town citizen,

Jeffrey Pizzi



CHINO VALLEY

A R I Z O N A

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

APPLICATION FOR PUBLIC BODY RE-APPOINTMENT

(Council, 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.

- | | |
|--|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☒ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other | |

NAME Charles Merritt

RESIDENCE ADDRESS

MAILING ADDRESS Same

PHONE #s

EMAIL

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

Older and hopefully wiser .

SIGNATURE

1-3-2025

DATE

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

Office Use Only:

Appointment Date:

Term Start:

Resignation/Term End:

Sara Burchill

Received

NOV 03 2025

From: noreply@civicplus.com
Sent: Monday, November 3, 2025 10:29 AM
To: Clerks
Subject: Online Form Submittal: Application for Public Body Re-Appointment

Clerk's Office
By: *JLB* 10:29am

Application for Public Body Re-Appointment

Public Body Applying For Planning & Zoning Commission

Other Public Body Applying For (not in drop down list) *Field not completed.*

First Name Gary

Last Name Pasciak

Residence Address

Mailing Address

Phone Number(s)

Email Address

Are you related to any Town employee No

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

List any NEW experience, skills, and qualities you would bring to this position. None

Date Application Submitted 11/3/2025 10:30 AM

Email not displaying correctly? [View it in your browser.](#)

Received

NOV 03 2025



CHINO VALLEY

A R I Z O N A

Clerk's Office
By: *JEB* 5:55 p.m.

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
RE-APPOINTMENT**

(Council, 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.

- | | |
|--|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☒ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other | |

NAME Richard E. Zamudio

RESIDENCE ADDRESS

MAILING ADDRESS

PHONE #s

EMAIL

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

Prior experience as a current Planning and Zoning Commissioner. Special skills in fire suppression and extinguishment, fire codes, critical thinking, and

Richard E. Zamudio

11-03-2025

SIGNATURE

DATE

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

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

DEC 09 2025

Sara Burchill

From: noreply@civicplus.com
Sent: Tuesday, December 9, 2025 12:16 PM
To: Clerks
Subject: Online Form Submittal: Application for Public Body Re-Appointment

Clerk's Office
By: *JOS* 12:18 p.m.

Application for Public Body Re-Appointment

Public Body Applying For Planning & Zoning Commission

Other Public Body Applying For (not in drop down list) *Field not completed.*

First Name Joe

Last Name Morabito

Residence Address

Mailing Address

Phone Number(s)

Email Address

Are you related to any Town employee No

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

List any NEW experience, skills, and qualities you would bring to this position. P&Z commission member this year in Chino Valley.
P&Z commissioner in Mohave County for four years.
Chino Valley resident for six years.

Date Application Submitted 12/9/2025 12:15 PM

Email not displaying correctly? [View it in your browser.](#)

RECEIVED
187 JUN 2007

Town Clerk's Office
BY: LA



CHINO VALLEY

A R I Z O N A

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
APPOINTMENT**

(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR:

- | | |
|--|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☒ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other | |

NAME

Steve Stotz

RESIDENCE ADDRESS

[REDACTED]

MAILING ADDRESS

PHONE #s

[REDACTED]

EMAIL

[REDACTED]

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

16 years

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?

crystal Rotten

**Please respond to the questions below.
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 would you like to be appointed to this position?

I sit on P+Z sub committee with Laurie
+ will - my wife and I are active with the
town and concerned about its growth.

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

To help guide the town development
+ Help with the general plan

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

16 years with the school district +
in touch with the public - have helped
with the sub committee and are
familiar with P+Z

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

STSH
SIGNATURE

11/4/25
DATE

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

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

NOV 04 2025

Sara Burchill

From: noreply@civicplus.com
Sent: Tuesday, November 4, 2025 10:00 AM
To: Clerks
Subject: Online Form Submittal: Application for Public Body Appointment

Clerk's Office
By: *for 10:00 a.m.*

Application for Public Body Appointment

Step 1

Public Body Applying For Planning & Zoning Commission

Other Public Body Applying For (not in drop down list) *Field not completed.*

First Name Gregory

Last Name Hughes

Residence Address

Mailing Address

Phone Number(s)

Email Address

Is your residence within Town limits? Yes

How long have you lived in the Chino Valley area? 6 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

Why would you like to be appointed to this position?

Looking at wanting to be a town council member eventually.
Want to get my foot in the door with the commission.

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

Guiding Chino Valley's growth and development.

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

24 years of Air Force experience in leadership, communication, and development. 11 years of working in the Federal Aviation Admin. and dealing with contractors, implementing growth, and planning projects.

To help our review committee get to know you better, please attach a RESUME or SUMMARY of previous training, skills, and experience.

[Resume.docx](#)

Date Application Submitted

11/4/2025 10:00 AM

Email not displaying correctly? [View it in your browser.](#)

Gregory S. Hughes



OBJECTIVE: Seek a position as a zoning and planning commissioner

SUMMARY OF QUALIFICATIONS:

I have been an electrician/environmental technician for eleven years. In that time, I have acquired my certification on numerous lighted navigation aids (MALSR, PAPI, VASI, REIL, RAIL), HVAC systems (Universal), E/G systems, 4 types of UPS, have worked numerous projects at remote locations, troubleshot numerous system problems, and have taken care doing PM's at sites all over Northern Arizona. I have also become a NASTEP Evaluator.

EXPERIENCE:

May 2024 – November 2025 TSOG (FV-I) Albuquerque District

- Assisted Northern Arizona SSC in removing their RRCS equipment on both the incandescent PAPI and the LED PAPI at the Flagstaff, Arizona airport.
- Assisted Central Arizona SSC in installing numerous and various types of HVAC equipment at the Williams Gateway airport SSC building in Mesa, Arizona.
- Assisted Northern Arizona SSC in troubleshooting and repairing the INW DC Bus and Maverick ERMS at the Winslow, Arizona RCAG site.
- Assisted Northern Arizona in removing power circuit wiring no longer used in the Prescott ATCT.

July 2022 – May 2024 NASTEP Evaluator (FV-I) for the Central Service Area AJW-C24D

- National Airspace System Technical Evaluation Program Evaluator. Evaluate equipment in the CSA for FAA compliance with policy. Evaluate the compliance with policy within the SSC's by the ATSS's. I have been on over 12 evaluations. I have evaluated Lighted Navigational Aids, Engine Generators, PCS/ UPS, DC Bus, HVAC. I evaluate compliance with policy during Log Reviews and Periodic Online Log Reviews (POLR). I evaluate ETPR use along with other paperwork and online uses of information for equipment.

Oct 2014 – July 2022 ATSS (FV-H), Northern Arizona SSC

- HVAC at St. Johns VOR old and failing numerous times. Trying to remove and replace HVAC systems 14 miles outside of the town of St. Johns. TSC folks and SSC folks came together to replace the HVAC from two split units to two smaller Bard units. Now the HVAC at St. Johns is easier to work on and more efficient at keeping the VOR cool.
- The monitor pole at St. Johns was an old steel climbing pole. Trying to get all the different people together (cement company, heavy equipment rental company, etc.) from Show Low to St. Johns to get the old pole removed and the new, tilt down pole installed. Came together with the 802's,

Gregory S. Hughes



TSC, and SSC personnel to remove and replace the pole. Now when maintenance is required on the TACAN monitor antenna there is a safer tilt down pole.

- HVAC system at the Tuba City RCAG was nothing more than two window units in a warm area. Another remote area without nearby support. SSC environmental techs along with 802's and TSC got together and removed the window units, expanded the wall area, ran all new wiring and conduits, and installed two new mini split units. The two new units will keep the radio equipment cool for a very long time.
- Flagstaff MALSR has 63 in ground steady burning lights installed. The bolts that hold the lights to the runway cans are stainless steel and are known to break easily. With the support of TSC support, myself and another SSC environmental tech took one whole night to drill out all the broken screws in the runway to bring the MALSR back to certified. Now the runway lights are easier to remove and replace.
- Flagstaff airport became the test bed for the New Bedford Panoramic LED PAPI. Being one of the first sites to have to go through the training, the prior sites were allowed to "grandfather" certification, I was the first in WSA to become certified on the new LED PAPI system. I assisted National and AJW with getting the TI changed for the main surge protector removal. The TI had a general surge protector removal involving removing power from the CCA in the main control box. The problem was the main surge protector didn't have power coming from the CCA, it came from the main power disconnect. I suggested the TI be changed to reflect that to change the main surge protector you must first "throw" the main power disconnect. Now the TI has been changed, and it is now safe to remove the main surge protector.
- St John's VOR E/G starting over 100 times per day. This problem went on for numerous years. Problem was intermittent and would stop for months at a time. Had TID out several times and had most experienced environmental technician in SSC both looked at it several times. E/G started so many times that we replaced 2 starters from being burned up. I and another experienced generator technician stayed at the site for 2 days straight trying to find problem. Finally had the E/G start and stop while we were there. Found a cold solder on a terminal board behind the RMM card slots in the equipment room. When the cooling fan in the equipment rack would come on it would vibrate and cause the cold solder to wiggle and send numerous start signals to the E/G. Soldered the wire back on the terminal board and have not had another 100-start day since.
- St. John's VOR E/G doing four-hour annual engine run. One hour into the E/G run the engine shutdown on ECM RED FAULT. Troubleshoot to the throttle body and the ECU. Removed and replaced throttle body but still had ECM RED FAULT after trying to start E/G. Replaced the ECU and E/G ran good for a four-hour run.
- Assisted Southern Arizona SSC, for two weeks, installing HVAC units at the Davis Monthan TRACON, the VOR at the Bisbee Douglas airport, and the RRCS.
- Replaced two R-22 Bard wall units at the Bagdad airport RRCS with two mini split units.
- Flagstaff MALSR reported out several times in an eight-month timespan. During troubleshooting, I found that the 70 amp and 100-amp circuit breakers had popped. Found K4 solid state relay (SSR) had blown a hole out the side of the relay. Requested TSOG and second level engineering to consult on the amperage problem. Both TSOG and second level engineering assisted in more

Gregory S. Hughes



troubleshooting. After several months we found that the 1A1 card software was old, being that the card had been installed new, and that the amperage couldn't dissipate enough before the next was being sent to the lights therefore the amperage was running too high for the circuit breakers. I removed and replaced the 1A1 card, with updated software, and the problem has not returned.

- Have been involved in several Joint Acceptance Inspections (JAI) for the LED PAPI at Flagstaff Airport, PAPI at Grand Canyon Airport, and HVAC at Winslow VOR.

Nov 2013- Oct 2014 Generator Technician Journeyman, W.W. Williams, North Las Vegas

- Inspected monthly, for PM's, over 30 E/G's for the water treatment plant for the city of Henderson.
- Rewired, repaired wiring, and ran new wire harnesses on the city of Henderson's police repeater site.
- Periodic Maintenance removing oil, oil filters, coolant, and overhauling E/G's for 40+ E/G's on the campus of UNLV. Job was completed in one 5-day week.
- Load bank tested multiple types of E/G's for casinos, the city of North Las Vegas, the city of Henderson, and private companies.
- Data Storage Company called Switch had 32- 12,470 VAC E/G's to protect the data of entities like Disney, Saudi billionaires, and other high-tech companies. Each generator had 3-5 UPS systems, switch gear, and all digital control panels. We maintained all the generator systems at this facility to include troubleshooting, removal and replacement of parts, PM's, and running miles of cabling for each generator.

Dec 2009 – Nov 2013 Avionics Technician III, BattleSpace Flight Services

- MQ-1 Predator avionics technician takes care of all flight capabilities of the drones to include line of sight antennas, Ground Control Systems, aircraft flight control systems (GPS, Flight Control Computers, and Gyro systems), and even some of the secret systems.
- MQ-9 Reaper avionics technician takes care of all flight capabilities of the drones to include line of sight antennas, Ground Control Systems, aircraft flight control systems (GPS, Flight Control Computers, and Gyro systems), and even some of the secret systems.

Nov 1985 – Dec 2009 Electro- environmental systems technician, E-6 (Retired), U.S. Air Force

- Electro- environmental technicians are responsible for Heating and Air conditioning, electrical systems (from circuit breakers to ground), generators, batteries, transformers, rectifiers, inverters, and hydraulic systems on cargo and fighter aircraft. From 30-day inspection to troubleshooting, repairing, and operational checking systems that have failed. The use of specialty test equipment and even repairing and using test carts (power generation carts, air conditioning carts, liquid oxygen carts, etc.). Assist other career fields such as Crew Chiefs, Engines, Hydraulics, Avionics, Sheetmetal, and Fuel shop.



CERTIFICATIONS/ QUALIFICATIONS:

- UPS certified, Eaton 9390, 9700, 93PM, and Mitsubishi 2033A
- HVAC, Universal certification
- PAPI certified, both incandescent and LED
- MALS/R certified, DME, AVW, and NBP
- VASI certified
- Legacy DC Bus Hardware and 2nd Generation DC Bus
- E/G Engine Generator both Legacy and Kohler

EDUCATION AND TRAINING:

Eaton 9390 EHOT August 2017, Mitsubishi 2033A and 9700 EHOT March 2017

Air Conditioning and EPA Section 608 April 2016

MALSR EHOT June 2016

Direct Current Bus (DC) Hardware January 2016

Engine Generator Power Systems Lab July 2015

Kohler Second Generation January 2020

2nd Generation DC Bus June 2024

Eaton 93PM – 208 Volt July 2024



Outlook

Online Form Submittal: Application for Public Body Appointment

From noreply@civicplus.com <noreply@civicplus.com>**Date** Thu 10/23/2025 10:47 AM**To** Clerks <Clerks@chinoaz.net>

Application for Public Body Appointment

Step 1

Public Body Applying For	Field not completed.
--------------------------	----------------------

Other Public Body Applying For (not in drop down list)	Field not completed.
--	----------------------

First Name	Jason
------------	-------

Last Name	Ridley
-----------	--------

Residence Address	
-------------------	--

Mailing Address	
-----------------	--

Phone Number(s)	
-----------------	--

Email Address	
---------------	--

Is your residence within Town limits?	Yes
---------------------------------------	-----

How long have you lived in the Chino Valley area?	1 year
---	--------

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	Yes, Board of Directors, Chandler Cultural Foundation. 2 years
---	--

municipality served in, and
length of time served.

Why would you like to be
appointed to this position?

I want to contribute to my community in any capacity needed.

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

Depends on the function of the position.

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

Multi unit management in multiple states.

To help our review
committee get to know you
better, please attach a
RESUME or SUMMARY of
previous training, skills, and
experience.

[Jason S. Ridley resume.doc](#)

Date Application Submitted

10/23/2025 10:45 AM

Email not displaying correctly? [View it in your browser.](#)

Jason S. Ridley

Summary

A talented foodservice professional with a true passion for the industry that brings 20 years of experience as a regional operator.

Key Skills and Proficiencies

Multi-unit management * Budget preparation and adherence * Excellent Communications Skills * Proven Financial Excellence * Standards Adherence * Training and Motivation * Staff Retention * Excellent Marketing and Merchandising Skills

Experience

Sodexo

August 2015 - Present

District Manager– Currently serving as district manager for Corporate Services for all locations in Arizona, West Texas and Nevada.

- Precovid district responsibilities included managing 26 salaried managers
- \$41million in managed volume
- Responsible for all aspects of the business with full financial responsibility for customers including Freedom Financial, Northrop Grumman, USAA, TSMC, Cox and ADP.
- High client satisfaction with significant post covid growth in District
- Successfully implemented new Sodexo internal brands to increase customer satisfaction with focus on innovation in cafes.

Atria Senior Living

September 2010 – August 2015

Divisional Director of Culinary Services

- Directly responsible for 52 restaurants located inside senior living communities in California, Arizona, Colorado, New Mexico, Utah and Nevada.
- \$33million in managed volume
- I was solely responsible for the hiring, training, standards adherence and continual culinary progression of these restaurants. This position required that I made certain all company purchasing requirements were being followed as well as state guidelines for senior dining. All communities in my region are upscale independent living communities. This is a very hands on position in terms of managing the volume as well as training and retention of Culinary Service Directors, Restaurant Managers and Chefs. I have a Regional Director of Culinary and a Culinary Operations Specialist as part of my team as well.

Guckenheimer Enterprises**October 2000 – September 2010**

Area Manager – As a multi-unit manager, I was responsible for 11 locations in Austin, Texas, and Tulsa, Oklahoma with a total managed volume of \$6.5 million. My direct responsibilities were to ensure that all company standards, budgetary guidelines and client expectations were being met. As the area manager, in addition to financial performance including the preparations of budgets and forecasting, I was responsible for the training, teaching, mentoring of managers and chefs. This position allowed me to be “hands on” for large/exclusive catering events in order to utilize my culinary expertise. In my tenure with Guckenheimer, I managed locations in Arizona, Colorado, Nebraska and Texas holding positions beginning with General Manager. My clients included Google, Texas Mutual Insurance, Applied Materials, Union Pacific Railroad, Arizona Public Service and CH2MHill.

Education**Scottsdale Culinary Institute**, Scottsdale, Arizona

Graduated with Honors

Associates Degree in Culinary Arts and Sciences and Restaurant Management

Cornell University

Negotiation Mastery certificate program – June 2021

Erin Deskins

From: Mike in Arizona [REDACTED]
Sent: Wednesday, December 3, 2025 10:20 PM
To: Clerks
Cc: [REDACTED]
Subject: Bacon PC Application
Attachments: Michael Bacon Plan Commission Application.pdf; Mike_Bacon_Resume 12 3 25.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,
Please find attached my application for Planning Commissioner along with my resume.
I will personally bring in a signed copy of the application to the Town Hall on Thursday.
Regards,

Mike Bacon in Northern Arizona's Blue Skies
[REDACTED]



CHINO VALLEY

ARIZONA

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

APPLICATION FOR PUBLIC BODY APPOINTMENT

(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR:

- | | |
|--|--|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☒ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's
Advisory Committee |
| ☐ Other _____ | |

NAME Michael Bacon

RESIDENCE ADDRESS _____

MAILING ADDRESS _____

PHONE #s _____

EMAIL _____

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

12+years

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 below.
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.

Yes. Chino Valley Planning Commission 2015 - 2018

Why would you like to be appointed to this position?

I wish to utilize my 30+ years professional experience as a City, County and Park Planner, including 16+ years with the City of Prescott, to serve the citizens of my town. I also am an Arizona Licensed Landscape Architect.

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

Provide professional counsel in making decisions on land uses, ordinances, rezoning, permits, polices, the General Plan, etc while understanding the role of the Commission and how it functions while courteously and respectfully addressing the public and town staff.

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

Please see resume for further details

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

12/3/25

DATE

SIGNATURE

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

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



Town Clerk's Office
BY: LA

*Please respond to the questions below.
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.

Yes. Chino Valley Planning Commission 2015 - 2018

Why would you like to be appointed to this position?

I wish to utilize my 30+ years professional experience as a City, County and Park Planner, including 16+ years with the City of Prescott, to serve the citizens of my town. I also am an Arizona Licensed Landscape Architect.

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

Provide professional counsel in making decisions on land uses, ordinances, rezoning, permits, polices, the General Plan, etc while understanding the role of the Commission and how it functions while courteously and respectfully addressing the public and town staff.

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

Please see resume for further details

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

Michael G. Poon

12/3/25

SIGNATURE

DATE

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

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

RÉSUMÉ

MICHAEL G. BACON City Planner (Ret) & Arizona Landscape Architect (Ret): License [REDACTED]
[REDACTED] [REDACTED] [REDACTED]

EXPERTISE: A City, County and Park Planner with excellent skills in customer service, coordinating development review, project management, site and landscape design, systems analysis for efficient application processing (e.g. one-stop customer service), user friendly applications, GIS improvements, filing systems), initiating projects and ideas, a good speaker.

PROFESSIONAL WORK EXPERIENCE

Community Planner (A Senior level position): City of Prescott, AZ, Community Development Dept. Annexations, code amendments (e.g. authored outdoor lighting code), conditional and special use permits, commission and council presentations, coordinator of application review process, general plan amendments, historic preservation, landscape design (downtown improvements, parking lot & City ROW), public assistance, rezonings, site plan and subdivision review, variances, and wireless communications. Initiated rewrite of department applications, database of all City subdivision applications, city's first color zoning map, many GIS updates, code amendments, landscaping historic streets, authoring the landscape guidelines chapter of the City's guide for preserving historic homes, and producing APA conference sessions. Saved City \$25k by writing the 2009 Fair Housing Act Analysis of Impediments Update.

Chairman/Co-Chairman: 2005 State Conference: Arizona Chapter of the American Planning Association. Highly successful record-setting state conference.

Board Member Volunteer: Williamson Valley Corridor Plan, Inc. Assisted Yavapai County community Volunteer group with its controversial Community Plan in 2005-2006.

Senior Planner: Riverside County Planning Department, Riverside, CA.

Current Planning: Initiated environmental assessment monitoring measures later adopted by the county and mining restoration guidelines. All aspects of complex and minor development plan reviews: E.I.R.'s, tracts, parcel maps, site plans, conditional use permits, rezonings, landscape plans, mining reclamation and restoration plans, variances; written staff reports, coordinator of application review process, reports before the Board of Supervisors, Planning Commission, and community groups. Advanced Planning: General Plan amendments. Project manager for two major projects: plateau and slopeface hillside general plan amendment for grading, public safety and aesthetic guidelines; and new zoning for 60,000+ acres for consistency with the General Plan designation.

Supervision: assisting office manager of branch office near Palm Springs and the Landscape Plan Review Section in Riverside: County created new section after I received my Iowa Landscape Architect license.

Project Manager Sunline Transit: 18 applications and permits *on-time* to construct the largest compressed natural gas (CNG) fueling station in southern CA *on-time*.

Public Counter: assisting the public with applications and questions.

WECS (Wind Energy Conversion Systems). Monitored one of the largest wind turbine energy farms (San Geronio Pass, Palm Spring, CA area) in the nation.

Assistant Planner: City of Des Moines, Iowa, Plan and Zoning Department.

Site Plan Review Development Coordinator. Team leader/facilitator of site plan pre-application conferences between developers, architects, engineers, and city staff.

Landscape / Urban Design: Initiated the Downtown Landscape and Open Space Study for the improvement of the City's CBD. Convention Center planting plan; city park plan; local neighborhood revitalization plan, CBD street tree plan, updated Zoning Code parking section.

Public Counter: Process public hearing body applications and assist public.

2.

RÉSUMÉ

MICHAEL G. BACON

ACHIEVEMENTS

American Planning Association. Speaker and producer of the session panel "Volunteer Written Community Plans" at the 2008 National Conference in Las Vegas.

Arizona Planning Association. 2005 State Conference Chairman/Co-Chairman of record-breaking attendance and net income (doubled). Producer and speaker of two sessions at the 2009 state conference.

Author. *P.L.A.N.T.S.*[™] plant database software {1989-1995}. Industry software reviews stated "well-designed source...easy to use...excellent documentation ... state of the art". "*Honey, I Cored the Soil*" - a front cover feature article of the *Southwest Trees and Turf* magazine. "*Plant Selection Software Programs*" in *Parks and Recreation Magazine*. *Prescott's Landscapes-2005: A Tri-Cities* wall calendar featuring local events, cultural, gardening, plant & historic info.

Church. Initiated regional conference 2 years: facilitator, organizer, and speaker; developed web site. Single's conference coordinator (2 years) in Iowa. Teen Activity Director for one week conference in Missouri (5 years). Author of church e-book.

Ecosa Institute, Prescott, AZ. Invited as a speaker on codes and planning for three years.

Employee Council. Chairman, City of Prescott.

Fair Housing Act 2009 Analysis of Impediments Update. Saved Prescott \$25k.

Historic Neighborhoods, Prescott. Initiated street plantings with residents. Initiated and authored landscape guidelines chapter of the City's guide for preserving historic homes.

Master Plans for two city park systems in Iowa: Clinton & Forest City

Northern Iowa Park Improvement Award for Forest City, IA park redesign.

Planning Commissioner: Town of Chino Valley, AZ

Raving Fan Award by the City of Prescott for initiating, writing and coordinating the application for the Yavapai County Courthouse Plaza 2008 to the American Planning Association. The plaza was selected by the APA as one of the first 10 of *America's Great Public Places*—a designation shared by New York's Central Park and California's Santa Monica Beach. The award was recognized by Iowa State Univ. College of Design as an honorable mention in its 30-year Alumni Achievements.

Sunline Transit Fueling Station Construction. 18 permits and construction *on-time*.

Williamson Valley Corridor Plan, Inc. 2005-6 Selected as Board member and final text and layout editor for my photography and work on the transportation element.

PROFESSIONAL EDUCATION

B.S. in Landscape Architecture: new towns, land use analysis and planning history.

B.S. in Industrial [Business] Administration with an accounting emphasis and minors in Personnel Management and Landscape Architecture.

Continuing Education of 18 annual contact hours includes management (Supervisory Certificate), bike trails, computer software, CEQA Regulations, construction, design, ethics, habitat restoration, landscaping, touring architectural sites in Europe.

VOLUNTEER and OTHER RELATED WORK EXPERIENCES (not listed above)

Assistant Director of Parks and Recreation & Park Supervisor {Forest City, IA}

Board of Directors Project Shelter Affordable Housing (10 years) {Prescott, AZ}

District Commissioner Boy Scouts of America {Des Moines, IA}

Carpenter {Des Moines, IA}

DJ, newscaster. KLOW-FM Radio, {Forest City, IA} KPGY-AM/FM, Ames, IA

Habitat for Humanity—Prescott, AZ and Palm Springs, CA

Claims Adjuster—Liberty Mutual Insurance Co. {Poughkeepsie, NY}

Manager—Kids "T-shirt" baseball team {Des Moines} & City of Prescott softball team.

Meals On Wheels Deliverer {Chino Valley, AZ}

Park Planner {Clinton, IA}

Planning Commission {Chino Valley, AZ}

Prison Ministry: Arizona and California State Prison Systems

Spokesman's Club (similar to Toastmasters)—President, Secretary {Des Moines}

Volunteer ambulance service {Forest City, IA}



CHINO VALLEY

A R I Z O N A

Town Clerk's Office
DOB 10:28 am

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

APPLICATION FOR PUBLIC BODY APPOINTMENT

(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR:

- | | |
|--|--|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☒ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's
Advisory Committee |
| ☐ Other _____ | |

NAME

Mark Schuerman

RESIDENCE ADDRESS

[REDACTED] Chino Valley, Az.
86323

MAILING ADDRESS**PHONE #s**

[REDACTED]

EMAIL

[REDACTED]

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

Since 8-1-2018

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 below.
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 would you like to be appointed to this position?

I want to participate and contribute to the responsible management and growth of Chino Valley.

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

1. Respectfully enforce the existing planning and zoning laws and guidelines.
2. Responsibly implement the Chino Valley 2040 General Plan.

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

See Attached Resume

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



SIGNATURE

11-8-25

DATE

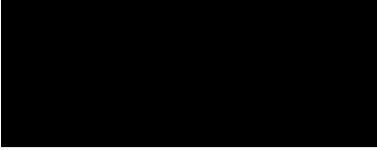
Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

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

BRIEF RESUME

MARK G. SCHUERMAN



Business Experience:

I spent over 40 years as a banker, mortgage banker, real estate broker, mortgage lending consultant and mortgage lending expert witness. Included within these 40 years, I was President of an FDIC insured Thrift and Loan and the head of several mortgage banking divisions within a bank or savings and loan. I also founded and operated several mortgage banks (versus mortgage broker).

Specific Relevant Experience:

I was a co-leader of a neighborhood group (approx. 60 homes) of an established residential subdivision in an unincorporated area of the county. The neighborhood was bordered by an old city that provided services and schools, which is a similar situation to Chino Valley and Yavapai county. We had to deal with two major rezoning challenges to our established residential zoning status. The first was a proposed change from residential to commercial for the purposes of a convenience type small shopping center. After many months of meeting and hearings the proposed change was defeated. In the process of opposing we offered to change the residential density to double of the current density as we were not against responsible development by the owners. The second challenge was to change the zoning to accommodate a large senior housing facility, which was to be developed by the Catholic Church that was gifted the property. This proved to be a tougher challenge and involved over two years of meetings and presentations. Our group agreed to go forward with the project modified with a lower profile and greater setbacks, but was resolved by the church withdrawing the project.

Education:

Bachelors Degree in Business Administration from Miami University(Ohio) in 1972.
MBA in Real Estate from Indiana University in 1976

Affiliations and Memberships:

Member of Grace Church
Member of the Board of New Song Recovery Home in Prescott

Personal:

Divorced with 2 Adult Children
75 Years Old and in Excellent Health

Received

NOV 06 2025



CHINO VALLEY

A R I Z O N A

Clerk's Office
By: *[Signature]* 2:36 p.m.

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
RE-APPOINTMENT**

(Council, 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.

- | | |
|--|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☒ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other | |

NAME William Welker

RESIDENCE ADDRESS [Redacted]

MAILING ADDRESS same

PHONE #s [Redacted]

EMAIL _____

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

[Signature]
SIGNATURE

11-4-25
DATE

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

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

NOV 06 2025

Sara Burchill

From: noreply@civicplus.com
Sent: Thursday, November 6, 2025 10:38 AM
To: Clerks
Subject: Online Form Submittal: Application for Public Body Appointment

Clerk's Office
By: *[Signature]* 10:38 a.m.

Application for Public Body Appointment

Step 1

Public Body Applying For Board of Adjustment

Other Public Body Applying For (not in drop down list) *Field not completed.*

First Name Robert

Last Name Layton

Residence Address

Mailing Address

Phone Number(s)

Email Address

Is your residence within Town limits? Yes

How long have you lived in the Chino Valley area? 21

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

Why would you like to be appointed to this position?

To continue my long time community involvement in Chino Valley Community College

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

To settle disputes

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

I have been a business owner for 18 years, former chair & vice chair for the Chamber of Commerce, 12 year member of The Lions Club, Advisory Board Member for C-Tec for 5 years

To help our review committee get to know you better, please attach a RESUME or SUMMARY of previous training, skills, and experience.

Field not completed.

Date Application Submitted

11/6/2025 10:30 AM

Email not displaying correctly? [View it in your browser.](#)



CHINO VALLEY

A R I Z O N A

Received

DEC 01 2025

Clerk's Office
By: LA

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

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

PUBLIC BODY APPLYING FOR:

- | | |
|---|---|
| ☐ Town Council | ☒ Parks & Recreation Advisory Board |
| ☐ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other _____ | |

NAME

Dianna Voegeler

RESIDENCE ADDRESS

[REDACTED]

MAILING ADDRESS

Chino Valley AZ 86323

PHONE #s

[REDACTED]

EMAIL

[REDACTED]

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

8 Years

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 below.
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 would you like to be appointed to this position?

Wish to be involved with our town
as we grow more opportunities
for outdoor recreation

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

Advising Town Council as well as make
recommendations.

help with long term planning for parks, trails
recreation areas. Promoting of healthy lifestyle
through recreation awareness.

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

Lots of years as a volunteer, Chino Valley
Police department, Yavapai County Search and
Rescue K9, Arizona Ranger -

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

Deanna Keefe

SIGNATURE

11/22/2021

DATE

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

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



CHINO VALLEY

A R I Z O N A

Town Clerk's Office
BY: LA

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

APPLICATION FOR PUBLIC BODY APPOINTMENT

(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR:

- | | |
|---|---|
| ☐ Town Council | ☒ Parks & Recreation Advisory Board |
| ☐ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other _____ | |

NAMECrystal Patton**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?**20 + years**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 below.
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 would you like to be appointed to this position?

I am very passionate about Chino Valley and any/all activities for our youth.

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

Acting as a sounding board for leadership, offering advise + advocating for our local youth and young adults. The future of our Town lies within these young people.

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

My experience spans 15 years working w/youth, to include 150+ events. My skills prove I can connect w/their generation, as well as their parents. My qualities include taking on difficult projects, new adventures w/research + enthusiasm.

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

Captal Pitt

SIGNATURE

11/7/25

DATE

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
-------------------	-------------	-----------------------

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



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 1/13/2026
CONTACT PERSON: Steven Sullivan, Assistant Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve or deny an Infrastructure Repayment Agreement with Highlands Townhomes, LLC, for the construction of water and wastewater main extensions related to the Highlands Apartments project in an amount not to exceed \$197,200 utilizing contingency funds.

SUMMARY:

Highlands Apartments is a proposed 40-unit apartment development at the north-west corner of East Road 1 North and Peppertree Place on parcel #306-24-004N. The nearest Town water and sewer infrastructure is located at the intersection of East Road 1 North and Allerton Way, approximately 500 feet away. The zoning was approved, and the project was entitled in 2006, well before the 2024 adoption of the Utility Code Amendments that now require multifamily projects to connect to town utilities.

The Town and developer, Highlands Townhomes, LLC acknowledge the benefits of having the project on Town utilities and worked together on a development agreement for Town Council consideration that could allow that to happen. Through this agreement, the developer will construct the water and sewer mains required to connect their project to the Town's nearest infrastructure. Additionally, the depth of the sewer main has been increased, allowing not only for connection of this project but also for future expansion of sewer service west of the property and across Highway 89.

As detailed in Exhibit B, the estimate of the additional cost for the water and sewer extensions and additional depth is \$293,838. Of that amount, the developer is requesting only an amount not to exceed \$197,200, for repayment by the Town of these portions of water and sewer mains and additional depth. The developer will fund the remaining balance of the costs. Quality rental housing is in limited supply in Chino Valley and this project is designed to help fill that void. The one-time buy-in fees the Town will receive from the project are estimated at just above \$278,000. In addition, the Town will receive ongoing monthly water and sewer base charges and volume charges, and the benefits of wastewater recharge.

In a separate action item, Council will consider possible action to accept the right-of-way dedication for Peppertree Place in connection with Highlands Apartments. This dedication is necessary if the project proceeds, regardless of whether this Repayment Agreement is approved.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve or deny an Infrastructure Repayment Agreement with Highlands Townhomes, LLC, for the construction of water and wastewater main extensions related to the Highlands Apartments project in an amount not to exceed \$197,200 utilizing contingency funds.

FISCAL IMPACT?

Available budget: General Fund - Contingency	\$934,000
Less this approval item: Repayment agreement with Highlands Townhomes, LLC*	<u>-197,200</u>
Remaining budget: General Fund - Contingency	\$736,800

**This was not a budgeted expense. Therefore, if approved, contingency funds would need to be utilized.*

ATTACHMENTS:

1.	6a AGR - Highlands Townhomes - Infrastructure Repayment Agreement
2.	Exhibit A - Highlands Apts WTR & SWR Extensions 11-20-25
3.	Highlands Apts Improvement Plans signed 11-25-25

When recorded, return to:
Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

**INFRASTRUCTURE REPAYMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HIGHLANDS TOWNHOMES, LLC**

THIS INFRASTRUCTURE REPAYMENT AGREEMENT (this “Agreement”) is made _____, 2025 (the “Effective Date”), by and between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Highlands Townhomes, LLC, an Arizona limited liability company (the “Owner”). The Town and the Owner are the only parties to this Agreement and may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Per Town Code § 51.057, upon completion and acceptance of construction, water and sewer extensions, having been designed and constructed at a developer’s expense and in accordance with plans and specifications approved by the Public Works Director, shall be relinquished to the Town, which shall own, control, and maintain completed extensions as part of the public distribution and collection systems.

B. The Owner desires to develop apartments, including the required on- and off-site infrastructure (the “Project”), within the Town’s corporate limits on approximately 2.72 acres of unimproved real property identified as Parcel No. 306-24-004N (the “Property”).

C. The Town approved the Project’s original improvement plans, the Highlands Apartment Improvement Plans (the “Original Plans”), on April 29, 2025.

D. After further review, the Town’s Public Works Department found that constructing the necessary sewer infrastructure according to the Original Plans would prevent the Town from expanding sewer service west of the Property and across Highway 89, thus limiting the reach of the Town’s sewer service area.

E. At the Town’s request, the Original Plans were redrawn and engineered to relocate the water and sewer infrastructure and increase the depth of the sewer main, thereby enabling the expansion of sewer service west of the Property and across Highway 89, as shown in the Highlands Apartments Improvement Plans, dated June 13, 2025 (the “New Plans”).

F. This Agreement aims to define the conditions under which the Owner may connect the Project to the Town’s existing water and sewer systems, including the Owner’s obligation to construct water and sewer infrastructure according to the New Plans and the Town’s obligation to contribute an amount not to exceed \$197,200, pursuant to Ariz. Rev. Stat. § 34-201(G), to the Owner as repayment for a portion of the costs of such infrastructure.

G. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of Ariz. Rev. Stat. § 9-500.05 to facilitate the development of the Property. The terms of this Agreement shall constitute covenants that run with the Property, as more fully described herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Introduction and Recitals. The introduction and foregoing recitals are incorporated by reference as if set forth fully herein.

2. Improvements. In connection with the Project’s development, the Owner will design and construct approximately 890 linear feet of 8-inch sewer main and approximately 850 linear feet of 12-inch water main, together with appurtenances, as shown in Exhibit A and more particularly detailed in the New Plans (the “Infrastructure”).

3. Prior Approval and Applicable Standards. Within two years of the Effective Date, the Owner, and its successors or assigns, shall design and construct the Infrastructure in accordance with plans and specifications approved by the Town Engineer and Public Works Director, all Town ordinances and regulations, and Arizona Department of Environmental Quality (“ADEQ”) Bulletin 10, ADEQ Bulletin 11, American Water Works Association Standards, Yavapai Association of Governments Standards, and Maricopa Association of Governments Standards, as appropriate, unless the Owner has received a written variance authorization from the Public Works Director.

4. Cost and Expense of Construction. The Owner shall design and construct the Infrastructure at its own expense, bearing all costs associated with these activities, including but not limited to:

4.1 Design and construction of all Infrastructure in general conformance with the master plan, or any revisions thereto.

4.2 Any fees or permits required by ADEQ, Yavapai County, or any other agency, authority, board, commission, or government.

4.3 Preparation of the plans and specifications.

4.4 Staking line locations.

4.5 Inspection and testing.

4.6 Preparing as-built plans.

4.7 All established fees and charges for connection to the existing collection system.

5. Repayable Costs. Provided the Owner or its successors or assigns constructs the Infrastructure in accordance with Section 3 of this Agreement, the Owner shall be entitled to a contribution of \$197,200, which is the amount allowed under Ariz. Rev. Stat. § 34-201(G), as repayment for certain construction costs (“Repayable Costs”), which shall be determined as follows:

5.1 The Owner has provided cost estimates for specific portions of the Project’s Infrastructure, which are set forth in Exhibit B and incorporated herein by reference. The Town has determined that the cost estimates in Exhibit B are Repayable Costs.

5.2 Although the total estimated Repayable Costs exceed the Town’s \$197,200 contribution under this Agreement, the Town’s contribution shall not exceed \$197,200.

5.3 Repayable Costs shall not include any cost associated with the design or construction of any improvement within the boundaries of the Owner’s Property.

5.4 Except for additional costs due to the increased depth of the sewer, Repayable Costs shall not include any cost associated with the design or construction of the improvements along the frontage of the Owner’s Property.

5.5 Interest will not be applicable or applied to Repayable Costs.

6. Repayment.

6.1 The Owner shall, within 60 days of the Town’s acceptance of the Infrastructure pursuant to Section 7 below, furnish the Town with all of the following:

A. Copies of all bills, invoices, and other statements of expenses incurred by the Owner, covering all Repayable Costs.

B. Lien waivers and releases from contractors, subcontractors, consultants, and vendors for services, materials, equipment, supplies, and construction included in the Infrastructure.

C. Receipts, specifying the exact amounts paid by the Owner to all contractors, subcontractors, consultants, and vendors for all services, materials, equipment, supplies, labor, and other costs of construction of the Infrastructure.

D. As-built drawings certified as to correctness by an engineer registered in the State of Arizona and showing the locations, materials, and other information as required by the Town Engineer.

E. Any other information reasonably required by the Town to verify Repayable Costs.

6.2 The Town’s \$197,200 contribution, which is repayment for a portion of the Repayable Costs, will be paid to the Owner by the Town within 30 days of the Town’s determination of the verified Repayable Costs.

6.3 The Town's obligations under this Section 6 do not constitute an obligation to levy or pledge any form of taxation, nor does the obligation constitute an indebtedness of the Town or the State, or any of its political subdivisions, within the meaning of the constitution of the State of Arizona.

7. Completed Improvements. Upon final approval and acceptance by the Town of the Infrastructure, the Owner shall relinquish all rights and interests in the Infrastructure, and the Town shall exercise complete control over the Infrastructure and its appurtenances from that time forward. Upon final approval and acceptance of the construction, the Town shall maintain and operate the Infrastructure and its relevant appurtenances, as set forth in Town Code § 51.057.

8. Term. This Agreement shall take effect on the Effective Date and shall remain in full force and effect for three years or until the obligations of the Parties are satisfied, whichever is earlier.

9. Default. If the Owner fails to perform any obligation pursuant to this Agreement, and the Owner fails to cure its nonperformance within 30 days after notice of non-performance from the Town, the Owner will be in default. If the nature of the Owner's nonperformance is such that it cannot reasonably be cured within 30 days, then the Owner will have such additional periods of time as may be reasonably necessary under the circumstances (the "Cure Period"), provided the Owner immediately 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 120 days. In the event of such Owner default, the Town may terminate this Agreement and will have all remedies which are available to it at law or in equity, including, without limitation, the remedy of specific performance.

10. 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 (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, 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 Section:

If to the Town: Town of Chino Valley
 202 N. State Route 89
 Chino Valley, AZ 86323
 Attn: Terri Denemy, Town Manager

With copy to: Gust Rosenfeld, PLC
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2327
 Attn: Andrew J. McGuire

If to Owner: Highlands Townhomes, LLC
 1042 Willow Creek STE A101-454
 Prescott, AZ 86301
 Attn: TJ Brown

Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) 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.

11. Verification of Employment Eligibility; E-Verify Program. Not later than 30 days after the Effective Date, the Owner shall register with and participate in the employment verification program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any successors to such program (the "E-Verify Program"). Thereafter, the Owner shall provide proof to the Town that the Owner is registered with and is participating in the E-Verify Program, as set forth above. If the Town determines that the Owner is not complying with the requirements of Ariz. Rev. Stat. § 23-214, the Town shall notify the Owner by certified mail of the Town's determination of noncompliance and the Owner's right to appeal such determination, which appeal process shall be determined by the Town in its sole discretion.

12. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

13. Attorneys' Fees. In the event either Party finds it necessary to bring any action at law or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the Party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other Party and, in the event any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

15. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

16. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

17. Time of the Essence. Time is of the essence in this Agreement.

18. Assignment. This Agreement may be assigned, in whole or in part, by the Owner only upon the prior, written approval of the Town, as evidenced by the Town Manager's signature thereon, which approval shall not be unreasonably withheld; provided, however, that the Owner may assign this Agreement without the Town's consent, but with not less than 30 days prior, written notice to the Town, to (i) any parent, subsidiary, or affiliate of the Owner, (ii) any person or entity that acquires all or substantially all of the assets of the Owner, or (iii) any lender to the Owner as collateral security for the obligations of the Owner under any credit facility or financing arrangement with respect to the Project.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

20. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the Town unless and until it has been approved by the Town Council and has become effective, or (ii) on the Owner unless and until it has been executed by an authorized representative.

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

22. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law, and the Parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

23. Covenant of Good Faith. In exercising their rights and performing their obligations under this Agreement, the Parties will cooperate with one another in good faith to ensure that the intent of this Agreement is fulfilled.

24. Conflict of Interest. This Agreement may be canceled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

25. Israel. To the extent applicable under Ariz. Rev. Stat. §§ 35-393 through 35-393.03, the Owner certifies that it is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a "boycott" of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

26. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Owner warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, 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.

27. Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time, Phoenix, Arizona) on the last day of the applicable time period provided herein.

28. Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

29. Recording. This Agreement shall be recorded by the Town within 10 days of its execution, as required by Ariz. Rev. Stat. § 9-500.05(D).

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

ATTEST:

Erin Deskins, Town Clerk

APPROVED AS TO FORM:

Gust Rosenfeld P.L.C., Town Attorney
By: Andrew J. McGuire

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Owner”

HIGHLANDS TOWNHOMES, LLC,
an Arizona limited liability corporation

Signature

Name

Title

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On _____, 2025, before me personally appeared _____, the _____ of Highlands Townhomes, LLC, an Arizona limited liability corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above document on behalf of Highlands Townhomes, LLC, in his or her capacity as _____.

(affix notary seal here)

Notary Public

**EXHIBIT A
TO
INFRASTRUCTURE REPAYMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HIGHLANDS TOWNHOMES, LLC**

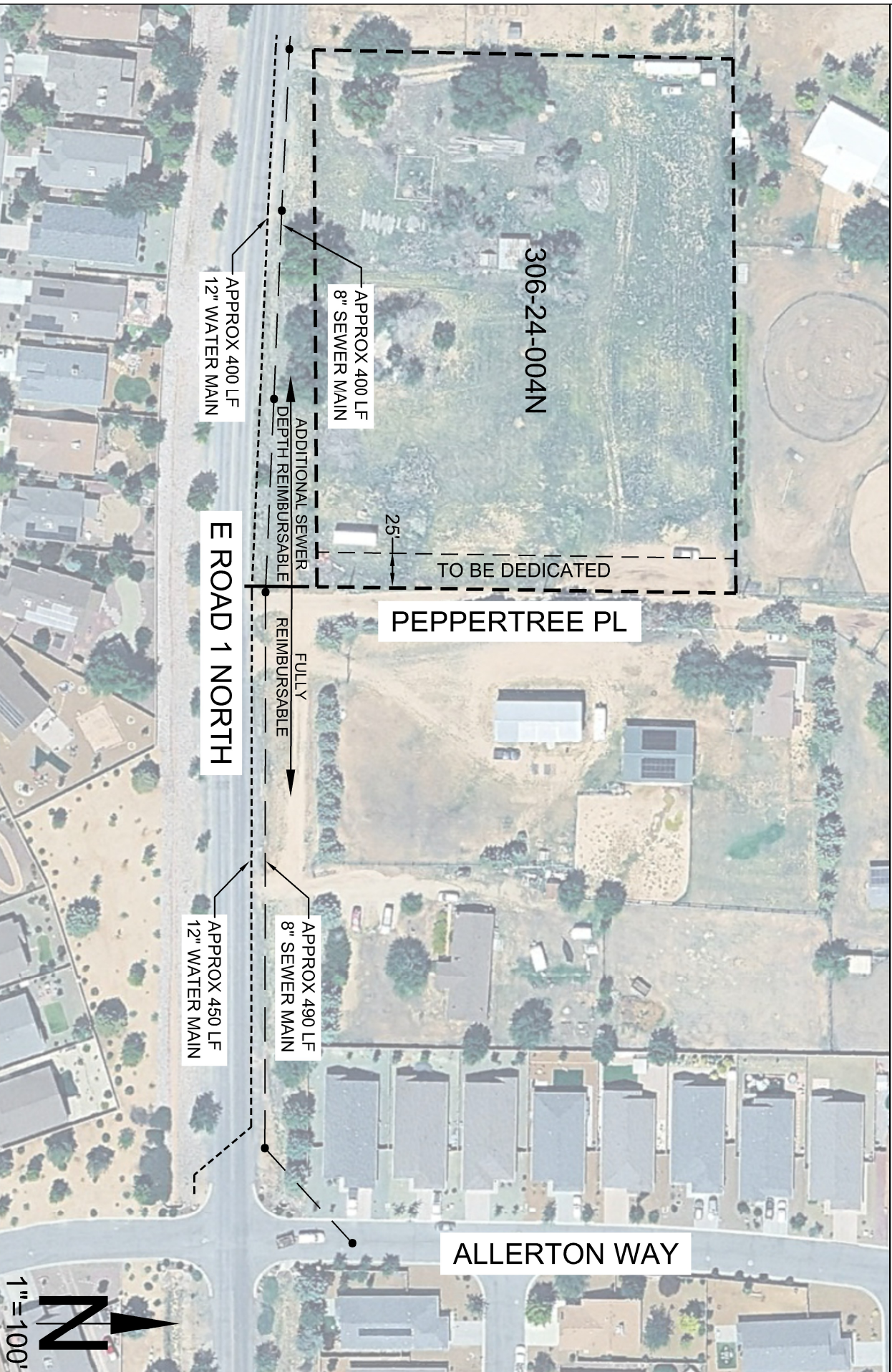
[Highlands Apartments Water and Sewer Main Extensions]

See the following page.

HIGHLANDS APARTMENTS WATER & SEWER MAIN EXTENSIONS

11/20/25

* ALL DIMENSIONS ARE APPROXIMATE



**EXHIBIT B
TO
INFRASTRUCTURE REPAYMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HIGHLANDS TOWNHOMES, LLC**

[Estimate of Repayable Costs]

See the following page.

HIGHLANDS TOWNHOMES ESTIMATE OF REPAYABLE COSTS

Off-Site Water: **\$82,622**

One 12-inch connect to existing stub, 445 LF of C900 pipe Sta 18+28 to Sta 13+84, one 12x8 tee, two 12-inch gate valves, one 8-inch gate valve, 20sy of T-top patching, and traffic control. All adjustments to final grade. Perform chlorination and hydrostatic testing for approval by EOR.

Off-Site Sewer: **\$170,892**

620 LF of 8-inch sdr26 PVC, SMH #1 – one 48-inch manhole, SMH #2, #3, #6 – three 60-inch manholes, includes one connect to existing clean out stub. Sta. 18+72-13+93, Sta. 11+16 to 9+98. 30sy of T-top patching, landscape pyromat restoration, and traffic control. All testing and video requirements.

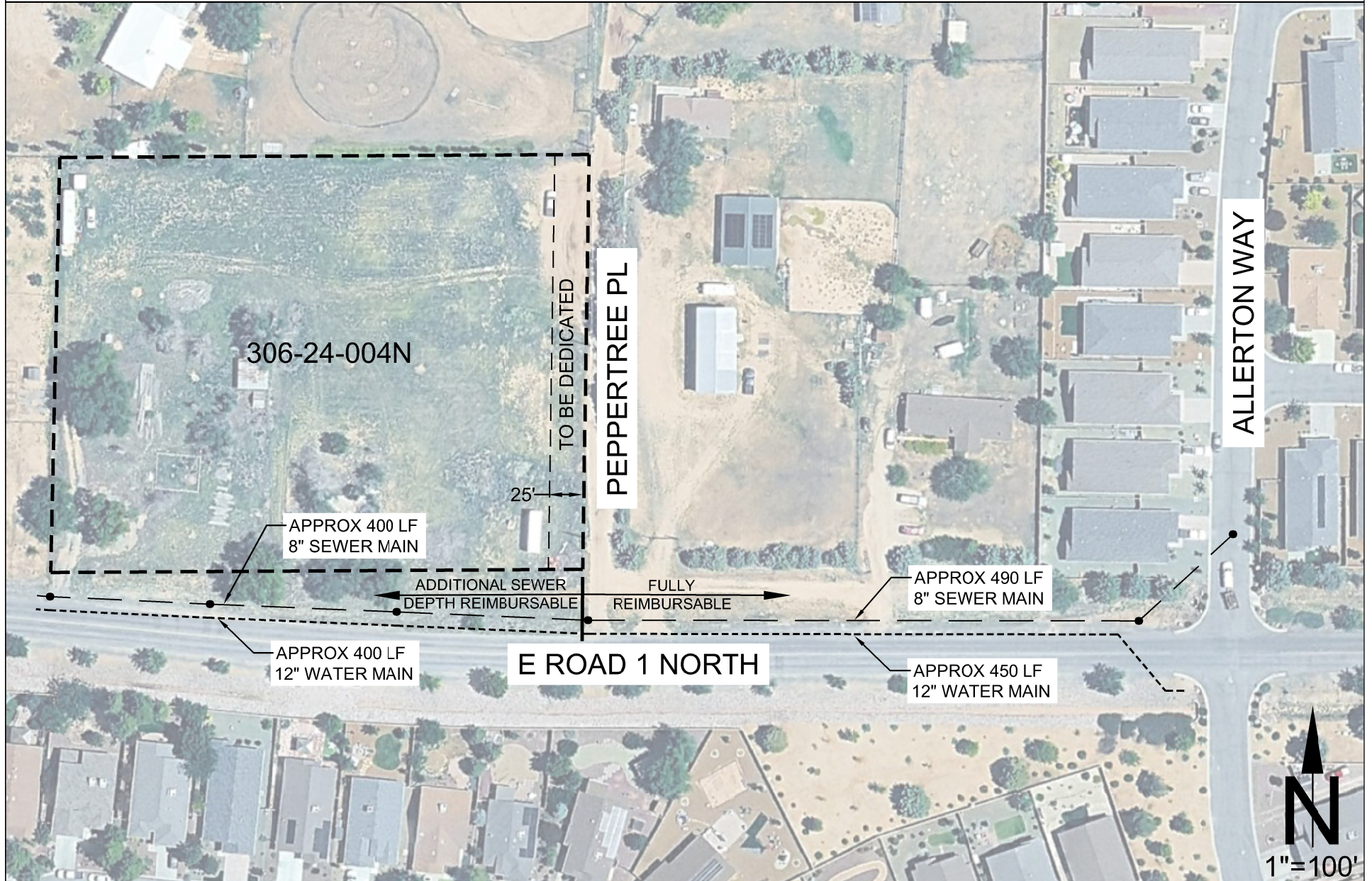
Sewer Added Depth: **\$40,324**

Sewer added depth portion includes 277 LF of 8-inch sdr26 PVC, added depth, SMH #4, #5 two 60-inch manholes and two drop connections.

HIGHLANDS APARTMENTS WATER & SEWER MAIN EXTENSIONS

11/20/25

*ALL DIMENSIONS ARE APPROXIMATE



ESTIMATED QUANTITIES

THE QUANTITIES LISTED BELOW ARE APPROXIMATE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF THE QUANTITIES AND BASE HIS BID ON HIS OWN ESTIMATE. PAYMENT WILL BE MADE IN ACCORDANCE WITH THE CONTRACT.

ITEM	QUANTITY
WATER:	
8" P.V.C. C-900 DR-14 (CLASS 305)	822 L.F.
8" D.I.P. (CLASS 200)	52 L.F.
FITTINGS	1 L.S.
2" WATER SERVICE BOX AND METER	1 EA.
1" WATER SERVICE BOX AND METER	1 EA.
FIRE HYDRANT ASSEMBLY	6 EA.
6" DIP (CLASS 350) TO FIRE HYDRANTS	153 L.F.
8" WATER VALVE, BOX AND COVER	3 EA.
8" DOUBLE CHECK VALVE AND BACKFLOW DEVICE	1 EA.
2" PVC CLASS 200 W/L	954 L.F.
1" BACKFLOW PREVENTER	1 EA.
2" SERVICE WATERLINE(COPPER)	31 L.F.
2" BLOWOFF VALVE / BOX	2 EA.
12" P.V.C. C-900 DR-14 (CLASS 305)	853 L.F.
12" WATER VALVE, BOX AND COVER	4 EA.
AIR RELEASE VALVE	2 EA.
VERTICAL REALIGNMENT (77 LF JOINT RESTRAINTS)	1 EA.
SEWER:	
8" SDR-26 SEWERLINE	1,702 L.F.
MANHOLE (4' DIA)	4 EA.
MANHOLE (5' DIA)	2 EA.
MANHOLE (5' DIA) DROP MANHOLE	2 EA.
6" DOUBLE SEWER CLEANOUTS @ BUILDINGS	10 EA.
CONCRETE:	
6" VERTICAL CURB & GUTTER	1520 L.F.
CONCRETE APRONS	1596 S.F.
2" CONCRETE VALLEY GUTTER	292 S.F.
4 & 5" SIDEWALK	9441 S.F.
RIP-RAP (8" MIN. DIA.)	18 S.Y.
ADA SIDEWALK RAMP PER DTL SHT. 3	7 EA.
ASPHALT PAVEMENT:	
3" A.C./9" A.B.C.	7240 S.Y.
SAWCUT, REMOVE AND REPLACE AC PAVEMENT.	132 S.Y.
SAWCUT, REMOVE AND REPLACE 6"VC&G	6 LF
MISCELLANEOUS:	
ADJUST SEWER MANHOLE	6 EA.
ADJUST FRAME AND COVER FOR WATER VALVES	12 EA.
24" TRASH ENCLOSURES/6" CMU WALLS AND GATES	1 EA.
8" SDR -35 PVC STORM DRAIN	35 LF
12" SDR -35 PVC STORM DRAIN	425 LF
6" SDR -35 PVC STORM DRAIN	110 LF
24" HDPE STORM DRAIN	90 LF
12" PVC CATCH BASINS	1 EA.
CATCH BASIN MAG 537	2 EA.
SEWER TESTING	1 EA.
CAMERA TESTING	1 EA.
WATER TESTING	1 EA.
6" CMU WALL	972 LF
CULVERT HEADWALL MAG 501	6 EA.

CONTRACTOR NOTE

CONTRACTOR SHALL BASE BID ON THESE QUANTITIES, BUT IF SELECTED MUST VERIFY QUANTITIES AND BASE CONTRACT BID ON PLAN SET.

LEGEND

- SET 1/2" REBAR LS#41076
- BRASS CAP
- ▲ FOUND 1/2" REBAR
- FOUND PK NAIL
- CATCH BASIN
- ⊗ WATER VALVE
- ⊕ FIRE HYDRANT
- ▲ BLOWOFF
- ⊙ AIR RELEASE VALVE
- WATER SERVICE
- ⊗ SEWER CLEANOUT
- ⊗ SEWER MANHOLE
- WALL
- SECONDARY PARKING LIGHTS
- POWER POLE
- ⊖ GUY WIRE
- TELECOM JUNCT. BOX
- CABLE TV
- ELECTRICAL TRANSFORMER
- GAS METER / GAS VAULT
- EXISTING GRADE
- TOP OF CURB FINAL GRADE
- FINISH GRADE AT TOP OF CURB
- FINISH GRADE AT VALLEY GUTTER
- FINISH GRADE AT PAVEMENT
- FINISH FLOOR ELEVATION OF BUILDING
- FINISH GRADE OF SIDEWALK
- NO PARKING SIGN (FIRE LANE)

FF=4697.87

94.69VG

94.69P

94.69SW

8

12

LEGEND

- BC BACK OF CURB
- FC FINISH CONCRETE
- FG FINISH GRADE
- FL FLOWLINE
- FS FINISH SURFACE
- INV INVERT
- NG NATURAL GROUND
- TC FINISH TOP OF CURB
- G GRADE
- FG FINISH GUTTER GRADE

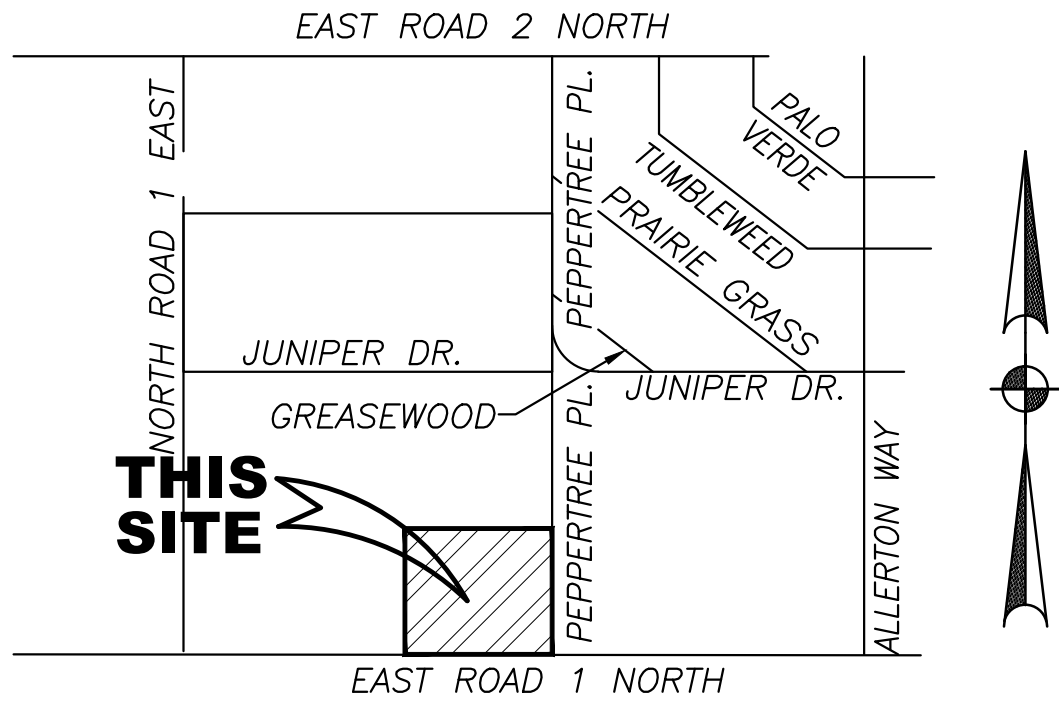
HIGHLANDS APARTMENTS IMPROVEMENT PLANS

LOCATED WITHIN SECTION 23, TOWNSHIP 16 NORTH, RANGE 02 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

SHEET INDEX

COVER SHEET
NOTES
GRADING AND DRAINAGE PLAN
ONSITE WATER AND STORM DRAIN PLAN
OFFSITE WATER AND SEWER PLANS
ONSITE SEWER PROFILE
ONSITE FIRELINE AND WATERLINE PROFILE
SWPPP
SWPPP DETAILS
CONSTRUCTION AND QUAD CITY STD. DTLS.

1
2
3
4
5-6
7
8
9
10
11-16



VICINITY MAP

N.T.S.

SITE DATA

APN: 306-24-004N
NET AREA = 110956 S.F. = 2.540 ACRES
20 - 2 BEDROOM WITH 2 BATHS +
20 - 3 BEDROOM WITH 2 BATHS= 40 UNITS

OWNER

TJ BROWN
HIGHLANDS TOWNHOMES, LLC
1042 WILLOW CREEK A101-454
PRESCOTT, ARIZONA 86301
PHONE: (928) 227-2550
EMAIL: tj@highlands-homes.com

ENGINEER

ALLEN CONSULTING ENGINEERS, INC
4111 E. VALLEY AUTO DRIVE #103
MESA, ARIZONA 85206
PHONE: (480) 844-1666
EMAIL: ace@allenconsultengr.com

BENCHMARK

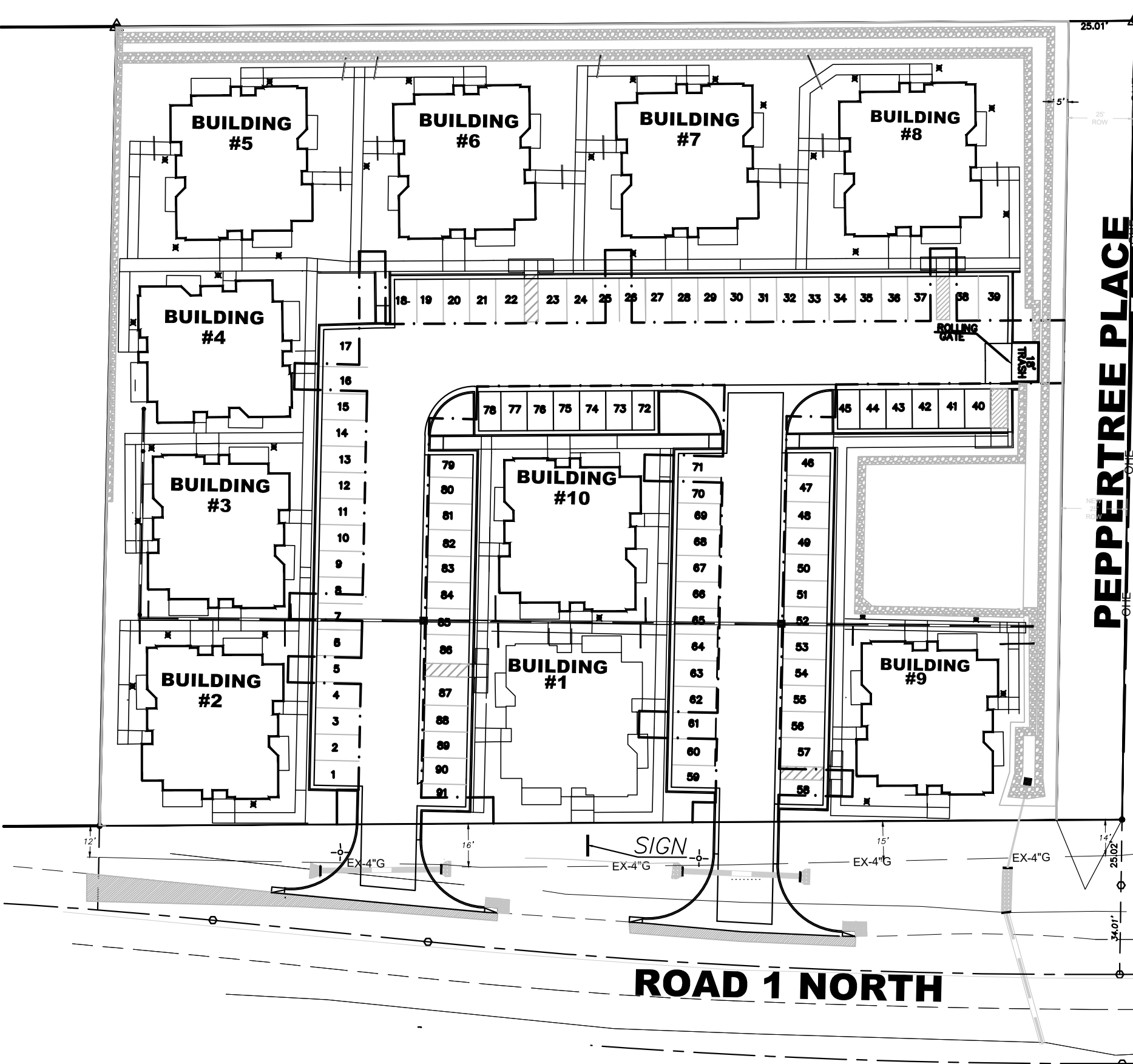
SW CORNER OF SUBDIVISION FND
1/2" R.B. W/CAP
L.S. 37930, TOP OF CAP
ELEV = 4712.20
1983 NVD

BASIS OF BEARING

THE CENTERLINE OF ROAD 1 EAST
BEARS N01°41'17"E

ZONING

CURRENT ZONING: MR-1



GRADING DATA

SITE AREA = 110,956 S.F.=2.54 ACRES

DISTURBED AREA = 110,116 = 2.54 ACRES

EARTHWORK QUANTITIES

CUT = 6673 C.Y.

FILL = 6,673 C.Y.

NET = 0 C.Y. FILL

NOTE: EARTHWORK QUANTITIES PROVIDED FOR PERMITTING PURPOSES ONLY. CONTRACTOR TO VERIFY OWN QUANTITIES PRIOR TO PLACING BIDS.

AS-BUILT CERTIFICATION

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THIS PROJECT HAS BEEN COMPLETED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND REFERENCED STANDARDS, EXCEPT AS SHOWN HEREON; THAT THESE AS-BUILT PLANS REFLECT THE POSITION OF CONSTRUCTED IMPROVEMENTS BASED ON FIELD MEASUREMENTS; AND THAT THE MATERIALS USED IN CONSTRUCTION ARE AS SHOWN BASED ON FIELD OBSERVATION AND TEST RESULTS. THIS CERTIFICATION DOES NOT WARRANT MATERIALS, WORKMANSHIP, METHODS OF CONSTRUCTION, OR OTHER ITEMS AFFECTING THE WARRANTY OF THIS PROJECT, TO THE CITY OF PRESCOTT. USERS OF THIS INFORMATION ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ACTUAL CONDITIONS.

REGISTERED PROFESSIONAL ENGINEER (CIVIL)

DATE

RECORD DRAWING

NAME OF CONTRACTOR

PERMIT NUMBER

DATE OF APPROVAL

TOWN OF CHINO VALLEY INSPECTOR

APPROVAL TO CONSTRUCT:

Y.C.D.S.E.U. FILE #: SCL25-000017
APPROVED BY: E. DAWN CAPOTOSTI, MS, RS
ENVIRONMENTAL HEALTH UNIT MANAGER
DATE: 7-31-2025

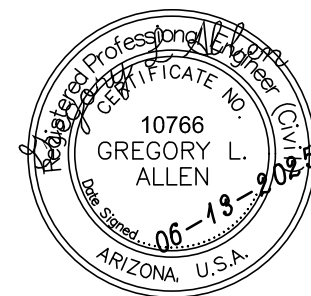
Y.C.D.S.E.U. FILE #: WLE25-000013
APPROVED BY: E. DAWN CAPOTOSTI, MS, RS
ENVIRONMENTAL HEALTH UNIT MANAGER
DATE: 6-30-2025

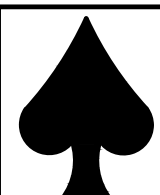
SURVEY CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY WAS PERFORMED IN APRIL 2021, BY ANTHONY ZAUGS LS#41076

UTILITY CONTACT INFORMATION

UTILITY CONTACT	CONTACT NAME	TELEPHONE
ARIZONA PUBLIC SERVICE	MIKE SHAW	(928)-776-3617
CENTURYLINK, INC.	KAREN PORTER	(928)-776-2510
TV/INTERNET-CABLE ONE	JOHNNY CEDILLO	(928)-443-3300
GAS-UNISOURCE GAS	SARA SCOTT	(928)-771-7227
WASTE MANAGEMENT		(800)-668-0902
UTILITIES-TOWN OF CHINO VALLEY	N/A	(928)-636-7140





ALLEN CONSULTING ENGINEERS, INC.
4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
COVER SHEET

JOB NUMBER	96629	SHEET	1	OF	16
DRAWING	COVER				
DRAFTSMAN		CHECKED BY		DATE	06-13-2025

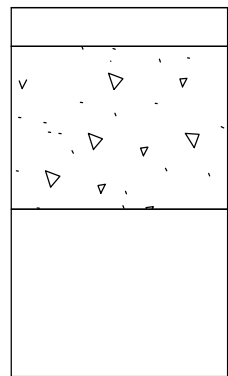
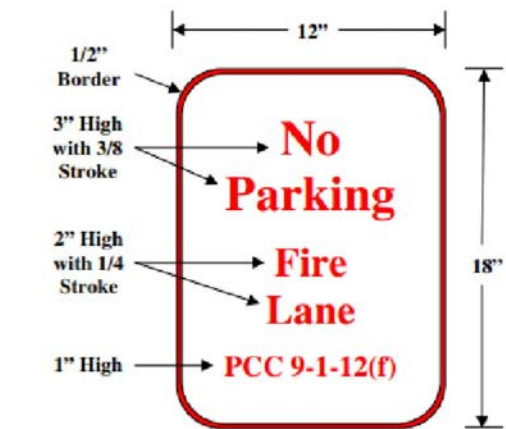
GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG), & TOWN OF CHINO VALLEY CONSTRUCTION STANDARDS & SPECIFICATIONS, LATEST REVISIONS, UNLESS SPECIFICALLY APPROVED BY THE CITY AND MODIFIED ON THE PLANS, IN CONJUNCTION WITH THE LATEST REVISIONS OF THE MARICOPA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS AND DETAILS (MAG STANDARDS), UNLESS SPECIFICALLY MODIFIED ON THE PLANS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF MAG AND TOWN OF CHINO VALLEY STANDARDS AND SPECIFICATIONS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.
- ALL PLANS SIGNED BY THE TOWN ENGINEER ARE NULL AND VOID ONE YEAR FROM DATE OF SIGNATURE IF CONSTRUCTION HAS NOT STARTED. RESUBMITTAL AND REVIEW SHALL BE REQUIRED, AFTER ONE YEAR.
- ALL QUANTITIES SHOWN ON THE PLANS ARE APPROXIMATE, ARE NOT VERIFIED BY THE PUBLIC WORKS DIRECTOR, AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. PAYMENT SHALL BE BASED ON BID SCHEDULE ITEMS FOR ACTUAL QUANTITIES PROVIDED AND INSTALLED. THE CONTRACTOR SHALL NOT BE RELIEVED OF HIS RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING WORK QUANTITIES PRIOR TO BIDDING.
- TOWN OF CHINO VALLEY PUBLIC WORKS DEPARTMENT PERMIT(S) WILL BE REQUIRED FOR ALL OFF-SITE CONSTRUCTION AND CONSTRUCTION WITHIN THE PUBLIC RIGHT OF WAY.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN, AT HIS OWN EXPENSE, SUCH PERMITS AS ARE REQUIRED FROM THE APPROPRIATE AGENCIES.
- THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION IN THE PUBLIC RIGHT OF WAY.
- ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE PUBLIC WORKS DIRECTOR AND/OR ALL WORK MATERIALS NOT IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. THE ENGINEER AND THE CITY OF PRESCOTT WILL NOT GUARANTEE ANY LOCATIONS OR ELEVATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING A COMPLETE AND ACCURATE ON-SITE DETERMINATION OF THE LOCATIONS, MATERIAL, AND SIZE OF ALL UTILITIES, STRUCTURES, AND FIELD CONDITIONS WHICH MAY AFFECT THE PROGRESS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES AND UTILITIES ENCOUNTERED DURING CONSTRUCTION AND SHALL FIELD EXPOSE EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING IN THEIR VICINITY.
- THE CONTRACTOR IS REQUIRED TO CONTACT BLUE STAKE (1-800-STAKEIT) A MINIMUM OF TWO WORKING DAYS (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE RELOCATION AND/OR SUPPORT OF ALL UTILITIES, POWER POLES, ETC., THAT MAY BE NECESSARY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE PUBLIC WORKS DEPARTMENT FOR APPROVAL, TRAFFIC CONTROL PLANS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL DETERMINE AFTER REMOVAL OF EXISTING TRAFFIC CONTROL DEVICES NECESSARY AND ALL TRAFFIC CONTROL WORK SHALL BE IN ACCORDANCE WITH THE LATEST REVISIONS THEREOF. NO STREET IS TO BE CLOSED, RESTRICTED, OR CONSTRUCTED UPON UNTIL A TRAFFIC CONTROL PLAN IS PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE PUBLIC WORKS DIRECTOR ONE WEEK IN ADVANCE FOR REVIEW AND APPROVAL.
- APPROPRIATE EMERGENCY AGENCIES SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO ANY CLOSING OF STREETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SURVEYING AND LAYOUT WITH CONTROL PROVIDED BY THE DESIGN ENGINEER OR HIS DESIGNEE.
- THE CONTRACTOR IS RESPONSIBLE FOR QUALITY CONTROL MEASURES SUFFICIENT TO PRODUCE MATERIALS AND WORKMANSHIP OF ACCEPTABLE QUALITY. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN. THE CONTRACTOR AT HIS OWN EXPENSE SHALL PROVIDE AN INDEPENDENT GEOTECHNICAL FIRM TO PERFORM QUALITY CONTROL TESTING SUCH AS SOILS AND CONCRETE TESTING, AND FULL TIME ASPHALTIC CONCRETE LAYDOWN COMPACTION TESTING AND ADEQUATE PLANT CONTROL FOR EACH PAVING DAY. THE CITY, BY SEPARATE CONTRACT, WILL BE RESPONSIBLE FOR QUALITY ASSURANCE TESTING AS IT MAY DEEM NECESSARY.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS OF TESTING AND INSPECTION, INCLUDING THE PRESENCE OF CITY INSPECTORS, REQUIRED AT NIGHT OR ON WEEKENDS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RE-WORK AND/OR REMOVAL AND REPLACEMENT OF ALL MATERIALS REPRESENTED BY FAILING TESTS OR SUBSTANDARD WORKMANSHIP.
- THE CONTRACTOR SHALL IMPLEMENT BEST-HOUSE-KEEPING MEASURES, AND EROSION AND SEDIMENT CONTROL MEASURES, TO PREVENT THE TRANSPORT OF CONSTRUCTION MATERIALS INTO DRAINAGE INLETS, STORM DRAIN MANHOLES, UTILITY STRUCTURES, OR ONTO ADJACENT STREETS AND PROPERTIES.
- APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL THE WRITTEN FINAL ACCEPTANCE OF A COMPLETE AND WORKABLE UNIT.
- ALL OBSTRUCTIONS IN THE RIGHT OF WAY SHALL BE REMOVED BEFORE ANY CONSTRUCTION IS PERMITTED.
- REMOVAL OF STRUCTURES AND OBSTRUCTIONS AS NECESSARY TO COMPLETE THE WORK, OTHER THAN SPECIFICALLY SCHEDULED IN THE BID, IS INCIDENTAL TO THE CONTRACT. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR UNSCHEDULED REMOVAL ITEMS WILL BE MADE.
- CLEARING AND GRUBBING CONSIDERED TO THE WORK UNLESS SPECIFICALLY IDENTIFIED IN THE BID SCHEDULE. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR CLEARING AND GRUBBING, AND TREE REMOVAL, WILL BE MADE. THE SITE OF ALL EXCAVATION, EMBANKMENTS, AND FILLS SHALL FIRST BE CLEARED OF STUMPS, TRASH, WEEDS, RUBBISH, TOPSOIL, AND LOOSE BOULDERS WHICH SHALL BE REMOVED AND DISPOSED OF PRIOR TO BIDDING THE CONTRACTOR MUST SATISFY HIMSELF REGARDING THE CHARACTER OF THE SUBSOILS TO INCLUDE THE AMOUNT OF LOAM, CLAY, SAND, QUICKSAND, HARDPAN, GRAVEL, ROCK, WATER, AND ALL OTHER MATERIAL TO BE ENCOUNTERED AND WORK TO BE PERFORMED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION OF EXISTING PROPERTIES AND IMPROVEMENTS. ANY ITEMS DAMAGED BY THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED IN KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL KEEP SUITABLE EQUIPMENT ON HAND AT THE JOBSITE FOR MAINTENANCE DUST CONTROL, AND SHALL CONTROL DUST AS DIRECTED BY THE APPROPRIATE AGENCY.
- STREET AND TRAFFIC SIGNS SHALL BE RELOCATED BY THE CONTRACTOR IF NECESSARY, AT THE DIRECTION OF THE PUBLIC WORKS DIRECTOR.
- BACKFILL COMPACTION SHALL BE TYPE 1 (MAG, SECTION 601) UNLESS OTHERWISE NOTED PER GES AND COP TECH. SPECS.
- AGGREGATE BASE COURSE SHALL NOT BE PLACED ON SUBGRADE UNTIL SUBGRADE REQUIREMENTS HAVE BEEN ACHIEVED.
- NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UNDERGROUND UTILITIES WITHIN THE ROADWAY PRISM ARE VERIFIED FOR DETAIL CONFORMANCE, COMPLETED AND TESTED (TO INCLUDE BUT NOT LIMITED TO) SEWER TESTING, LOW AIR TESTING OF MAIN LINE AND SERVICES, TRACE WIRE TESTING, DEFLECTION TESTING AND VERIFICATION OF MANHOLES CONFORMING TO COP DETAIL 420P. WATER TESTING CHLORINATION/DISINFECTING OF MAIN LINE AND SERVICES, PRESSURE TESTING, TRACE WIRE TESTING AND VERIFICATION OF VALVE BOXES CONFORMING TO COP DETAIL 391P.
- ALL UTILITY FRAMES, COVERS, VALVE BOXES, MANHOLES, ETC. SHALL BE ADJUSTED TO FINISH ASPHALT GRADE AFTER PLACEMENT OF SURFACE COURSE BY THE CONTRACTOR PER COP STANDARD DETAILS.
- ACCEPTANCE OF THE COMPLETED PAVING STRUCTURES WILL NOT BE GIVEN UNTIL REPRODUCIBLE "AS-BUILT" PLANS HAVE BEEN SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE CITY.
- ALL CONCRETE TO BE AT LEAST 4000 PSI CLASS "AA" PORTLAND CEMENT CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE PLANS, SPECIFICATIONS, AND IN STANDARD DETAILS.
- EDGES OF CONCRETE STRUCTURES TO HAVE A ¾" CHAMFER, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- CONCRETE SURFACES TO HAVE A BROOM FINISH UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL EXPANSION JOINTS TO BE SEALED WITH ½" EXPANSION JOINT, PRE-FORMED JOINT FILLER AND SEALER, IN ACCORDANCE WITH MAG SECTION 729.
- DRIVEWAY ENTRANCES WILL BE LOCATED AS SPECIFIED ON THE PLANS UNLESS MODIFIED IN THE FIELD BY THE ENGINEER. ALL DRIVEWAY ENTRANCES SHALL BE CONSTRUCTED OVER 6" THICK AGGREGATE BASE COURSE PER MAG SPECIFICATION 702 AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY, UNLESS OTHERWISE NOTED.
- ALL DISTURBED FENCES SHALL BE REPLACED IN KIND. CONTRACTOR SHALL EXTEND FENCE REPLACEMENT TO THE CLOSEST UPRIGHT SUPPORT NECESSARY FOR STABILITY.
- MAILBOXES SHALL BE REMOVED AND REINSTALLED AS DIRECTED BY THE U.S. POSTAL SERVICE AND THE CITY OF PRESCOTT TEMPORARY LOCATIONS SHALL BE PER U.S.P.S.
- NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT, AND SIDEWALKS HAVE BEEN SWEEP CLEAN OF ALL DIRT AND DEBRIS.
- THE CONTRACTOR SHALL WARRANT ALL WORK FOR A MINIMUM TWO YEAR PERIOD AFTER FORMAL ACCEPTANCE OF THE WORK BY THE CITY.

GRADING AND DRAINAGE NOTES

- ALL GRADING SHALL CONFORM TO THE CURRENT CITY ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE, AND TOWN OF CHINO VALLEY LAND DEVELOPMENT CODE (REFERENCE CITY OF PRESCOTT STANDARD SECTIONS).
- ALL PROVISIONS OF THE PRELIMINARY SOILS REPORT PREPARED BY ETC, DATED 6-14-2021 SHALL BE COMPLIED WITH DURING OPERATIONS.
- THIS PLAN IS FOR GRADING PURPOSES ONLY. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF DRIVEWAY LOCATIONS OR SIZES, PARKING LOT LAYOUT, SEWER AND WATER FACILITIES, BUILDING LOCATIONS, OFF-SITE DRAINAGE FACILITIES OR OTHER ITEMS NOT RELATED DIRECTLY TO THE BASIC GRADING OPERATION.
- CERTIFICATION FROM THE REGISTERED CIVIL ENGINEER AND SOILS/GEOLOGICAL ENGINEER STATING THAT THE ROUGH GRADING HAS BEEN COMPLETED PER THE APPROVED PLAN, AND A COMPACTION REPORT FROM THE SOILS ENGINEER ON ANY FILL AREAS THAT ARE REQUIRED SHALL BE PROVIDED PRIOR TO BUILDING PERMITS BEING ISSUED.
- PARTIES NAMED ON ADEQ'S NOTICE OF INTENT (N.O.I.) ARE RESPONSIBLE FOR EROSION, DUST, MUD, SILT, DEBRIS, AND TEMPORARY DRAINAGE CONTROL DURING GRADING OPERATIONS AND MAY BE REQUIRED TO PROVIDE A SWPPP.
- ANY ON-SITE RETAINING WALLS WILL REQUIRE APPROVAL AS PART OF THESE PLANS. ANY NECESSARY RETAINING WALLS ON THE PERIMETER OF THIS SITE MAY BE REQUIRED TO BE IN PLACE AND APPROVED BY THE CITY BUILDING DEPARTMENT PRIOR TO THE START OF GRADING. A SEPARATE PLAN WITH REQUIRED STRUCTURAL CALCULATIONS MAY BE REQUESTED FOR RETAINING WALLS.
- ANY INFRASTRUCTURE CONSTRUCTED IN THE PUBLIC RIGHT OF WAY WILL REQUIRE SEPARATE PLAN APPROVAL AND INSPECTION FROM THE TOWN ENGINEER.
- ANY WALLS, FENCES, STRUCTURES AND/OR APPURTENANCES ADJACENT TO THIS PROJECT SHALL BE PROTECTED IN PLACE. IF GRADING OPERATIONS DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY, THE CONTRACTOR AND/OR DEVELOPER IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNER(S).
- THE CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR ENSURING THAT RETAINING WALLS DO NOT INTERFERE WITH PROVISION OF UTILITIES. WALLS MUST BE CONSTRUCTED ON SITE AND OUTSIDE OF THE RIGHT OF WAY. THIS SHALL INCLUDE THE FOOTINGS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT COMPACTION HAS BEEN ATTAINED ON THE ENTIRE GRADING SITE IN ACCORDANCE WITH THE GENERAL ENGINEERING PLAN, INCLUDING FILL AREAS OUTSIDE THE BUILDING PADS AND ON ALL FILL SLOPES, AND SHALL BE CERTIFIED BY THE SOIL'S ENGINEER.
- TOWN APPROVAL OF PLANS DOES NOT RELEASE THE DEVELOPER FROM THE RESPONSIBILITY FOR CORRECTION OR ERROR OR OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CALL THE TOWN ENGINEER'S OFFICE AT (928) 636-7140 FOR ANY REQUIRED CIVIL INSPECTION 24 HOURS PRIOR TO PERFORMING ANY WORK. WORK PERFORMED WITHOUT CALLING FOR INSPECTION MAY BE REJECTED AND, IF REJECTED, SHALL BE REMOVED SOLELY AT THE CONTRACTOR'S EXPENSE.
- NO GRADING SHALL COMMENCE WITHOUT OBTAINING A GRADING PERMIT AND NOTIFYING THE TOWN OF CHINO VALLEY OR DEVELOPER'S GRADING INSPECTOR TO SCHEDULE A PREGRADING MEETING TWO WORKING DAYS PRIOR TO THE START OF WORK.
- PRIOR TO THE START OF GRADING ALL SWPPP MEASURES SHALL BE IN PLACE, ALL DEBRIS, INCLUDING EXISTING STRUCTURES, FOOTINGS, FOUNDATIONS AND RUBBLE SHALL BE REMOVED FROM THE SITE TO THE SATISFACTION OF THE SOIL'S ENGINEER.
- IF REQUIRED, ALL EXISTING DEBRIS, ANY EXISTING FILL OR DISTURBED NATURAL SOILS SHALL BE EXCAVATED TO THE SATISFACTION OF THE SOIL'S ENGINEER.
- THE EXPOSED SOILS SHALL THEN BE INSPECTED BY THE SOILS ENGINEER, AND ANY ADDITIONAL OVER-EXCAVATION SHALL THEN BE MADE IN ACCORDANCE WITH THE SOILS ENGINEER'S RECOMMENDATIONS AND AS CONTAINED IN THE SOIL'S REPORT.
- THE EXPOSED SOILS SHALL THEN BE SCARIFIED TO PROVIDE A BOND WITH NEW FILL, BROUGHT TO PROPER MOISTURE CONTENT AND COMPACTED TO AT LEAST 90% OF THE MAXIMUM DENSITY, AS DETERMINED BY ASTM D1557-78 OR EQUIVALENT COMPACTION SHALL BE OBTAINED BY METHODS SPECIFIED BY THE SOILS ENGINEER. ROAD PRISM SUBGRADE SHALL BE COMPACTED TO AT LEAST 95% STANDARD OR MODIFIED PER SOILS ENGINEER'S RECOMMENDATIONS.
- THE SOILS AND DESIGN ENGINEER OF RECORD SHALL ALSO BE RESPONSIBLE TO INSPECT, VERIFY AND REPORT THAT PROPER COMPACTION HAS BEEN OBTAINED BY EARTHWORK CONTRACTOR OR SUBCONTRACTOR AND PRIVATE UTILITY FRANCHISES CONCERNING UTILITY LINE BACKFILL, TO INCLUDE ELECTRICAL, GAS, CABLE, FIBEROPTIC AND LANDSCAPE IRRIGATION LINES. ADDITIONALLY, WATER AND SEWER LINES TO BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH GENERAL ENGINEERING REQUIREMENTS SECTION AND DETAILING ANY SUCH BACKFILL.
- AN AS-GRADED GRADING PLAN AND THE CERTIFICATION OF COMPLIANCE FORMS FOR SAID GRADING PLAN WITH THE PROPER STAMPS AND SIGNATURES ARE TO BE SUBMITTED TO THE TOWN ENGINEER PRIOR TO RELEASE OF GRADING BOND AND PRIOR TO FINAL GRADING INSPECTION. BUILDING PAD CERTIFICATION SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT WHEN REQUESTED.
- NO FILL SHALL BE PLACED UNTIL STRIPPING OF VEGETATION, REMOVAL OF UNSUITABLE SOILS, AND INSTALLATION OF SUBDRAINS (IF ANY) HAVE BEEN INSPECTED AND APPROVED BY THE SOILS ENGINEER.
- ENGINEER MUST SET GRADE STAKES FOR ALL DRAINAGE DEVICES AND OBTAIN INSPECTION BEFORE POURING.
- GRADING SHALL NOT BE STARTED WITHOUT FIRST NOTIFYING TOWN PUBLIC WORKS INSPECTION DEPARTMENT. A PRE-GRADING MEETING ON THE SITE IS REQUIRED BEFORE BEGINNING GRADING ACTIVITIES BY THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOIL ENGINEER/GEOLOGIST, PUBLIC WORKS INSPECTOR, AND WHEN REQUIRED, THE ARCHAEOLOGIST AND PALEONTOLOGIST. THE REQUIRED INSPECTIONS FOR GRADING WILL BE EXPLAINED AT THE PRE-CONSTRUCTION MEETING.
- ALL EXISTING FILLS SHALL BE APPROVED AND CERTIFIED BY THE SOILS ENGINEER OR REMOVED PRIOR TO PLACING ADDITIONAL FILLS.
- ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE SOIL ENGINEER.
- THE COMPACTION REPORT FROM THE SOILS ENGINEER SHALL INDICATE THE TYPE OF FIELD TESTING PERFORMED. EACH TEST SHALL BE IDENTIFIED WITH THE METHOD OF OBTAINING THE IN-PLACE DENSITY, WHETHER SAND CONE OR NUCLEAR GAUGE, AND SHALL BE SO NOTED FOR EACH TEST.
- EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE SHOWN CLEARLY ON APPROVED PLANS.
- ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN OPEN UNTIL FACILITIES TO HANDLE STORM WATER ARE APPROVED AND FUNCTIONAL; HOWEVER, IN ANY CASE, THE PERMITTEE SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.

FIRE LANE NO PARKING DETAIL



TYPICAL PAVEMENT STRUCTURAL SECTION
INTERNAL PARKING AND DRIVEWAY

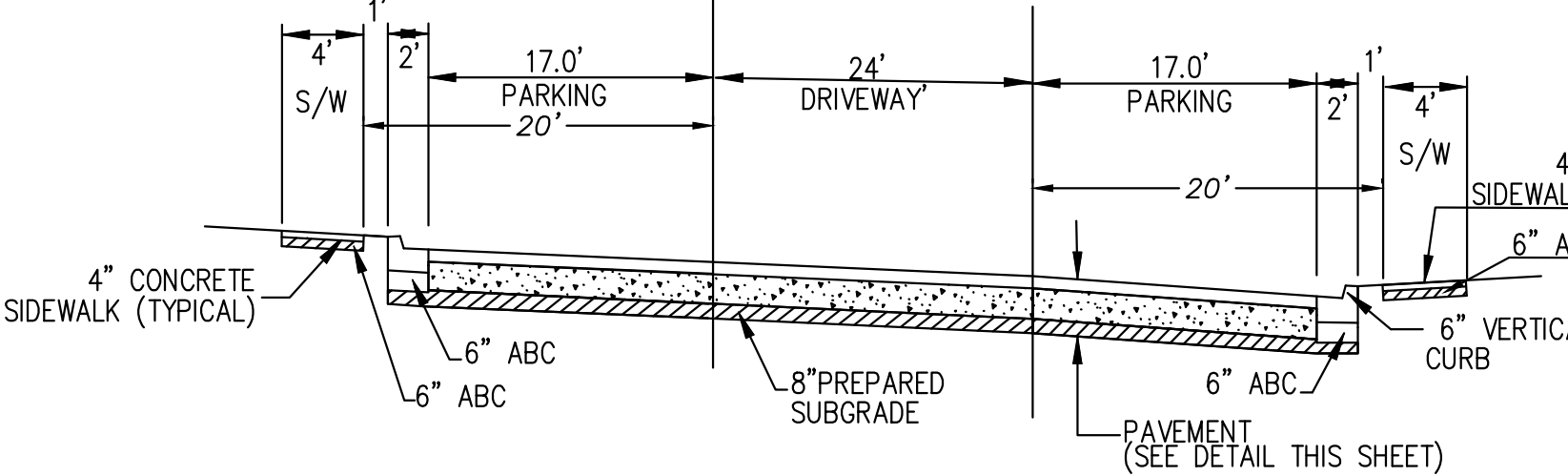
- Sign face shall have a white reflective background with a red legend. (Example) 3M Scotchlite sign face number R7-32 or equivalent with red screen printed letters.
- Thickness of sign shall be .080 of Aluminum construction.
- Signs shall be posted at a distance no greater than 100 feet on commercial projects and 300 in residential subdivisions.
- Signs shall be mounted at 7 feet from bottom of sign to grade.
- Standard Post shall be 10 foot U channels post 2 lbs. per foot.
- Signs shall be mounted with ¼ carriage bolts nuts and flat washers.
- Bend bolts on backside of signs to prevent tampering.
- Signs shall face the normal direction of traffic.

WATER PLAN GENERAL NOTES

- ALL WORK SHALL CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG), & TOWN OF CHINO VALLEY CONSTRUCTION STANDARDS & SPECIFICATIONS, WHICH ARE ON FILE IN THE OFFICE OF THE TOWN ENGINEER.
- ALL EXISTING FRAMES, COVERS, VALVE BOXES, & MANHOLES SHALL BE EITHER REPLACED OR ADJUSTED TO FINISH GRADE DEPENDING ON PLAN CALL OUT UPON COMPLETION OF PAVING, UTILITY, OR RELATED CONSTRUCTION.
- ANY QUANTITIES SHOWN ON PLANS ARE NOT VERIFIED BY THE PUBLIC WORKS UTILITIES DIRECTOR.
- ACCEPTANCE OF THE COMPLETED WORK WILL NOT BE GIVEN UNTIL 3 MIL MYLAR & CAD FORMAT DIGITAL "AS-BUILT" PLANS ON TOWN OF CHINO VALLEY SURVEY DATUM & COORDINATES HAVE BEEN SUBMITTED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
- TOWN OF CHINO VALLEY PUBLIC WORKS UTILITIES SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO THE START OF ANY WORK.
- ALL WORK & MATERIALS WHICH DO NOT CONFORM TO THE SPECIFICATIONS ARE SUBJECT TO REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- ANY WORK PERFORMED WITHOUT THE KNOWLEDGE OF THE TOWN INSPECTOR OR HIS REPRESENTATIVE IS SUBJECT TO REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE SUFFICIENT MEN, EQUIPMENT, & MATERIAL ON THE JOB AT ALL TIMES DURING CONSTRUCTION TO COMPLY WITH SPECIFICATIONS & TO COMPLETE THE WORK.
- CIP INSPECTION TO BE DONE BY THE TOWN OF CHINO VALLEY PUBLIC WORKS DEPARTMENT OR THEIR REPRESENTATIVE. PRIVATE DEVELOPMENTS SHALL PROVIDE FOR INDEPENDENT 3RD PARTY INSPECTIONS.
- CONTRACTOR TO NOTIFY PROJECT ENGINEER 72 HOURS (3 WORKING DAYS) IN ADVANCE OF CONSTRUCTION TO SCHEDULE CONSTRUCTION CONTROL STAKING.
- THE CONTRACTOR IS TO UNCOVER ALL EXISTING LINES BEING TIED INTO AND VERIFY GRADES, MATERIAL, SIZE & ELEVATIONS BEFORE COMMENCING CONSTRUCTION & ORDERING MATERIALS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND PIPELINES, TELEPHONE & ELECTRICAL CONDUITS & STRUCTURES IN ADVANCE OF ANY CONSTRUCTION & OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO SUCH. THE ENGINEER &/OR OWNER WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS, OR THOSE OMITTED FROM SAME.
- CONTRACTOR SHALL NOTIFY 'BLUE STAKE' AT 1-800-STAKEIT (1-800-782-5348) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN & MAKE HIS BID BASED UPON THOSE VERIFICATIONS. IF ANY DISCREPANCY IN QUANTITIES IS FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS SUCH.
- ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS MUST BE COMPLIED WITH.
- ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS SHALL APPLY WHEN MORE STRINGENT THAN THE MAG OR QUAD CITY STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- ALL PLANS SIGNED BY THE CITY ARE NULL & VOID ONE YEAR FROM DATE OF SIGNATURE IF CONSTRUCTION HAS NOT STARTED AND/OR IS NOT ACTIVELY PROGRESSING.
- PROJECT CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TRAFFIC CONTROL PLANS WHICH SHALL BE MADE A PART OF THE PLAN REVIEW REQUEST TO THE CITY ENGINEER FOR APPROVAL.
- ALL WATER LINES & APPURTENANCES SHALL BE PROVIDED WITH TRACE WIRE PER QUAD CITY STANDARD DETAIL 104. TRACE WIRE SHALL BE SUBJECT TO A TRAFFIC CONTROL TEST. IF ANY DEFICIENCIES SHALL BE CORRECTED PRIOR TO PAVING. THE TRACE WIRE SHOULD BE TESTED AND SUBMITTED AS A PACKAGE WITH THE TESTING PACKET.
- WATER-SEWER SEPARATION SHALL BE PURSUANT TO AAC R-18-5-502C.
- WATER MAINS SHALL BE SUBJECT TO A PRESSURE & LEAKAGE TEST IN ACCORDANCE WITH AWWA C-600 STANDARD.
- WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH ADEQ ENGINEERING BULLETIN NO. 8 "DISINFECTION OF WATER SYSTEMS".
- OPERATION OF VALVES TO BE DONE BY TOWN PERSONNEL ONLY.
- DUCTILE IRON PIPE TO BE INSTALLED PER MANUFACTURER'S REQUIREMENTS. ALL MATERIALS USED IN THE INSTALLATION OF DUCTILE IRON PIPE SHALL BE PURSUANT TO AAC R-18-4.
- ALL MATERIALS & PRODUCTS THAT COME INTO CONTACT WITH DRINKING WATER OR DRINKING WATER TREATMENT CHEMICALS MUST COMPLY WITH NSF STANDARD 61. ANY 'OR EQUAL' SUBSTITUTION SHALL ALSO MEET NSF STANDARD 61.
- ALL TRENCHES & BEDDING SHALL BE PER COP DETAIL 200P & TECHNICAL SPECIFICATIONS.
- ALL MATERIALS USED IN THE INSTALLATION OF WATER MAINS SHALL BE PURSUANT TO AAC R-18-4 & SHALL BE NSF APPROVED FOR POTABLE WATER.
- ALL REVISIONS TO ORIGINAL PLANS MUST BE APPROVED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION.
- ALL DUCTILE IRON, COPPER, & BRASS FITTINGS SHALL BE ENCASED IN POLYETHYLENE PROTECTIVE WRAPPING IN ACCORDANCE WITH MAG SECTION 610.5 UNLESS COUNTERINDICATED BY GEOTECHNICAL CORROSIIVITY TESTING OF BEDDING AND SHADING MATERIALS & APPROVED BY THE PUBLIC WORKS DIRECTOR.
- WASEL LINES SHALL BE INSTALLED WITH MECHANICAL RESTRAINTS WHERE JOINT RESTRAINTS IS REQUIRED.
- WATER SERVICE INTERRUPTION NOTICES SHALL BE GIVEN TO AFFECTED RESIDENTS BY THE CONTRACTOR AT HIS EXPENSE. ADVANCE NOTIFICATION REQUIREMENTS MUST BE APPROVED BY THE PUBLIC WORKS DIRECTOR PRIOR TO SCHEDULING A SHUTDOWN.
- WATER MAIN TAPS, SERVICE TAPS, SHUTDOWN REQUESTS, AND METER REQUESTS MUST BE INITIATED WITH THE TOWN INSPECTOR A MINIMUM OF 5 WORKING DAYS IN ADVANCE.

EROSION AND SEDIMENTATION CONTROL NOTES

- A COPY OF THE APPROVED GRADING AND DRAINAGE PLAN FOR THIS PROJECT AND EROSION AND SEDIMENT CONTROL (ESC) PLAN OR STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE MAINTAINED ON THE SITE AND AVAILABLE FOR REVIEW. THOSE ELEMENTS OF THE GRADING AND DRAINAGE PLAN PERTINENT TO OR REFERENCED ON THE SWPPP SHALL BE CONSIDERED A PART OF THE SWPPP.
- THE ESC/SWPPP AND RELATED RECORDS MUST BE MADE AVAILABLE UPON REQUEST TO ADEQ AND THE TOWN OF CHINO VALLEY.
- THE IMPLEMENTATION OF THESE PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE FACILITIES IS THE RESPONSIBILITY OF THE PERMITTEE/CONTRACTOR UNTIL ALL CONSTRUCTION IS APPROVED AND A NOTICE OF TERMINATION HAS BEEN SUBMITTED.
- THE SCHEMATIC EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE A MINIMUM. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEANS TO PROTECT EXISTING FACILITIES AND ADJACENT PROPERTIES FROM NOISE, DUST, AND STORM WATER RUNOFF THROUGHOUT CONSTRUCTION OF THE PROJECT AND BUILDINGS ON LOTS, AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM WATER WILL BE CONTAINED ON SITE OR CHanneled INTO A STORM DRAIN SYSTEM, PROVIDED THAT IT IS FREE FROM POLLUTANTS AND DEBRIS.
- CONTRACTOR SHALL PERMANENTLY STABILIZE ALL DISTURBED SLOPES AS STATED ON APPROVED CONSTRUCTION PLANS. ALL EROSION CONTROL STRUCTURES SHALL REMAIN IN PLACE UNTIL EXPOSED SLOPES HAVE BEEN PERMANENTLY STABILIZED.
- CONTRACTOR SHALL TAKE MEASURES TO PREVENT OR MINIMIZE THE GENERATION, EMISSION AND/OR TRANSPORT OF FUGITIVE DUST FROM CONSTRUCTION ACTIVITIES.
- THIS PLAN SHALL BE IN EFFECT UNTIL ALL DISTURBED AREAS ARE PERMANENTLY STABILIZED, TRANSFERRED TO NEW OWNERSHIP, OR DEVELOPED UNDER FUTURE PLANS WITH A NEW NOTICE OF INTENT (NOI), SWPPP, AND PERMIT. ONCE THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS MET THE FINAL STABILIZATION REQUIREMENTS OF THE PERMIT, THE AUTHORIZED SITE REPRESENTATIVE MAY FILE A NOTICE OR TERMINATION (NOT) WITH ADEQ, WITH A COPY SUBMITTED TO THE TOWN OF CHINO VALLEY ENGINEERING DIVISION TO TERMINATE COVERAGE UNDER THE PERMIT.
- A CONCRETE WASHOUT SHALL BE INSTALLED FOR ALL PROJECTS THAT PROPOSE CONCRETE TO BE MIXED ON SITE OR BE DELIVERED FROM A BATCH PLANT. THE CONCRETE WASHOUT SHALL BE LOCATED A MINIMUM OF FIFTY (50) FEET FROM ANY DRAINAGE INFRASTRUCTURE OR NATURAL DRAINAGE FEATURES OR WATER BODIES AND INCORPORATE AN IMPERMEABLE LINER TO CONTAIN THE REQUIRED VOLUME. ALL DRIED CONCRETE WASTE SHALL BE BROKEN INTO MANAGEABLE PIECES AND DISPOSED OF OFF-SITE AT AN APPROVED FACILITY.



ONSITE PAVING DETAIL

WASTEWATER PLAN GENERAL NOTES

- ALL WORK SHALL CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG), & TOWN OF CHINO VALLEY CONSTRUCTION STANDARDS & SPECIFICATIONS, WHICH ARE ON FILE IN THE OFFICE OF THE TOWN ENGINEER.
- ALL EXISTING FRAMES, COVERS, VALVE BOXES, & MANHOLES SHALL BE EITHER REPLACED OR ADJUSTED TO FINISH GRADE DEPENDING ON PLAN CALL OUT UPON COMPLETION OF PAVING, UTILITY, OR RELATED CONSTRUCTION.
- ANY QUANTITIES SHOWN ON PLANS ARE NOT VERIFIED BY THE PUBLIC WORKS UTILITIES DIRECTOR.
- ACCEPTANCE OF THE COMPLETED WORK WILL NOT BE GIVEN UNTIL 3 MIL MYLAR & CAD FORMAT DIGITAL "AS-BUILT" PLANS ON TOWN OF CHINO VALLEY SURVEY DATUM & COORDINATES HAVE BEEN SUBMITTED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
- TOWN OF CHINO VALLEY PUBLIC WORKS UTILITIES SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO THE START OF ANY WORK.
- ALL WORK & MATERIALS WHICH DO NOT CONFORM TO THE SPECIFICATIONS ARE SUBJECT TO REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- ANY WORK PERFORMED WITHOUT THE KNOWLEDGE OF THE TOWN INSPECTOR OR HIS REPRESENTATIVE IS SUBJECT TO REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE SUFFICIENT MEN, EQUIPMENT, & MATERIAL ON THE JOB AT ALL TIMES DURING CONSTRUCTION TO COMPLY WITH SPECIFICATIONS & TO COMPLETE THE WORK.
- CIP INSPECTION TO BE DONE BY THE TOWN OF CHINO VALLEY PUBLIC WORKS DEPARTMENT OR THEIR REPRESENTATIVE. PRIVATE DEVELOPMENTS SHALL PROVIDE FOR INDEPENDENT 3RD PARTY INSPECTIONS.
- CONTRACTOR TO NOTIFY PROJECT ENGINEER 72 HOURS (3 WORKING DAYS) IN ADVANCE OF CONSTRUCTION TO SCHEDULE CONSTRUCTION CONTROL STAKING.
- THE CONTRACTOR IS TO UNCOVER ALL EXISTING LINES BEING TIED INTO AND VERIFY GRADES, MATERIAL, SIZE & ELEVATIONS BEFORE COMMENCING CONSTRUCTION & ORDERING MATERIALS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND PIPELINES, TELEPHONE & ELECTRICAL CONDUITS & STRUCTURES IN ADVANCE OF ANY CONSTRUCTION & OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO SUCH. THE ENGINEER &/OR OWNER WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS, OR THOSE OMITTED FROM SAME.
- CONTRACTOR SHALL NOTIFY 'BLUE STAKE' AT 1-800-STAKEIT (1-800-782-5348) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN & MAKE HIS BID BASED UPON THOSE VERIFICATIONS. IF ANY DISCREPANCY IN QUANTITIES IS FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS SUCH.
- ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS MUST BE COMPLIED WITH.
- ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS SHALL APPLY WHEN MORE STRINGENT THAN THE MAG OR TOWN OF CHINO VALLEY STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS SHALL APPLY WHEN MORE STRINGENT THAN THE MAG OR TOWN OF CHINO VALLEY STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. MORE SPECIFICALLY WHERE THEY PERTAIN TO MAXIMUM ALLOWABLE SEWER LINE/PRESSURE, SEWER LINE EXFILTRATION-INFILTRATION RATES.
- ALL PLANS SIGNED BY THE TOWN ARE NULL & VOID ONE YEAR FROM DATE OF SIGNATURE IF CONSTRUCTION HAS NOT STARTED AND/OR IS NOT ACTIVELY PROGRESSING.
- PROJECT CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TRAFFIC CONTROL PLANS WHICH SHALL BE MADE A PART OF THE PLAN REVIEW REQUEST TO THE CITY ENGINEER FOR APPROVAL.
- WATER-SEWER SEPARATION SHALL BE PURSUANT TO AAC R-18-5-502C.
- ALL TRENCHES & BEDDING SHALL BE PER COP DETAIL 200P & TECHNICAL SPECIFICATIONS.
- ALL REVISIONS TO ORIGINAL PLANS MUST BE APPROVED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION. ANY UNAPPROVED REVISIONS ARE SUBJECT TO REMOVAL & REPLACEMENT AT CONTRACTOR'S EXPENSE.
- SEWER FORCE MAIN LINES SHALL BE DESIGNED AND CONSTRUCTED OF A MATERIAL SUITABLE FOR SANITARY SEWER PRESSURE PIPE AS APPROVED BY THE CITY ENGINEER. SEWER LINES SHALL BE PRESSURE TESTED TO A MINIMUM OF 50 PSI ABOVE DESIGN WORKING PRESSURE AT THE LOWEST POINT IN THE SYSTEM FOR A MINIMUM OF 4 HOURS IN ACCORDANCE WITH AAC R18-9.
- SEWER LINE LOW PRESSURE AIR TESTS SHALL BE DONE ON 100% OF ALL LINES AFTER PLACEMENT OF BACKFILL TO PAVEMENT SUBGRADE. TEST EACH SEGMENT OF THE SEWER LINE FOR LEAKAGE USING THE APPLICABLE METHOD BELOW AND RECORD THE RESULTS:
23A. "STANDARD TEST METHOD FOR INSTALLATION OF ACCEPTANCE OF PLASTIC GRAVITY SEWER LINES USING LOW-PRESSURE AIR, F1417-92(1998)" PUBLISHED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
- SEWER MANHOLES EXFILTRATION TESTS SHALL BE DONE ON 100% OF ALL MANHOLES. VACUUM TESTING IN ACCORDANCE WITH CITY STANDARDS MAY BE USED IN LIEU OF EXFILTRATION TEST. THE CONTRACTOR SHALL TEST EACH MANHOLE USING ONE OF THE FOLLOWING TEST PROTOCOLS:
24A. WATER TIGHTNESS TESTING BY FILLING THE MANHOLE WITH WATER. THE CONTRACTOR SHALL ENSURE THAT THE DROP IN WATER LEVEL FOLLOWING PRESOAKING DOES NOT EXCEED 0.00034 OF THE TOTAL MANHOLE VOLUME PER HOUR.
24B. NEGATIVE AIR PRESSURE TESTING USING THE "STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE" (VACUUM) TEST, C1244-02e1(2002), PUBLISHED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS. THIS MATERIAL IS INCORPORATED BY REFERENCE & DOES NOT INCLUDE ANY LATER AMENDMENTS OR EDITIONS OF THE INCORPORATED MATERIAL, & MAY BE VIEWED AT THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, 1110 W. WASHINGTON, PHOENIX, AZ 85007, OR OBTAINED FROM THE AMERICAN SOCIETY FOR TESTING & MATERIALS INTERNATIONAL, 100 BAR HARBOR DRIVE, WEST CONSHOHOCKEN, PA 19428-2959.
- SEWER LINE DEFLECTION TESTS WITH AN APPROPRIATELY SIZED MANDREL SHALL BE DONE ON 100% OF ALL NON-RIGID PIPE LINES.
- THE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL SEWER MAINS AND LATERALS INSTALLED WITHIN THE TOWN'S COLLECTION SYSTEM UTILIZING A SEWER CCTV SYSTEM AFTER COMPLETE BACKFILL AND COMPACTION BUT BEFORE INSTALLING ANY PORTION OF THE PAVEMENT STRUCTURAL SECTION. THE INSPECTION SHALL COMPLY WITH THE TOWN'S VIDEO ACCEPTANCE PROCEDURE. THE CONTRACTOR SHALL PROVIDE 72 HOURS ADVANCE NOTICE FOR TOWN STAFF TO BE PRESENT DURING THE VIDEO OPERATION AND SHALL PROVIDE THE CITY A VIDEO DVD AND HARD COPY OF THE INSPECTION REPORT UPON COMPLETION.
- COVER EACH SEWER LINE WITH AT LEAST 3 FEET OF EARTH COVER MEETING THE REQUIREMENTS "TRENCH EXCAVATION, BACKFILLING, & COMPACTION" (SECTION 601) REVISED 2004, PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS; & "RIGID PIPE BEDDING FOR SANITARY SEWERS" (WWM 104) REVISED JULY 2002, PUBLISHED BY PIMA COUNTY WASTEWATER MANAGEMENT.
- PRESSURE SEWER MAINS AND SERVICE LATERALS (LPS) SHALL BE SUBJECT TO A PRESSURE & LEAKAGE TEST IN ACCORDANCE WITH AWWA-C-600 STANDARD. TEST PRESSURE SHALL BE A MINIMUM OF 100 PSI, OR 50 PSI OVER WORKING PRESSURE, WHICHEVER IS GREATER. TESTING SHALL BE DONE AFTER BACKFILL TO SUBGRADE.

NOTE

QUAD CITY STANDARDS AND TOWN OF CHINO VALLEY TECHNICAL SPECIFICATIONS OVERRIDE ANY NOTE ON THIS SHEET IF THERE IS A CONFLICT, OR USE GES STANDARD DETAILS.



ALLEN CONSULTING ENGINEERS, INC.

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323

NOTES

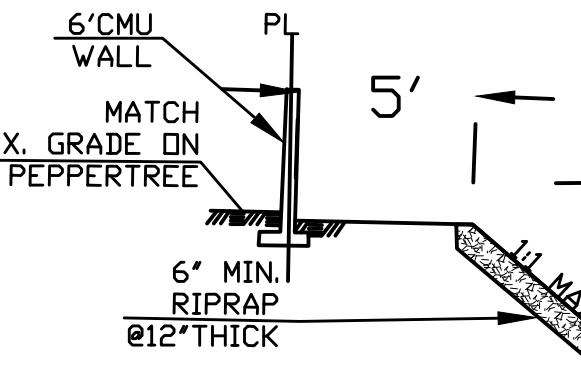
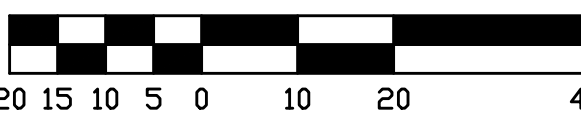
JOB NUMBER	96629	SHEET	2	OF	16
DRAWING	NOTES				
DRAFTSMAN	CHECKED BY			DATE	06-13-2025

HIGHLANDS APARTMENTS

CONSTRUCTION NOTES

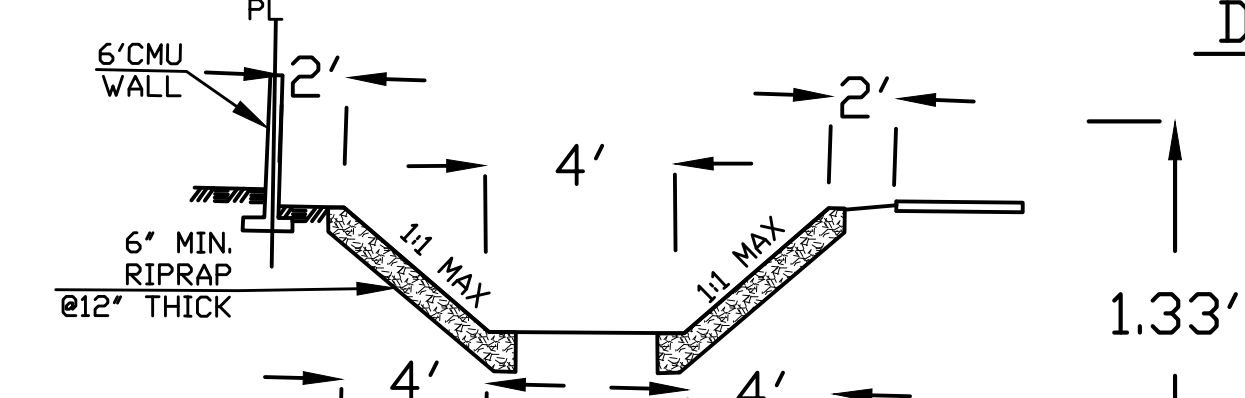
- CONSTRUCT 3" AC ON 9" ABC PER TYPICAL SECTION ON SITE PAVING DETAIL ON SHEET 2.
- ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE PER QCSO 4220.6-TOTAL
- ADJUST FRAME AND COVER TO GRADE PER QCSO 2700.17-TOTAL
- CONSTRUCT 6" VERTICAL CURB AND GUTTER PER QCSO 2200-1 TYPE "A".
- CONSTRUCT 5" CURB AND GUTTER TRANSITION PER QCSO 2210.
- CONSTRUCT CONCRETE SIDEWALK RAMP PER DETAIL "A" WITH 6" ABC COMPACTED TO 95% OF STANDARD PROCTOR & "SALEM RED" COLOR TRUNCATED DOME(3-TOTAL)
- CONSTRUCT 5" PAVEMENT SIDEWALK WITH 6" ABC UNDER SIDEWALK.
- CONSTRUCT CONCRETE SIDEWALK RAMP PER DETAIL "B" WITH 6" ABC COMPACTED TO 95% OF STANDARD PROCTOR & "SALEM RED" COLOR TRUNCATED DOME(4-TOTAL)
- CONSTRUCT CONCRETE APRONS & 3" VALLEY GUTTER, SIZE AS NOTED, PER QCSO 2400-1.
- CONSTRUCT 4" PAVEMENT SIDEWALK PER QCSO 2300 WITH 6" ABC UNDER SIDEWALK.
- INSTALL R1-1 30" x30" STOP SIGN, PER PVD QCSO 1310.
- SAWCUT, REMOVE & REPLACE AC PAVEMENT (IN KIND 137 SY TOTAL)
- CONSTRUCT 2" VALLEY GUTTER PER QCSO 2400-1 MODIFIED TO 2"
- CONSTRUCT 18" TRASH ENCLOSURE, 360 S.F., 4" CONCRETE (4000 PSI ON 6" ABC) AND ROLLING GATE WITH 28 L.F. CMU WALL
- INSTALL TYPE "S" H.D.P.E. STORM DRAIN PIPE PER MAG SPEC. 738, QCSO NO. 200-Q1, SIZE AND LENGTH AS NOTED.
- CONSTRUCT RIPRAP 6" MIN. DIA. AT 12" THICKNESS AND WITH FILTER FABRIC, (25 SY TOTAL) ALL RIPRAP BY LANDSCAPE CONTRACTOR
- INSTALL NO PARKING SIGNS PER QCSO 1310 & DETAIL SHT 2 WITH RED PAINT ON CURB
- INSTALL 6" VALLEY PER QCSO 2400-1 WITH APRONS (633SF + 661 SF=1294SF)
- INSTALL HAND PLACED RIPRAP ON 1:1 SLOPE (ANGULAR STONE AT 6" MINIMUM DIAMETER) ALL RIPRAP BY LANDSCAPE CONTRACTOR
- INSTALL STRAIGHT HEADWALL PER MAG STD DTL 501
- INSTALL 5" CURB TRANSITION FROM 6" - 0" PER MAG STD DTL 2210
- PAINT CURB RED FOR NO PARKING
- ADJUST TRAFFIC RATED BOX TO GRADE

SCALE 1" = 20'

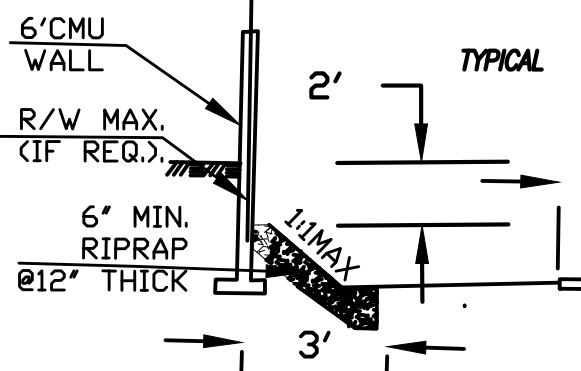
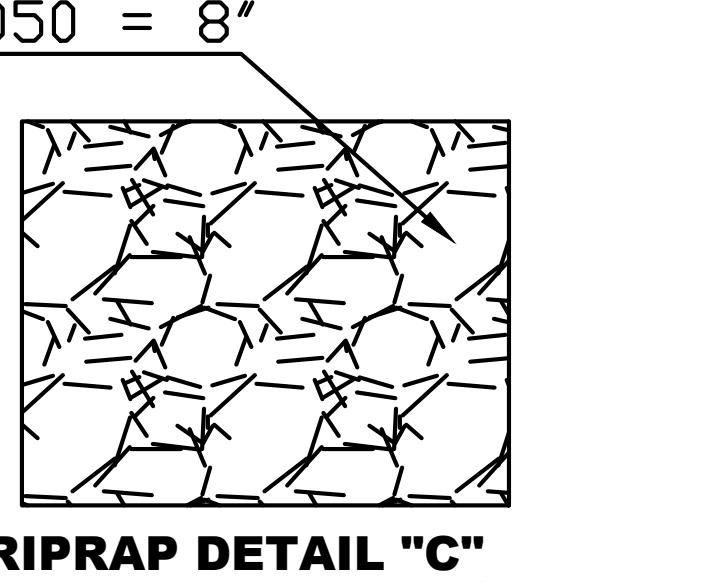


CURB OPENING DETAIL

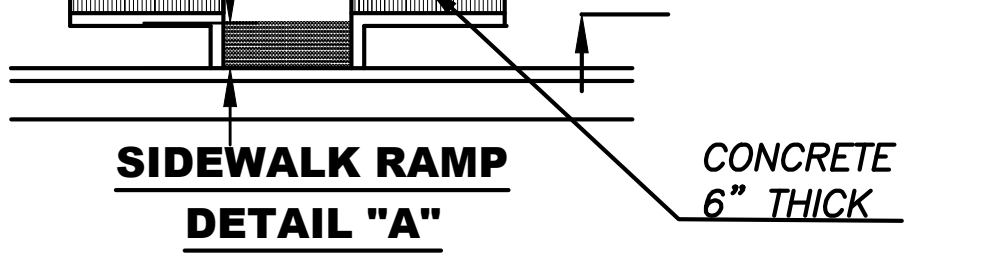
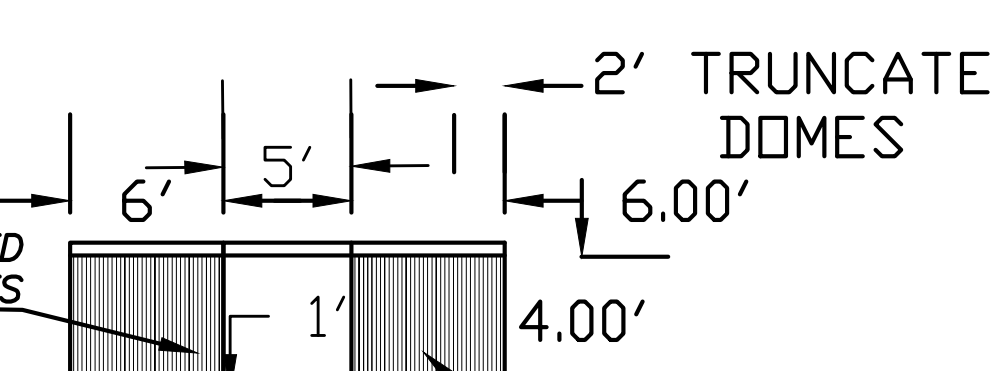
NTS



SECTION A-A



SECTION B-B



SIDEWALK RAMP DETAIL 'A'

SIDEWALK RAMP DETAIL 'B'

CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK

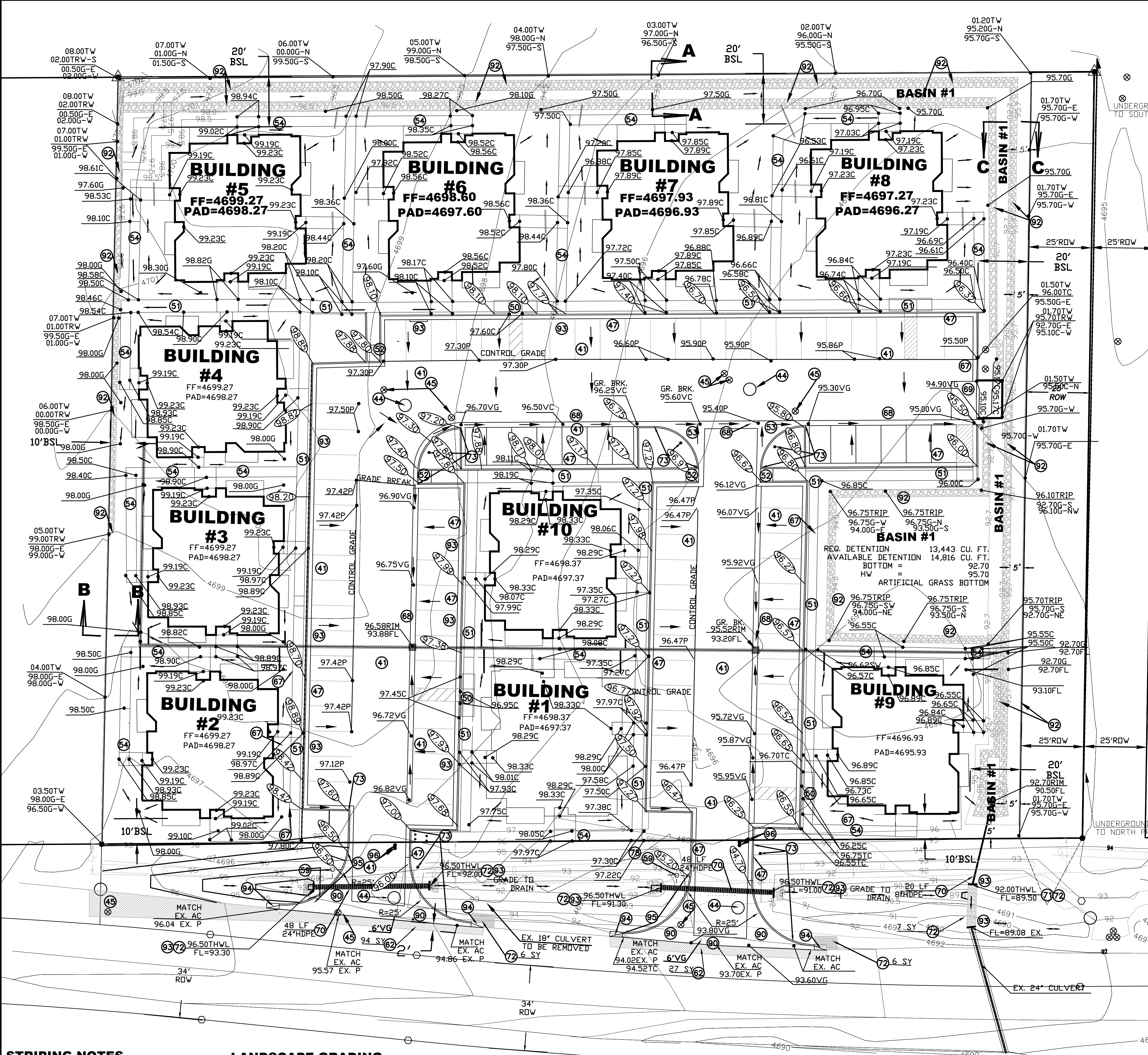
CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK

CONCRETE 6" THICK



STRIPING NOTES

- ALL PARKING STALLS ARE TO BE 10' MINIMUM WIDTH.
- ALL HANDICAP STALLS ARE TO BE 11' MINIMUM WIDTH/5' ACCESS.
- ALL PARKING STRIPES WILL BE 4" WIDE AND WHITE IN COLOR.
- PARKING ACCESSIBILITY SIGN PER ADOT R7-7 OR EQUIVALENT.
- ALL ACCESSIBILITY STALLS SHALL BE MARKED WITH A STANDARD INTERNATIONAL SYMBOL 36" IN WIDTH WITH 4" WIDTH WHITE PAINT.

LANDSCAPE GRADING

ALL LANDSCAPE GRADING ADJACENT TO SIDEWALK SHALL BE LEVEL FOR 1" AND BE GRADED TO MIN. 5" BELOW SIDEWALK AT 3' FROM SIDEWALK.

FROM FINISH FLOOR OF BUILDINGS THE LANDSCAPE GRADING STARTS FROM 5 FEET BELOW FINISH FLOOR AND SLOPES A MINIMUM OF 1" BELOW FINISH FLOOR AND HAVE POSITIVE DRAINAGE TO CATCH BASINS.

SIDEWALK CONSTRUCTION

- ALL SIDEWALK GRADES SHALL BE GRADED TO ADA STANDARDS.
- MAXIMUM GRADE IN DIRECTION OF TRAVEL IS 5%.
- MAXIMUM CROSS SLOPE ON SIDEWALK IS 2%.
- ALL SIDEWALK GRADES MUST BE CHECKED BY CONTRACTOR WITH DIGITAL HAND LEVEL OR EQUIVALENT PRIOR TO POURING ANY CONCRETE.
- ALL HANDICAP ACCESS RAMPS MUST HAVE POSITIVE FLOW OUT OF RAMP.

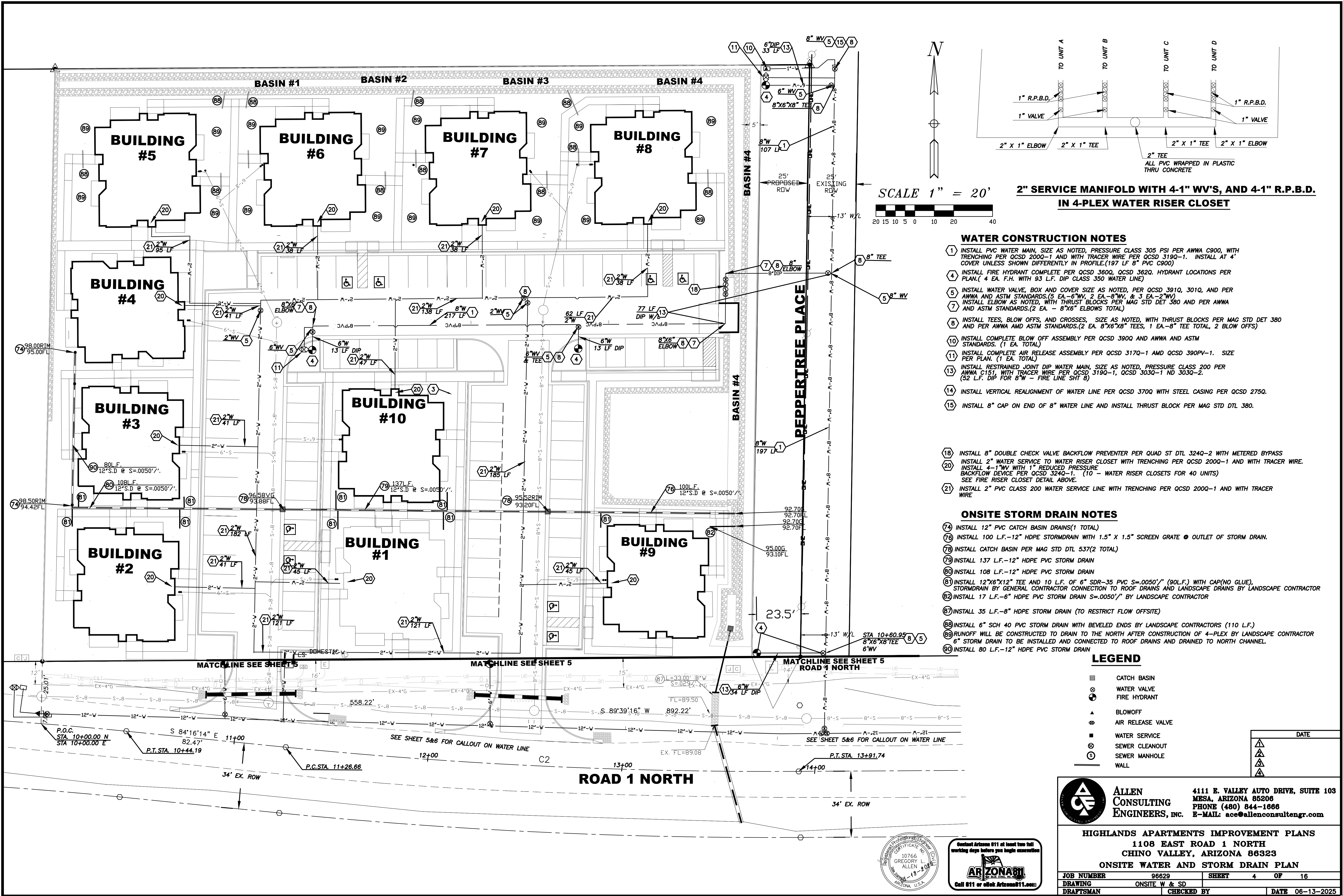
SEE SHEET 4 FOR STORM DRAIN CALLOUTS

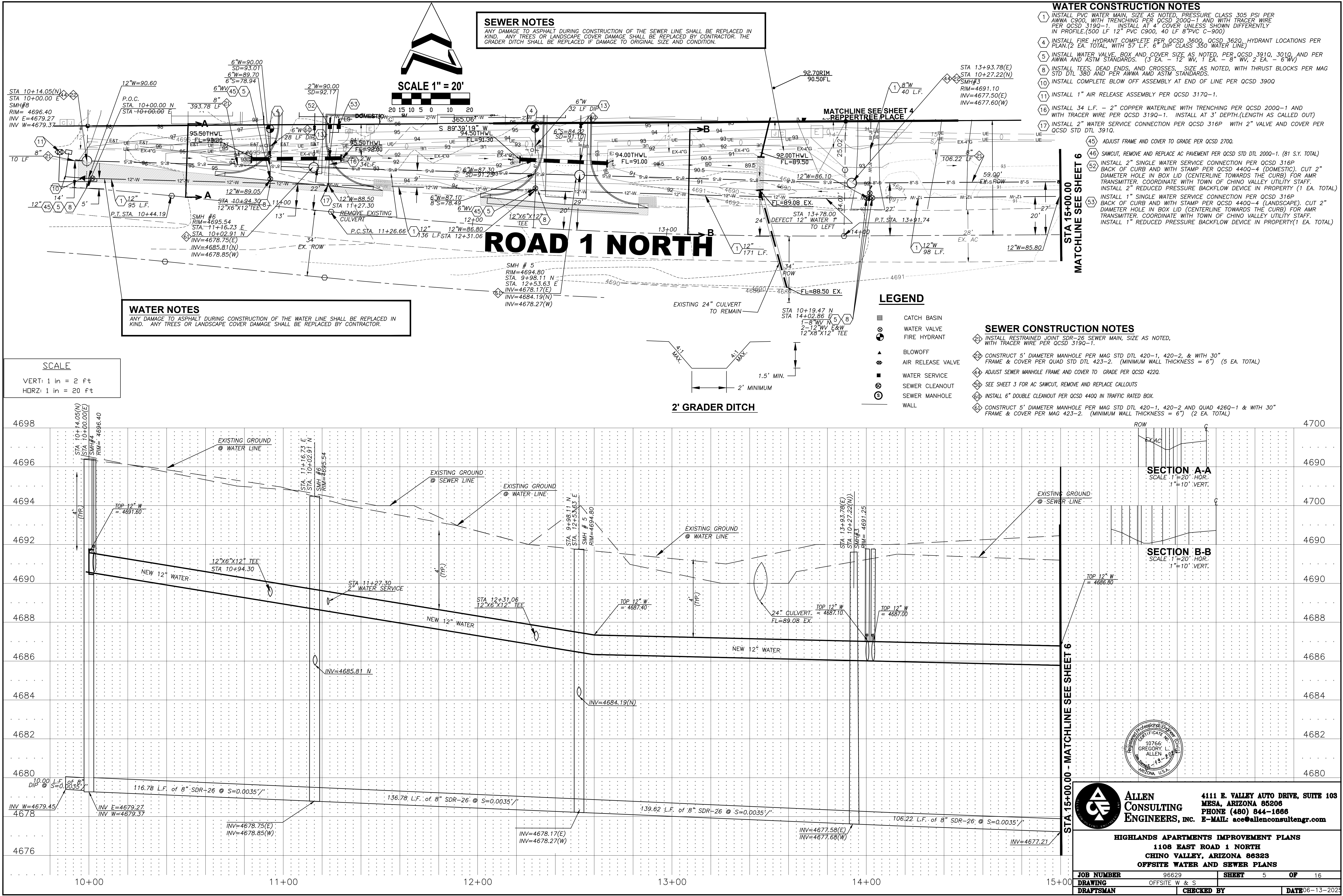
ALLEN CONSULTING ENGINEERS, INC.

4111 E VALLEY AUTO DRIVE #103
MESA, ARIZONA 85206
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
GRADING AND DRAINAGE PLAN

JOB NUMBER	96629	SHEET	3 OF 16
DRAWING	C&D	CHECKED BY	
DRAFTSMAN		DATE	06-13-2025



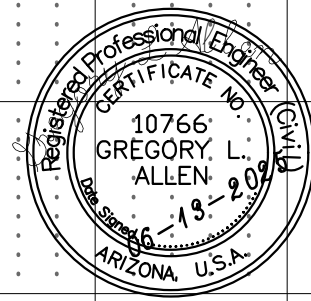


SEWER NOTES
ANY DAMAGE TO ASPHALT DURING CONSTRUCTION OF THE SEWER LINE SHALL BE REPLACED IN KIND. ANY TREES OR LANDSCAPE COVER DAMAGE SHALL BE REPLACED BY CONTRACTOR. THE GRADER DITCH SHALL BE REPLACED IF DAMAGE TO ORIGINAL SIZE AND CONDITION.

WATER NOTES
ANY DAMAGE TO ASPHALT DURING CONSTRUCTION OF THE WATER LINE SHALL BE REPLACED IN KIND. ANY TREES OR LANDSCAPE COVER DAMAGE SHALL BE REPLACED BY CONTRACTOR.

- WATER CONSTRUCTION NOTES**
1. INSTALL PVC WATER MAIN, SIZE AS NOTED, PRESSURE CLASS 305 PSI PER AWWA C900, WITH TRENCHING PER QCD 2000-1 AND WITH TRACER WIRE PER QCD 3190-1. INSTALL AT 4" COVER UNLESS SHOWN DIFFERENTLY IN PROFILE.(500 LF 12" PVC C900, 40 LF 8" PVC C-900)
 4. INSTALL FIRE HYDRANT COMPLETE PER QCD 3600, QCD 3620, HYDRANT LOCATIONS PER PLAN.(2 EA. TOTAL, WITH 5' L.F. 6" DIP CLASS 350 WATER LINE)
 5. INSTALL WATER VALVE, BOX AND COVER SIZE AS NOTED, PER QCD 3910, 3010, AND PER AWWA AND ASTM STANDARDS. (3 EA. - 12" WV, 1 EA. - 8" WV, 2 EA. - 6" WV)
 8. INSTALL TEES, DEAD ENDS, AND CROSSES, SIZE AS NOTED, WITH THRUST BLOCKS PER MAG STD DTL 380 AND PER AWWA AND ASTM STANDARDS.
 10. INSTALL COMPLETE BLOW OFF ASSEMBLY AT END OF LINE PER QCD 3900
 11. INSTALL 1" AIR RELEASE ASSEMBLY PER QCD 3170-1.
 16. INSTALL 34 L.F. - 2" COPPER WATERLINE WITH TRENCHING PER QCD 2000-1 AND WITH TRACER WIRE PER QCD 3190-1. INSTALL AT 3' DEPTH.(LENGTH AS CALLED OUT)
 17. INSTALL 2" WATER SERVICE CONNECTION PER QCD 316P WITH 2" VALVE AND COVER PER QCD STD DTL 3910.
 45. ADJUST FRAME AND COVER TO GRADE PER QCD 2700.
 46. SAWCUT, REMOVE AND REPLACE AC PAVEMENT PER QCD STD DTL 2000-1. (81 S.Y. TOTAL)
 52. INSTALL 2" SINGLE WATER SERVICE CONNECTION PER QCD 316P BACK OF CURB AND WITH STAMP PER QCD 4400-4 (DOMESTIC). CUT 2" DIAMETER HOLE IN BOX LID (CENTERLINE TOWARDS THE CURB) FOR AMR TRANSMITTER. COORDINATE WITH TOWN OF CHINO VALLEY UTILITY STAFF. INSTALL 2" REDUCED PRESSURE BACKFLOW DEVICE IN PROPERTY (1 EA. TOTAL)
 53. INSTALL 1" SINGLE WATER SERVICE CONNECTION PER QCD 316P BACK OF CURB AND WITH STAMP PER QCD 4400-4 (LANDSCAPE). CUT 2" DIAMETER HOLE IN BOX LID (CENTERLINE TOWARDS THE CURB) FOR AMR TRANSMITTER. COORDINATE WITH TOWN OF CHINO VALLEY UTILITY STAFF. INSTALL 1" REDUCED PRESSURE BACKFLOW DEVICE IN PROPERTY(1 EA. TOTAL)

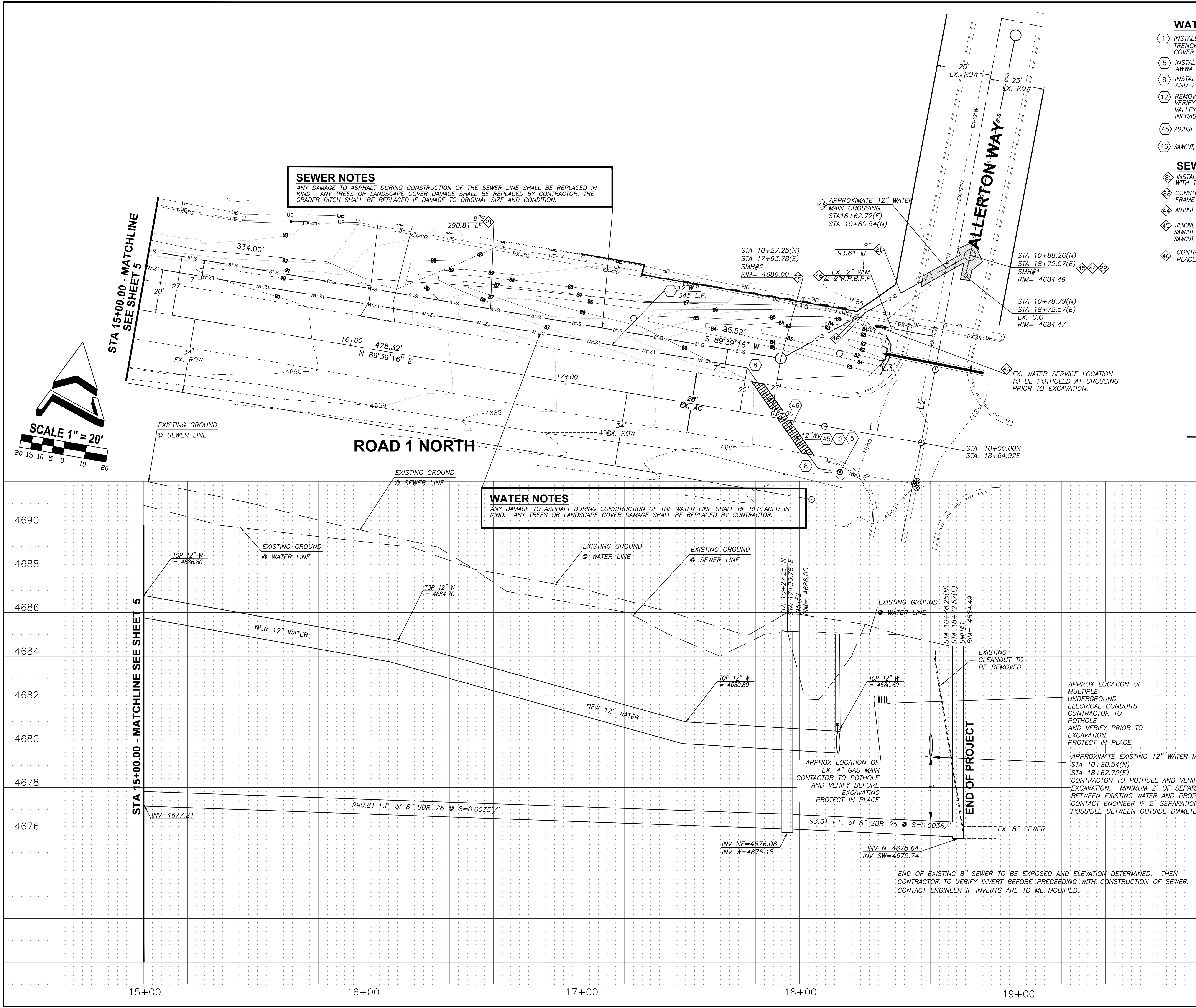
- SEWER CONSTRUCTION NOTES**
2. INSTALL RESTRAINED JOINT SDR-26 SEWER MAIN, SIZE AS NOTED, WITH TRACER WIRE PER QCD 3190-1.
 2. CONSTRUCT 5' DIAMETER MANHOLE PER MAG STD DTL 420-1, 420-2, & WITH 30" FRAME & COVER PER QUAD STD DTL 423-2. (MINIMUM WALL THICKNESS = 6") (5 EA. TOTAL)
 4. ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE PER QCD 4220.
 5. SEE SHEET 3 FOR AC SAWCUT, REMOVE AND REPLACE CALLOUTS
 6. INSTALL 6" DOUBLE CLEANOUT PER QCD 4400 IN TRAFFIC RATED BOX.
 6. CONSTRUCT 5' DIAMETER MANHOLE PER MAG STD DTL 420-1, 420-2 AND QUAD 426Q-1 & WITH 30" FRAME & COVER PER MAG 423-2. (MINIMUM WALL THICKNESS = 6") (2 EA. TOTAL)



ALLEN CONSULTING ENGINEERS, INC.
4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
OFFSITE WATER AND SEWER PLANS

JOB NUMBER	96629	SHEET	5	OF	16
DRAWING	OFFSITE W & S				
DRAFTSMAN	CHECKED BY		DATE: 06-13-2023		



SEWER NOTES
ANY DAMAGE TO ASPHALT DURING CONSTRUCTION OF THE SEWER LINE SHALL BE REPLACED IN KIND. ANY TREES OR LANDSCAPE COVER DAMAGE SHALL BE REPLACED BY CONTRACTOR. THE GRADER DITCH SHALL BE REPLACED IF DAMAGE TO ORIGINAL SIZE AND CONDITION.

WATER NOTES
ANY DAMAGE TO ASPHALT DURING CONSTRUCTION OF THE WATER LINE SHALL BE REPLACED IN KIND. ANY TREES OR LANDSCAPE COVER DAMAGE SHALL BE REPLACED BY CONTRACTOR.

WATER CONSTRUCTION NOTES

- 1 INSTALL PVC WATER MAIN, SIZE AS NOTED, PRESSURE CLASS 200 PER AWWA C900, WITH TRENCHING PER QCD 2000-1 AND WITH TRACER WIRE PER QCD 3190-1. INSTALL AT 4' COVER UNLESS SHOWN DIFFERENTLY IN PROFILE.
- 5 INSTALL WATER VALVE, BOX AND COVER SIZE AS NOTED, PER QCD 3910, 3010, AND PER AWWA AND ASTM STANDARDS.
- 8 INSTALL 12" - 45 BEND, WITH THRUST BLOCKS PER MAG STD DET 380 AND PER AWWA AND ASTM STANDARDS.
- 12 REMOVE CURB STOP AND FLUSHING PIPE AND CONNECT TO EXISTING WATER MAIN, FIELD VERIFY LOCATION AND INVERT PRIOR TO CONSTRUCTION. CONTACT TOWN OF CHINO VALLEY CONTRACT OPERATIONS COMPANY - CH2MHILL/OMI FOR PICK-UP OF REMOVED INFRASTRUCTURE.
- 45 ADJUST FRAME AND COVER TO GRADE PER QCD 2700.
- 46 SAWCUT, REMOVE AND REPLACE 26 S.Y. OF AC PAVEMENT PER QCD STD DTL 2000-1.

SEWER CONSTRUCTION NOTES

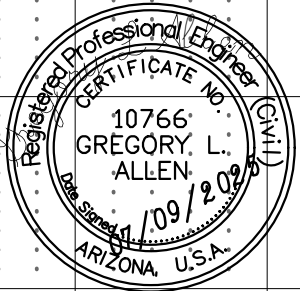
- 22 INSTALL RESTRAINED JOINT SDR-26 SEWER MAIN, SIZE AS NOTED, WITH TRACER WIRE PER QCD 3190-1. (386 L.F. TOTAL)
- 23 CONSTRUCT 4' DIAMETER MANHOLE PER MAG STD DTL 420-1, 420-2, & WITH 24" FRAME & COVER PER QUAD STD DTL 423-2. (MINIMUM WALL THICKNESS = 6") (5 EA. TOTAL)
- 44 ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE PER QCD 4220.
- 45 REMOVE EXISTING SEWER CLEANOUT SAWCUT, REMOVE AND REPLACE 28 S.Y. OF AC PAVEMENT PER QCD STD DTL 2000-1. SAWCUT, REMOVE AND REPLACE 6 L.F. OF 6" VERTICAL CURB AND GUTTER PER QCD 2000-1 TYPE A.
- 46 CONTRACTOR TO POTHOLE ALL UTILITY CROSSINGS AND PROTECT IN PLACE.

LEGEND

- CATCH BASIN
- WATER VALVE
- FIRE HYDRANT
- BLOWOFF
- AIR RELEASE VALVE
- WATER SERVICE
- SEWER CLEANOUT
- SEWER MANHOLE
- WALL

SCALE

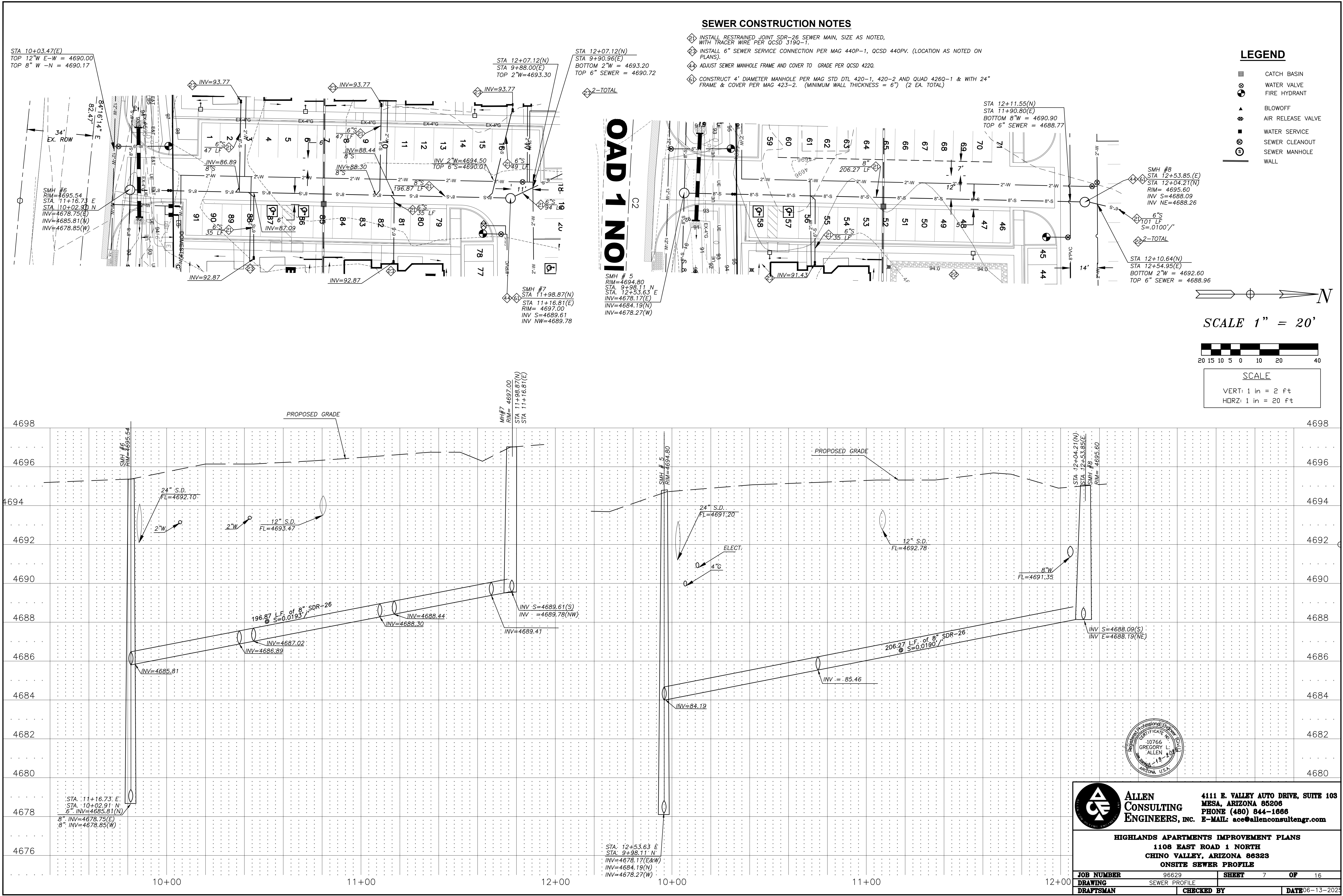
VERT: 1 in = 2 ft
HORZ: 1 in = 20 ft



ALLEN CONSULTING ENGINEERS, INC.
4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
OFFSITE WATER AND SEWER PLANS

JOB NUMBER	96629	SHEET	6	OF	16
DRAWING	OFFSITE W & S	CHECKED BY		DATE	07-09-2023
DRAFTSMAN					

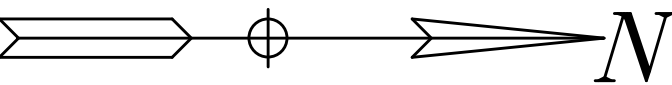


SEWER CONSTRUCTION NOTES

- INSTALL RESTRAINED JOINT SDR-26 SEWER MAIN, SIZE AS NOTED, WITH TRACER WIRE PER QCSO 319Q-1.
- INSTALL 6" SEWER SERVICE CONNECTION PER MAG 440P-1, QCSO 440PV, (LOCATION AS NOTED ON PLANS).
- ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE PER QCSO 422Q.
- CONSTRUCT 4' DIAMETER MANHOLE PER MAG STD DTL 420-1, 420-2 AND QUAD 426Q-1 & WITH 24" FRAME & COVER PER MAG 423-2. (MINIMUM WALL THICKNESS = 6") (2 EA. TOTAL)

LEGEND

- CATCH BASIN
- WATER VALVE
- FIRE HYDRANT
- BLOWOFF
- AIR RELEASE VALVE
- WATER SERVICE
- SEWER CLEANOUT
- SEWER MANHOLE
- WALL



SCALE 1" = 20'



SCALE

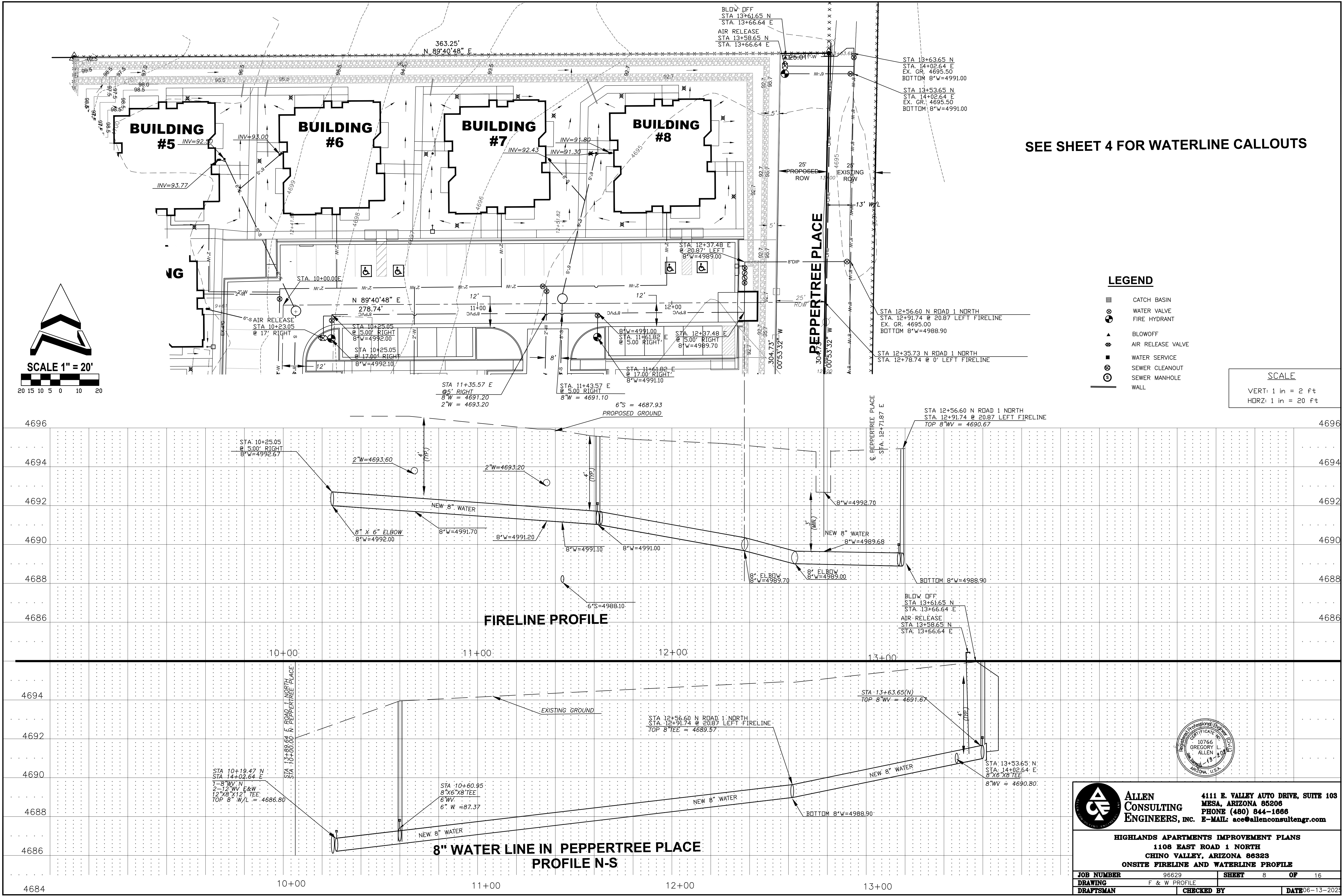
VERT: 1 in = 2 ft
HORZ: 1 in = 20 ft



4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
ONSITE SEWER PROFILE

JOB NUMBER	96629	SHEET	7	OF	16
DRAWING	SEWER PROFILE	CHECKED BY		DATE	06-13-2023
DRAFTSMAN					



SEE SHEET 4 FOR WATERLINE CALLOUTS

LEGEND

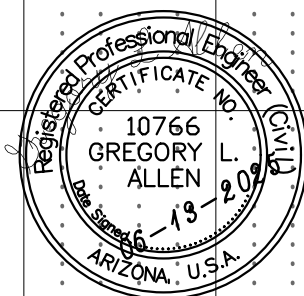
- CATCH BASIN
- WATER VALVE
- FIRE HYDRANT
- BLOWOFF
- AIR RELEASE VALVE
- WATER SERVICE
- SEWER CLEANOUT
- SEWER MANHOLE
- WALL

SCALE

VERT: 1 in = 2 ft
HORZ: 1 in = 20 ft

FIRELINE PROFILE

8" WATER LINE IN PEPPERTREE PLACE
PROFILE N-S



ALLEN CONSULTING ENGINEERS, INC.
4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
ONSITE FIRELINE AND WATERLINE PROFILE

JOB NUMBER	96629	SHEET	8	OF	16
DRAWING	F & W PROFILE	CHECKED BY		DATE	06-13-2023
DRAFTSMAN					

HIGHLANDS APARTMENTS

LOCATED WITHIN SECTION 23, TOWNSHIP 16 NORTH, RANGE 02
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI
COUNTY, ARIZONA

NOTES FOR STORMWATER POLLUTION PREVENTION PLAN

1. A COPY OF THE APPROVED GRADING & DRAINAGE PLAN FOR THIS PROJECT, TOGETHER WITH A COPY OF THE NOTICE OF INTENT (NOI) AND THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP), SHALL BE MAINTAINED ON THE SITE AND AVAILABLE FOR REVIEW. THOSE ELEMENTS OF THE GRADING & DRAINAGE PLAN PERTINENT TO OR REFERENCED ON THE SWPPP SHALL BE CONSIDERED A PART OF THE SWPPP.

2. DEVELOPMENT SERVICES DEPARTMENT'S FIELD INSPECTION GROUP SHALL BE NOTIFIED 48 HOURS BEFORE ANY ON-SITE AND/OR OFF-SITE CONSTRUCTION BEGINS.

3. THE OPERATOR SHALL OBTAIN A DUST CONTROL PERMIT FROM MARICOPA COUNTY HEALTH DEPARTMENT AND PERFORM MEASURES AS REQUIRED BY THE PERMIT TO PREVENT EXCESS DUST.

4. THE OPERATOR SHALL PERFORM, AT A MINIMUM, A VISUAL INSPECTION OF THE CONSTRUCTION SITE ONCE EVERY MONTH AND WITHIN 24 HOURS OF RAINFALL GREATER THAN OR EQUAL HALF AN INCH OR MORE. THE OPERATOR SHALL PREPARE A REPORT DOCUMENTING HIS/HER FINDINGS ON THE CONDITIONS OF THE SWPPP CONTROLS AND NOTE ANY EROSION PROBLEM AREAS. THE OPERATOR'S REPORT IS TO BE SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT PROJECT ENGINEERING DIVISION CONSTRUCTION INSPECTOR FOR REVIEW AND APPROVAL. FACILITIES SHALL BE MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. IN ADDITION, ALL TEMPORARY SILTATION CONTROLS SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED, PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL, AND THE POTENTIAL FOR EROSION.

5. THE OPERATOR SHALL AMEND THIS PLAN AS NECESSARY DURING THE COURSE OF CONSTRUCTION TO RESOLVE ANY PROBLEM AREAS WHICH BECOME EVIDENT DURING THE CONSTRUCTION AND/OR DURING RAINFALLS.

6. THE PERMITEE SHALL FILE A NOTICE OF TERMINATION (NOT) AFTER COMPLETION OF CONSTRUCTION AND PLACEMENT OF FINAL LANDSCAPE MATERIALS. THE NOT IS TO BE SUPPLIED TO THE DEVELOPMENT SERVICES DEPARTMENT PROJECT ENGINEERING INSPECTOR TO FINAL THE SWPPP PERMIT.

7. THE PERMITEE SHALL SAVE ALL RECORDS, INCLUDING THE NOI, SWPPP AND NOT AND INSPECTION REPORTS ON FILE FOR A MINIMUM OF THREE (3) YEARS FROM THE DATE OF FILING THE NOT.

8. THE IMPLEMENTATION OF THESE PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE FACILITIES IS THE RESPONSIBILITY OF THE PERMITEE/CONTRACTOR UNTIL ALL CONSTRUCTION IS APPROVED AND THE NOT SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT PROJECT ENGINEERING DIVISION INSPECTOR.

9. THE FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND DIVERSION DIKE GRADING ACTIVITIES IN SUCH A MANNER AS TO INSURE THAT SEDIMENT-LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM OR VIOLATE APPLICABLE WATER STANDARDS, AND MUST BE INSTALLED AND IN OPERATION PRIOR TO ANY GRADING OR LAND CLEARING. WHEREVER POSSIBLE, MAINTAIN NATURAL VEGETATION FOR SILT CONTROL.

10. THE CONTRACTOR'S NOI MUST BE RECEIVED PRIOR TO THE SWPPP PERMIT BEING ISSUED. THE CONTRACTOR THAT WILL BE PULLING THE GRADING & DRAINAGE PERMIT MUST HAVE THE SWPPP PERMIT ISSUED IN THE NAME.

11. CONTRACTOR TO SCHEDULE CONSTRUCTION OF RETENTION AREAS FIRST, AND CONSTRUCT SWALES AND/OR DIKES TO DIRECT RUNOFF TO BASINS. UPON CONSTRUCTION COMPLETION, PERMANENT RETENTION BASINS SHALL BE CLEANED OUT AND GRADED TO FINAL ELEVATIONS SHOWN ON GRADING AND DRAINAGE PLANS.

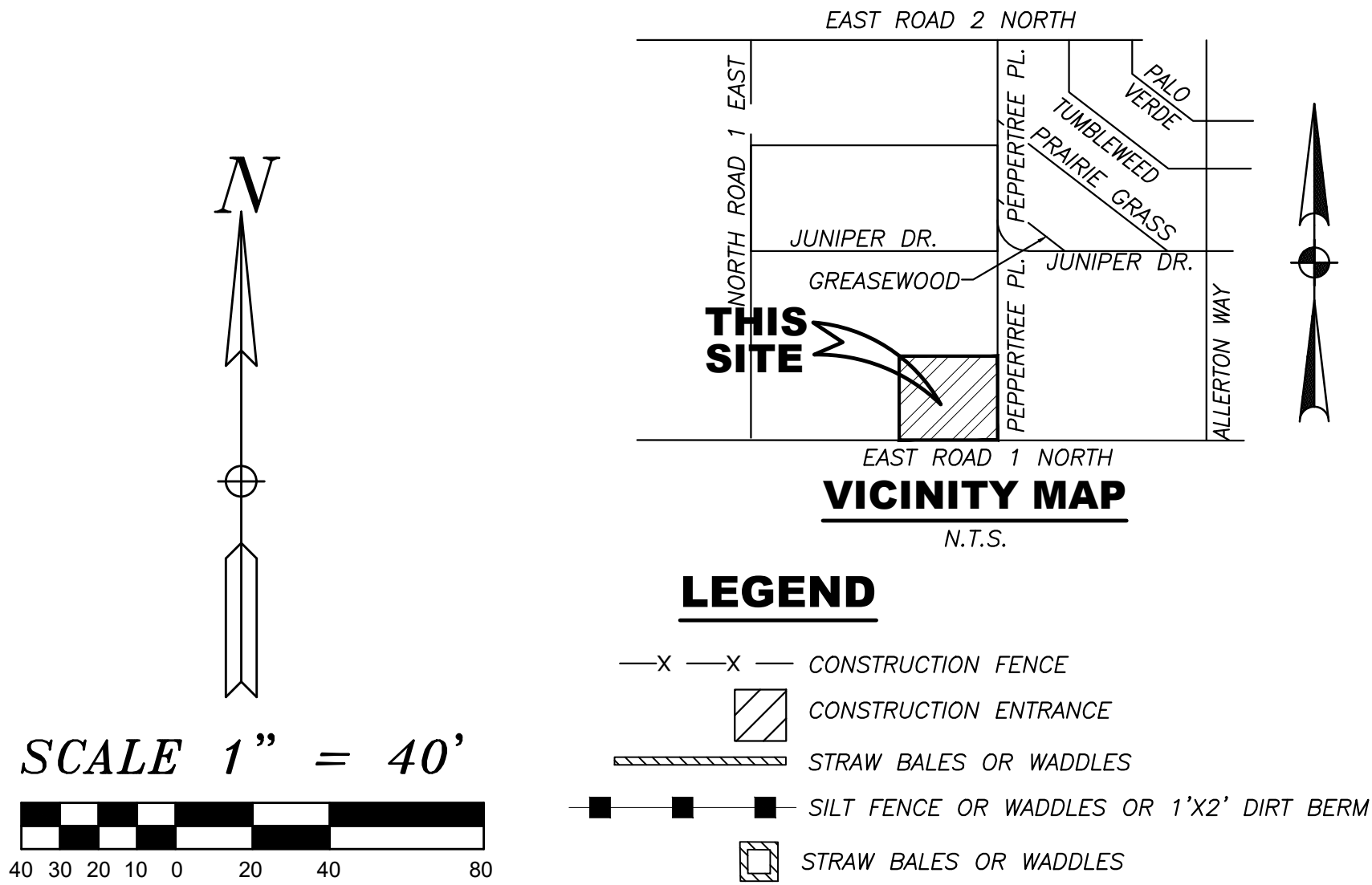
12. DRYWELLS AND BUBBLER BOXES SHALL BE KEPT COVERED DURING CONSTRUCTION UNTIL SUCH TIME THAT PAVING AND/OR FINAL GRADING AND LANDSCAPING OR RETENTION BASINS ARE COMPLETED. INSTALL METAL FILTER FABRIC BETWEEN DRAIN GRATE AND HOUSING. REMOVE FABRIC UPON COMPLETION OF CONSTRUCTION.

NOTE:

INLET PROTECTION SHALL BE PROVIDED FOR ALL STORM DRAIN(S) DURING CONSTRUCTION TO ENSURE THEY ARE NOT SILTED IN BY USE OF STRAW BALE AND SILT FENCE AROUND ENTRANCE.

SWPPP CONSTRUCTION NOTES:

- DUST CONTROL WILL BE ACHIEVED ACCORDING TO BMP STANDARDS AS SHOW ON THE DETAIL BMP ON SHEET 2.
- A TEMPORARY DIVERSION DIKE OR CMU WALLS ARE EXISTING AROUND THE PERIMETER SIDES OF THE SITE TO RETAIN THE 100-YEAR STORM ONSITE PER DETAIL 2 ON SHEET 2. SITE TO BE PREGRADED TO RETAIN 100-YEAR STORM ONSITE.
- A WATER METER AND HOSE BID WILL BE USED NEAR THE CENTER OF THE SITE TO CLEAN ALL VEHICLES IF MUD ON TIRES.
- ALL SUBCONTRACTORS WILL BE RESPONSIBLE FOR CLEANOFF OF MUD OR DIRT PRIOR TO ENTRY ON CITY STREETS.
- NO MAINTENANCE OF VEHICLES WILL BE DONE ONSITE.
- A FENCED YARD FOR EQUIPMENT WILL BE MAINTAINED AT THE SITE. SUBCONTRACTORS WILL FURNISH FENCE TO MAINTAIN SUPPLIES AND MINIMIZE WIND BLOWING DEBRIS. ALL DEBRIS TO BE PICKED UP ON A DAILY BASIS.
- ANY GAS OR OIL SPILLED WILL REQUIRE IMMEDIATE NOTIFICATION TO OWNER AND APPROPRIATE CLEANOUT. ANY CONTAMINATED SOIL SHALL BE HAULED TO HAZARDOUS WASTE LOCATION.
- ANY STABILIZED CONSTRUCTION ENTRANCES WILL BE CONSTRUCTED AT THE EAST ENTRANCES TO THE SITE ADJACENT TO XXXX ROAD PER DETAIL 37-39.

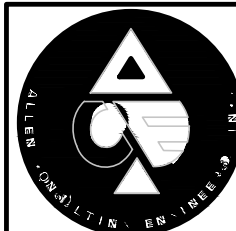
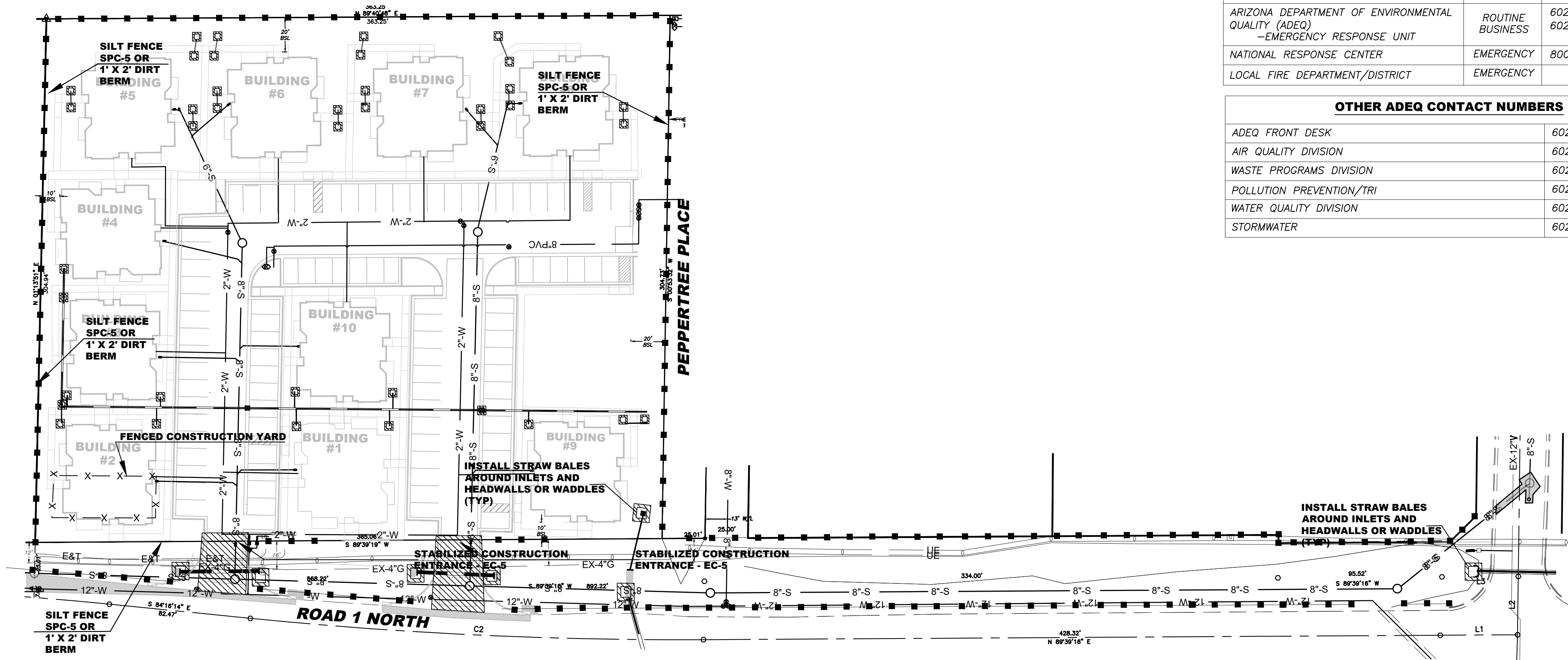


EMERGENCY CONTACT:

AGENCY	SITUATION	PHONE
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) -EMERGENCY RESPONSE UNIT	EMERGENCY	602-771-2330 800-234-5677
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) -EMERGENCY RESPONSE UNIT	ROUTINE BUSINESS	602-771-4106 602-771-4155
NATIONAL RESPONSE CENTER	EMERGENCY	800-424-8802
LOCAL FIRE DEPARTMENT/DISTRICT	EMERGENCY	911

OTHER ADEQ CONTACT NUMBERS

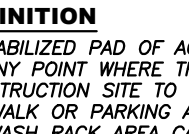
ADEQ FRONT DESK	602-771-2300
AIR QUALITY DIVISION	602-771-2308
WASTE PROGRAMS DIVISION	602-771-4209
POLLUTION PREVENTION/TRI	602-771-4235
WATER QUALITY DIVISION	602-771-2306
STORMWATER	602-771-4574



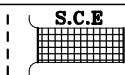
ALLEN CONSULTING ENGINEERS, INC.
4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 644-1666
E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
STORM WATER POLLUTION PREVENTION PLAN

JOB NUMBER	96629	SHEET	9	OF	16
DRAWING	SWPPP	CHECKED BY		DATE	06-13-2025
DRAFTSMAN					

	STABILIZED CONSTRUCTION ENTRANCE EC-5
DEFINITION	A STABILIZED PAD OF AGGREGATE UNDERLAIN WITH FILTER CLOTH LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR EXITING A CONSTRUCTION SITE TO OR FROM A PUBLIC RIGHT-OF-WAY, STREET, ALLEY, SIDEWALK OR PARKING AREA, FOR ADDED EFFECTIVENESS. A WHEEL WASH OR WASH RACK AREA CAN BE INCORPORATED INTO THE DESIGN TO FURTHER REDUCE SEDIMENT TRACKING.
PURPOSE	STABILIZED CONSTRUCTION ENTRANCES REDUCE OR ELIMINATE THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAYS OR STREETS, REDUCING TRACKING OF CONSTRUCTION AND OTHER POLLUTANTS ONTO PAVED ROADS. THEY PREVENT DEPOSITION OF SEDIMENTS INTO LOCAL STORM DRAIN AND PRODUCE A BARRIER TO PREVENT THE CHANCE OF SEDIMENT TO BE BLOWN TO A SINGLE LOCATION, REDUCING THE NUMBER OF DISTURBED AREAS ON THE SITE AND PROVIDING TRAFFIC CONTROL.
APPROPRIATE APPLICATIONS	A STABILIZED CONSTRUCTION ENTRANCE SHOULD BE USED AT ALL POINTS OF CONSTRUCTION ENTRANCE AND EGRESS, USE AT CONSTRUCTION SITES: • WHERE DIRT OF MUD CAN BE TRACKED ONTO PUBLIC ROADS.
ADJACENT TO WATER BODIES.	• WHERE CLAYEY OR SILTY SOILS ARE ENCOUNTERED.
	• WHERE DUST IS A PROBLEM DURING DRY WEATHER CONDITIONS.
APZDPS/NDPES PERMITS AND MARICOPA COUNTY DUST CONTROL REGULATIONS REQUIRE THAT APPROPRIATE MEASURES ARE IMPLEMENTED TO PREVENT TRACKING OF SEDIMENTS ONTO PAVED ROADWAYS.	
LIMITATIONS	STABILIZED CONSTRUCTION ENTRANCES MAY NOT BE COMPLETELY EFFECTIVE AGAINST PREVENTING THE DEPOSITION OF SEDIMENTS ONTO PAVED SURFACES. FURTHER REDUCE THE CHANCE OF THESE SEDIMENTS POLLUT IN STORMWATER RUNOFF, SWEEPING OF THE PAVED AREA ADJACENT TO THE STABILIZED SITE ENTRANCE IS RECOMMENDED.
PLANNING CONSIDERATIONS	LIMIT POINTS OF ENTRANCE/EXIT TO ONLY STABILIZED LOCATIONS.
	STABILIZED CONSTRUCTION ENTRANCES ARE MOST EFFECT WHEN USED IN CONJUNCTION WITH EC-6: CONSTRUCTION ROAD STABILIZATION, EC-7: DUST CONTROL, AND GH-6: ROAD SWEEPING/TRACKOUT CLEANING.

SYMBOL 	STABILIZED CONSTRUCTION ENTRANCE EC-5
SEAL THIS COVER ENTRY DATE 2 of 3	
<u>REGULATED STANDARDS AND SPECIFICATIONS</u> STABILIZED CONSTRUCTION ENTRANCES ALONE ARE NOT VERY EFFECTIVE IN REDUCING SEDIMENT FROM EQUIP. MEANT LEAVING A CONSTRUCTION SITE. EFFICIENCY IS GREATLY INCREASED, THOUGH, WHEN A WASHING RACK IS INCLUDED AT THE POINT OF EGRESS. DESIGN AND SIZING CONSIDERATIONS THE AGGREGATE FOR STABILIZED CONSTRUCTION ENTRANCE APRONS SHOULD HAVE A NOMINAL DIAMETER OF 1 TO 3 INCHES IN SIZE, WASHED, WELL-GRADED GRAVEL OR CRUSHED ROCK. THE APRON DIMENSIONS RECOMMENDED ARE 30 FEET BY 50 FEET AND 6 INCHES DEEP. • THE ENTRANCE MUST BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE. • INSTALL A WASHRACK AT GROUND ELEVATION. • WHEN WASH AREAS ARE PROVIDED, WASHING SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAIN INTO A PROPERLY CONSTRUCTED SEDIMENT TRAP OR BASIN (POND). <u>RECOMMENDED MAINTENANCE AND INSPECTION</u> • INSPECT MONTHLY AND AFTER EACH RAINFALL. • REPLACE GRAVEL MAT WHEN SURFACE VOIDS ARE NO LONGER VISIBLE. PERIODIC TOP DRESSING WITH ADDITIONAL STONE WILL BE REQUIRED. • ALL SEDIMENTS DEPOSITED ON PAVED ROADWAYS MUST BE REMOVED WITHIN 24 HOURS. • REMOVE GRAVEL AND FILTER FABRIC UPON COMPLETION OF CONSTRUCTION. NOTE: IF WORKING ON A PROJECT THAT IS SUBJECT TO A MARICOPA COUNTY DUST CONTROL PERMIT UNDER RULE 310, FOLLOW THE PERMIT REQUIREMENTS FOR STABILIZED CONSTRUCTION ENTRANCE DESIGN AND SIZING. <u>POST CONSTRUCTION METHODS</u> NONE.	

SYMBOL	STABILIZED CONSTRUCTION ENTRANCE --- EG-5	
		

Technical drawing of a Stabilized Construction Entrance (EG-5).

The drawing includes a plan view and a cross-section view.

Plan View:

- Shows a rectangular structure with a width of 6'-7'.
- Labels include: R25', DITCH TO CARRY WASH WATER TO SEDIMENT BASIN OR TRAP, and WASH RACK.

Cross-section View:

- Shows a reinforced concrete structure with a width of 6'-7'.
- Labels include: DRAIN SPACE, REINFORCED CONCRETE, WASH RACK, HARD SURFACE PUBLIC ROAD, FILTER FABRIC, and COARSE AGGREGATE 1" TO 3".
- Dimensions: R25', 50' MIN, 20' MIN, 6' MIN.

STABILIZED CONSTRUCTION ENTRANCE

SYMBOL

ORGANIC FILTER BARRIER
SPC-1

1 OF 4

PURPOSE

ORGANIC FILTER BARRIERS REDUCE RUNOFF VELOCITY AND CAUSE DEPOSITION OF THE TRANSPORTED SEDIMENT LOAD. THEY ARE WELL SUITED TO STEEP SLOPES AND DISBURSED DRAINAGE AREAS THAT ARE NOT SUBJECTED TO CONCENTRATED FLOWS AND THAT WILL ULTIMATELY BE SEEDED, SOODED, OR LANDSCAPED.

APPROPRIATE APPLICATIONS

ORGANIC FILTER BARRIERS ARE USEFUL WHERE THERE ARE NO CONCENTRATIONS OF WATER IN A CHANNEL OR DRAIN. AGE, WAY, AND WHERE EROSION WILL OCCUR FROM SHEET FLOW. THESE BARRIERS ARE TYPICALLY CON- STRUCTED:

- ALONG THE PERIMETER OF A SITE, AROUND STOCKPILES, AND PARALLEL TO A ROADWAY TO KEEP SED- MENT OFF PAVED AREAS.

- ALONG STREAMS AND CHANNELS AND ACROSS MINOR SWALES OR DITCHES WITH SMALL CATCHMENTS.

- BELOW THE TOE OF EXPOSED AND ERODIBLE SLOPES AND DOWN SLOPES OF EXPOSED SOIL AREAS.

- AROUND ABOVE GRADE TYPE TEMPORARY CONCRETE WASHOUTS.

LIMITATIONS

OF ALL THE ORGANIC FILTER BARRIERS, STRAW BALE BARRIERS MAY BE THE MOST USED IN EROSION CONTROL AND SEDIMENT LOADING REDUCTION. THE FOLLOWING LIMITATIONS ARE ASSOCIATED WITH STRAW BALE BARRIERS:

- SUITABLE ONLY FOR SHEET FLOW ON SLOPES OF 2 PERCENT (X) OR FLATTER AND ARE NOT APPROPRIATE FOR DRAINAGE AREAS GREATER THAN 100 FEET. THEY CANNOT BE USED IN AREAS OF CONCENTRATED FLOW, CHANNEL FLOW, AND LIVE STREAMS.

- INSTALLATION AND MAINTENANCE CAN BE LABOR INTENSIVE.

- DEGRADED STRAW BALES MAY FALL APART WHEN REMOVED OR LEFT IN PLACE FOR EXTENDED PERIODS DUE TO ROTTING.

- BALE BINDINGS OF JUTE OR COTTON ARE NOT REMOVED.

- STRAW BALE BARRIERS ARE NOT EFFICIENT ON PAVED SURFACES.

- STRAW BALE BARRIERS ARE NOT TO BE USED FOR DRAIN INLET PROTECTION.

IT CAN BE AN ATTRACTIVE FOOD SOURCE FOR SOME ANIMALS AND MAY INTRODUCE SOME UNDESIRABLE NON-NATIVE PLANTS TO THE AREA.

SYMBOL

ORGANIC FILTER BARRIER

2 of 4

PLANNING CONSIDERATIONS

OPTIMAL EFFICIENCY OF ORGANIC FILTER BARRIERS CAN BE ACHIEVED THROUGH CAREFUL MAINTENANCE WITH SPECIAL ATTENTION TO REPLACING ROTTED OR BROKEN BARRIERS. BARRIERS SHOULD BE CONSTRUCTED ON A LEVEL, FIRM, STABLE SUBSTRATE. CONSTRUCTION OF AROUND A SMALL PORTION OF THE BARRIER. ORGANIC FILTER BARRIER ARE ADDITIONALLY MORE EFFICIENT WHEN USED IN COMBINATION WITH TEMPORARY SEDIMENT BASINS. TO PREVENT SEDIMENT FROM ENTERING UNDER ROCK SURFACES UNDER SAND BAG BARRIER FOR HIGHER FLOWS OR PAVED SURFACES.

RECOMMENDED STANDARDS AND SPECIFICATIONS

INSTALLATION

ORGANIC FILTER BARRIER MUST BE INSTALLED IN A TRENCH AND TIGHTLY ADJACENT BARRIERS/SEGMENTS ALONG A LINE OF CONSTANT ELEVATION (ALONG A CONTOUR LINE) IF POSSIBLE, WITH THE LAST ORGANIC FILTER BARRIER TURNED UP SLOPE.

CONSTRUCT ORGANIC FILTER BARRIERS WITH A BACK-SLOPE OF AT LEAST 3 FEET (FT) FROM THE TOE OF A SLOPE WHERE IT IS DETERMINED NOT TO BE PRACTICAL DUE TO SPECIFIC SITE CONDITIONS. THE ORGANIC FILTER BARRIER MUST BE CONSTRUCTED AT THE TOE OF THE SLOPE, BUT SHOULD NOT BE CONSTRUCTED AS FAR FROM THE TOE OF THE SLOPE AS PRACTICAL.

LIMIT THE DRAINAGE AREA UPSTREAM OF THE BARRIER TO 0.25 ACRES/100FT OF BARRIER AND THE MAXIMUM FLOW TO ANY 20 FOOT SECTION TO LESS THAN 1 CUBIC FEET PER SECOND (CFS).

LIMIT THE SLOPE LENGTH DRAINING TO THE ORGANIC FILTER BARRIER TO 100 FEET FOR AVERAGE SLOPES OF 20:1(10%) OR FLATTER.

IF THE SLOPE EXCEEDS 10:1(10%), THE LENGTH OF SLOPE UPSTREAM OF THE BARRIER SHOULD BE LIMITED TO 50 FEET.

ORGANIC FILTER BARRIERS MAY BE SEEDED WITH A SEED LANDING OF 1 POUND (LB) PER 10 LINEAR FEET FOR SMALL BERMS OR 2.25 LBS PER 10 LINEAR FOOT FOR LARGER BERMS.

SPECIFICATIONS

SEE ORGANIC FILTER BARRIER DRAWING FOR THE REQUIRED DIMENSIONS OF ORGANIC FILTER BARRIERS AS DESCRIBED BELOW.

SEEDING STRIP BARS SHOULD BE 18" WIDE, 36" LONG AND SHOULD BE A MINIMUM OF 14" WIDE, 18" HIGH, 36" LONG AND SHOULD HAVE A MINIMUM WEIGHT OF ABOUT 50 LBS. ALTERNATIVELY, ORGANIC FILTER BARRIERS CAN BE TRIANGULAR, TRIANGULAR OR RECTANGULAR. CROSS SECTION, EACH SEDIMENT WATTLE SHALL BE 9" TO 18" IN DIAMETER.

SYMBOL

ORGANIC FILTER BARRIER

SPC-1



3 of 4



SEDIMENT WALLS THAT ARE FLAT TENED DURING SHIPPING OR CONSTRUCTION ACTIVITIES SHALL BE RESHAPED IF PRACTICAL OR REPLACED. THE BOTTOM THREE WALLS SHALL BE 18" IN DIAMETER WHEN THE STAKE LENGTH EXCEEDS 100 FEET.

- MATERIALS. ORGANIC FILTER BARRIERS CAN EITHER BE COMPOSED ENTIRELY OF STRAW (I.E. STRAW BALES), OR CONSTRUCTED OF A MIXTURE OF 50% COMPOST AND 50% WOOD SHAVELLS UNREATED. WOODSHAVELS LESS THAN 5 INCHES IN LENGTH, 95% PASSING A 2 INCH SCREEN, LESS THAN 1/8" IN THICKNESS, AND 1/4" IN WIDTH. MATERIALS SHALL BE CERTIFIED TO BE WEED-FREE. ORGANIC FILTER BARRIERS MAY BE CONSTRUCTED WITH A GEOTEXTILE REINFORCEMENT SEED MIX WITH A LOADING OF 1 POUND (LB) PER 100 LBS PER LINEAR FEET FOR SMALL BARRIERS OR 2.25 LBS PER 100 LBS PER LINEAR FOOT FOR LARGER BARRIERS.
- BINDINGS. STRAW BALES ONLY: BARRIER SHOULD BE BOUND BY STEEL WIRE, NYLON OR POLYPROP. FLENE STRING PLACED HORIZONTALLY. LINE AND COTTON BINDING MAY NOT BE USED. STEEL WIRE WHOLE SHOULD BE A MINIMUM DIAMETER OF 0.06 INCHES. NYLON OR POLYPROP. FLENE STRING SHOULD BE A MINIMUM DIAMETER OF 1/16 INCHES WITH A BREAKING STRENGTH OF NO LESS THAN 80 LBS. OF FORCE.
- STAKES. WOOD STAKES SHOULD BE COMMERCIAL QUALITY LUMBER OF THE 12 INCHES AND SHAVE THICKNESS ON THE PLANS. EACH STAKE SHOULD BE FREQUENT DECAY, SPLITS OR LONGER THAN THE THICKNESS OF THE STAKE, OR OTHER DEFECTS THAT WOULD WEAKEN THE STAKES AND CAUSE THE STAKES TO BE STRUCTURALLY UNSUSTAINABLE. REINFORCEMENT SHOULD BE EQUAL TO A NUMBER FOUR DESIGNATION OR GREATER. EROD PROTECTION SHOULD BE PROVIDED FOR ANY EXPOSED BARE REINFORCEMENT.

RECOMMENDED MAINTENANCE AND INSPECTION

- INSPECT ORGANIC FILTER BARRIERS BEFORE AND AFTER EACH RAINY EVENT AND WEEKLY THROUGHOUT THE RAINY SEASON FOR SEDIMENT ACCUMULATIONS AND REMOVE SEDIMENT WHEN DEPTH REACHES ONE-THIRD THE BARRIER HEIGHT.

- REPLACE OR REPAIR DAMAGE BARRIERS AS NEEDED. REMOVE BARRIERS OR STAKES AS MUCH AS MUCH AS LONGER NEEDS TO BE FOR SEDIMENT ACCUMULATION, AND CLEAN, RE-GRADE, AND STAKE LIZE THE AREA.

POST CONSTRUCTION METHODS

- THERE ARE NO POST CONSTRUCTION USES FOR ORGANIC FILTER BARRIERS, BUT FILTER BARRIERS CAN BE DISMANTLED AND USED AS MULCHING FOR EROSION CONTROL PURPOSES WHEN A FILTER BARRIER IS NO LONGER NEEDED.

SYMBOL 	ORGANIC FILTER BARRIER SPC-1
--	---

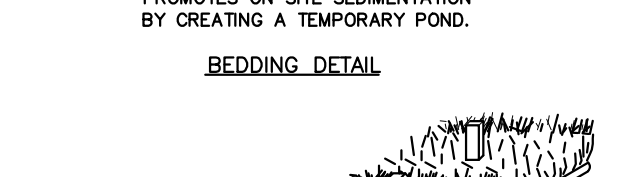
FLOOD CONTROL DISTRICT
 OF
 CALIFORNIA

4 of 4



* PROMOTES ON SITE SEDIMENTATION
BY CREATING A TEMPORARY POND.

BEDDING DETAIL



SUBSTITUTION OF STEEL BARS FOR
WOODEN STAKES IS NOT RECOMMENDED DUE
TO POTENTIAL FOR DAMAGING CONSTRUCTION EQUIPMENT

ANCHORING DETAIL

STRAW BALE BARRIERS

SYMBOL

EC-7

DUST CONTROL
EC-7

DEFINITION

A COMPREHENSIVE PLAN TO LIMIT OFFSITE SEDIMENT DEPRESSION BY MINIMIZING OR CONTROLLING AIRBORNE FUGITIVE DUST.

PURPOSE

SEDIMENTS WHICH ARE TRANSPORTED FROM CONSTRUCTION SITES BY STORMWATER RUNOFF, WIND, EROSION AND VEHICLE TRACKOUT ARE OFTEN RE-DEPOSITED TO THE AIR BY SUBSEQUENT VEHICULAR TRAFFIC AND HIGH WINDS. THEREFORE, THESE SEDIMENTS MAY BE TRANSPORTED BY THE NEXT RAINFALL INTO PUBLIC STREET SEWER SYSTEMS, IMPLEMENTATION OF DUST CONTROL MEASURES TO MINIMIZE THE GENERATION OF FUGITIVE DUST FROM CONSTRUCTION SITES WILL REDUCE PARTICULATE MATTER IN THE AIR, WHICH HAS SIGNIFICANT HEALTH EFFECTS TO WORKERS AND ANY NEARBY RESIDENTS. THERE ARE THREE METHODS OF DUST CONTROL (1) GEOTEXTILES, MATS, PLASTIC COVERES, AND OTHER MECHANICAL METHODS (2) DUST PALLIATIVES (SOIL BINDERS), AND (3) REVEGETATION.

APPROPRIATE APPLICATIONS

DUST CONTROL MEASURES SHOULD BE APPLIED AT THE FOLLOWING LOCATIONS AND ACTIVITIES:

- GRADING OPERATIONS (LAND CLEARING AND EARTHMOVING)
- DRILLING AND BLASTING
- BATCH DROP OPERATIONS (LOADER OPERATION)
- EXPOSED AREAS, CLEARED UNSTABILIZED AREA.
- VEHICLE TRAFFIC ON UNPAVED SURFACES
- SEDIMENT TRACKING ON PAVED SURFACES
- BLASTING AND WRECKING PLANT OPERATIONS

SOIL AND DEBRIS STORAGE PILES

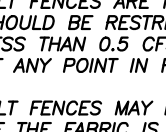
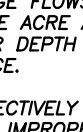
THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE MARICOPA COUNTY ORDINANCE. A SUMMARY OF THE BASIC REQUIREMENTS ARE AS FOLLOWS:

- PERMITS REQUIRE THE USE OF REASONABLY AVAILABLE DUST CONTROL MEASURES.
- ENFORCE VISIBLE OPACITY EMISSION LIMITS TO DETERMINE COMPLIANCE.
- REQUIRE DUST CONTROL PLANS FOR CONSTRUCTION OR LAND CLEARING PROJECTS.

SYMBOL	DUST CONTROL	 2 of 5
EC-7	EC-7	
ENFORCEMENT ACTIVITIES WITH PROMPT GIVEN TO CITIZEN COMPLAINTS. REQUIRE CONTRACTORS TO MAINTAIN RECORDS.		
LIMITATIONS		
DUST SUPPRESSANTS HAVE A RANGE OF LIMITATIONS AND PRECAUTIONS. REFER TO COMMONLY USED DUST SUPPRESSANTS TABLE FOR LIMITATIONS OF EACH TYPE OF DUST SUPPRESSANT.		
ALL DUST SUPPRESSANTS ARE TEMPORARY IN NATURE AND MAY NEED REAPPLICATION (S) THROUGHOUT THE LIFE OF A PROJECT.		
DUST SUPPRESSANTS REQUIRE A MINIMUM CURING TIME UNTIL FULLY EFFECTIVE, AS PRESCRIBED BY THE MANUFACTURER, WHICH MAY BE 24 HOURS OR LONGER. REAPPLICATION MAY BE NECESSARY AFTER A STORM EVENT.		
DUST SUPPRESSANTS WILL GENERALLY EXPERIENCE SPOT FAILURES DURING HEAVY RAINFALL EVENTS. IF RUNOFF PENETRATES THE SOIL AT THE TOP OF A SLOPE TREATED WITH A SOIL BINDER, THE RUNOFF MAY COMPLETELY UNDERMINE THE STABILIZED SOIL LAYER AND DISINTEGRATE AT A POINT DOWN THE SLOPE.		
DUST SUPPRESSANTS MAY NOT PENETRATE SOIL SURFACES MADE UP PRIMARILY OF SILT AND CLAY, PARTICULARLY WHEN COMPACTED.		
SOME DUST SUPPRESSANTS CAN BE ENVIRONMENTALLY HAZAROUS, ESPECIALLY IF THE DUST SUPPRESSANT DISSOLVES IN WATER. DISSOLVED CHEMICALS CAN MIGRATE WITH THE RUNOFF OR PERCOLATE FURTHER BELOW THE GROUND SURFACE. FOR ADDITIONAL INFORMATION REFER TO THE EPA DOCUMENT, "POTENTIAL ENVIRONMENTAL IMPACTS OF DUST SUPPRESSANTS: AVOIDING ANOTHER TIMES BEACH", REFERENCED AT THE END OF THIS BWP.		
SOME DUST SUPPRESSANTS DO NOT PERFORM WELL WITH LOW RELATIVE HUMIDITY, WHILE OTHERS BECOME SUPEROILY OR LEACH OUT OF THE SOIL UNDER HEAVY PRECIPITATION.		
PLANNING CONSIDERATIONS		
MANY OF THE REASONABLY AVAILABLE CONTROL MEASURES FOR CONTROLLING FUGITIVE DUST FROM CONSTRUCTION SITES CAN ALSO BE IMPLEMENTED TO REDUCE DUSTS FROM EXISTING INDUSTRIAL POLLUTION PLANTS. THOSE BEST MANAGEMENT PRACTICES INCLUDE:		
PAVE, VEGETATE, OR CHEMICALLY STABILIZE ACCESS POINTS TO PAVED ROADS.		
PROVIDE COVERS FOR TRUCKS TRANSPORTING MATERIALS THAT CONTRIBUTE DUST.		

SYMBOL	DUST CONTROL	DUST CONTROL CHECK BY DATE
EC-7	EC-7	3 of 5
PROVIDE FOR WET SUPPRESSION OR CHEMICAL STABILIZATION OF EXPOSED SOILS.		
PROVIDE FOR RAPID CLEANUP OF SEDIMENTS DEPOSITED ON PAVED ROADS.		
FURNISH STABILIZED CONSTRUCTION ROAD ENTRANCES AND VEHICLE WASH DOWN AREAS.		
STABILIZE UNPAVED HAIL ROADS, PARKING AND STAGING AREAS. IMPLEMENT DUST CONTROL MEASURES FOR MATERIAL STOCKPILES.		
PREVENT DRAINAGE OF SEDIMENT--LADEN STORMWATER ONTO PAVED SURFACES.		
STABILIZE ABANDONED CONSTRUCTION SITES USING VEGETATION OR CHEMICAL STABILIZATION METHODS.		
LIMIT THE AMOUNT OF AREAS DISTURBED BY CLEARING AND EARTH MOVING OPERATIONS BY SCHEDULING THESE ACTIVITIES IN PHASES.		
RECOMMENDED STANDARDS AND SPECIFICATIONS		
THERE ARE MANY PRODUCTS AVAILABLE AS DUST SUPPRESSANTS FOR CHEMICALS AVAILABLE AND RECOMMENDATIONS FOR THEIR USE ARE UNLIMARIZED IN COMMONLY USED DUST SUPPRESSANTS TABLE.		
RECOMMENDED MAINTENANCE AND INSPECTION		
DUST CONTROL IS AN ONGOING PROCESS DURING SITE CONSTRUCTION. RE-APPLICATION OF DUST CONTROL MEASURES MAY BE NECESSARY UNTIL CONSTRUCTION IS COMPLETE.		
POST CONSTRUCTION METHODS		
CONSIDER REVEGETATION OR EMULSION CHALK SEALS FOR MORE PERMANENT DUST CONTROL AFTER THE CONSTRUCTION PROJECT HAS BEEN COMPLETED.		

SYMBOL  S.F.	SILT FENCE SP-5
DEFINITION	 1 of 9
PURPOSE THERE ARE TWO MAIN PURPOSES FOR SILT FENCES: • TO INTERCEPT AND DETAIN SMALL AMOUNTS OF SEDIMENT FROM DISTURBED AREAS DURING CONSTRUCTION OPERATIONS IN ORDER TO PREVENT SEDIMENT FROM LEAVING THE SITE. • TO DECREASE THE VELOCITY OF SHEET FLOWS AND LOW-TO-MODERATE LEVEL CHANNEL FLOWS.	
APPROPRIATE APPLICATIONS	
SILT FENCES, AS THE NAME IMPLIES, ARE MORE EFFECTIVE WITH SANDY OR SILTY SOIL TYPES. FOR VERY FINE GRAINED SOILS, SUCH AS CLAYS, A SOILS ENGINEER SHOULD CONFIRM THE SUITABILITY OF A SILT FENCE FOR THAT AREA. SILT FENCES ARE GENERALLY APPLICABLE TO CONSTRUCTION SITES WITH RELATIVELY SMALL DRAINAGE AREAS. SILT FENCES ARE NOT INTENDED FOR USE IN DETAINING CONCENTRATED FLOWS. THEY ARE APPROPRIATE WHERE RUNOFF OF LOW-TO-LOW-MID FLOW, NOT EXCEEDING 0.5 CUBIC FOOT PER SECOND (CFS), THE DRAINAGE AREA FOR SILT FENCES GENERALLY SHOULD NOT EXCEED 0.25 ACRE PER 100 FEET (7') OF FENCE LENGTH. OVER FENCE LENGTH ABOVE THE FENCE SHOULD NOT EXCEED 100 FT. SILT FENCES MAY BE USED:	
• BELOW DISTURBED AREAS WHERE RUNOFF MAY OCCUR IN THE FORM OF SHEET AND RILL EROSION; WHEN EVER RUNOFF HAS THE POTENTIAL TO IMPACT DRAINAGE RESOURCES.	
• PARALLEL TO MINOR DRAINS OR DITCH LINES FOR UP TO ONE ACRE OF COEXISTING DRAINAGE AREAS.	
• FOR BOTH SITE DEVELOPMENT AREAS AND LINEAR ROADWAY TYPE PROJECTS.	
LIMITATIONS	
• SILT FENCES ARE LESS EFFECTIVE IN AREAS WITH PREDOMINANTLY CLAY SOIL TYPES. • SILT FENCES WILL CREATE A TEMPORARY SEDIMENTATION POND ON THE UPSTREAM SIDE OF THE FENCE, WHICH MAY CAUSE TEMPORARY FLOODING.	

S.Y.M.B. 	SILT FENCE SPC-5	 WALK SAFELY WATCH YOUR STEP
2 of 3		
• SILT FENCES ARE NOT PRACTICAL FOR LARGE FLOWS. DRAINAGE AREAS SHOULD BE RESTRICTED TO LESS THAN ONE ACRE AND A FLOW RATE LESS THAN 100 CFS. DO NOT ALLOW THE PORE SIZE TO EXCEED 1.5 FT AT ANY POINT ALONG THE SILT FENCE. • SILT FENCES MAY NOT FILTER RUNOFF EFFECTIVELY IF THE PORE SIZE OF THE FABRIC IS INCORRECTLY SELECTED, IMPROPERLY INSTALLED FENCES ARE SUBJECT TO FAILURE FROM UNDERCUTTING, OVERTOPPING OR COLLAPSING.		
PLANNING CONSIDERATIONS		
IF THE SITE CONTAINS A HIGH CONTENT OF CLAYS, CONSULT A SOILS ENGINEER BEFORE INSTALLING A SILT FENCE. THE URBAN HIGHWAY AND TRANSPORTATION DEPARTMENT HAS SHOWN THAT SILT FENCES CAN TRAP A MUCH HIGHER PERCENTAGE OF SUSPENDED SEDIMENTS THAN STRAW BALES. HOWEVER, THE PREFFERABLE BALE TO STRAW BALE IN MANY CASES. HOWEVER, WHILE THE FAILURE RATE OF SILT FENCES IS LOWER THAN THAT OF STRAW BARBERS, THERE ARE MANY INSTANCES LOCALLY IN WHICH SILT FENCES HAVE BEEN IMPROPERLY INSTALLED. THE INSTALLATION METHODS OUTLINED HERE CAN IMPROVE PERFORMANCE.		
• ANCHOR THE SITE FENCE FABRIC BELOW THE GROUND SURFACE SUFFICIENTLY TO PREVENT FLOW FROM UNDERCUTTING THE FENCE.		
• CONSTRUCT ALONG A LEVEL CONTOUR.		
• SILT FENCES SHOULD REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.		
• PROVIDE SUFFICIENT ROOM FOR SEDIMENT REMOVAL EQUIPMENT BETWEEN THE SILT FENCE AND TOES OF SLOPES OR OTHER OBSTRUCTIONS.		
• THE ENDS OF THE FILTER FENCE SHOULD BE TURNED UPHILL TO PREVENT STORMWATER FROM FLOWING AROUND THE FENCE.		
• PROVIDE AN UNDISTURBED OR STABILIZED OUTLET SUITABLE FOR SHEET FLOW.		
• DO NOT CONSTRUCT IN LIVE STREAMS OR INTERMITTENTLY FLOWING CHANNELS.		
AS ALTERNATIVES TO SILT FENCES, CONSIDER USING THE FOLLOWING: DIVERSION DITCHES, ORGANIC FILTER BARRIER, GRAVEL FILTER BERMAS, SAND BAG BARRIERS, DEVEGETATED STORM DRAIN PROTECTION.		
RECOMMENDED STANDARDS AND SPECIFICATIONS		
MATERIALS		
SELECTION OF A FILTER FABRIC IS BASED ON SOIL CONDITIONS AT THE CONSTRUCTION SITE, WHICH AFFECT THE EQUIVALENT OPENING SIZE (EOS)		

SYMBOL	SILT FENCE SPC-5	
S.F.		
FABRIC SPECIFICATION, AND CHARACTERISTICS OF THE SUPPORT FENCE, WHICH AFFECT THE CHOICE OF TENSILE STRENGTH, AND DISSEAL, SHOULD SPECIFICALLY A FILTER FABRIC THAT RETAINS THE SOIL FOUND ON THE CONSTRUCTION SITE YET WILL HAVE OPENINGS LARGE ENOUGH TO PERMIT DRAINAGE TO PREVENT CHOKING. IF 50 PERCENT (50) OR LESS OF THE SOIL, BY WEIGHT, PASSES THROUGH US STANDARD SIZE NO. 200, SELECT THE EDS THAT WILL RETAIN 85% OF THE SOIL, BY WEIGHT; IN ADDITION, CONSIDER THE FOLLOWING RECOMMENDATIONS IN THE TABLE BELOW DURING THE SELECTION OF THE EQUIVALENT OPENING SIZE:		
US STANDARD SIEVE NO.	SIEVE HOLE SIZE, INCHES	COMMENTS EDS RECOMMENDATIONS
70	0.0058	THE EDS SHOULD NOT BE LARGER THAN THE OPENINGS OF US SIEVE NO. 70.
	0.0083	IF THERE IS DIRECT DISCHARGE TO A STREAM, LAKE, OR WETLAND, THEN THE EDS SHOULD NOT BE GREATER THAN THE OPENINGS OF US SIEVE NO. 100.
200	0.0029	IF GREATER THAN 85% OF THE SOIL PASSES THIS SIEVE HOLE, BY WEIGHT, DO NOT USE SILT FENCES. MOST OF THE PARTICLES IN SUCH A SOIL WOULD NOT BE RETAINED IF THE EDS ARE GREATER THAN THEY WOULD CLOG THE FENCE QUICKLY IF THE EDS WERE TOO SMALL. CONSIDER THE FOLLOWING SEDIMENT BROWNS AS AN ALTERNATIVE BMP:
FABRIC FENCES ARE SUPPORTED WITH WIRE MESH, AS RECOMMENDED BY THE FABRIC MANUFACTURER. FABRIC MATERIAL SHOULD TOLERATE ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF SIX MONTHS OF EXPECTED USABLE LIFE AT A TEMPERATURE RANGE OF F. ° F. TO 120 ° F.		
INSTALLATION		
THE FOLLOWING DRAINAGE AND TOPOGRAPHICAL CHARACTERISTICS OF THE SITE SHOULD BE CONSIDERED BEFORE INSTALLING SILT FENCES.		
- UPSTREAM DRAINAGE AREA LIMITED TO 1 ACRE OR LESS WHEN USED ALONE OR IN COMBINATION WITH SEDIMENT BASIN IN A LARGER SITE. - MAXIMUM SLOPE STEEPNESS PERPENDICULAR TO FENCE LINE IS 1:1. - MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE FENCE IS 100 FEET. - SILT FENCES ARE NOT INTENDED FOR CONCENTRATED FLOWS GREATER THAN 0.5 CFS.		

S.Y.M. **SILT FENCE**

SPC-5

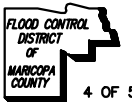
- * FILTER FENCES ARE TO BE CONSTRUCTED, AS DESCRIBED BELOW, ON A LEVEL CONTOUR TO MAXIMIZE THE AVAILABLE PONDING AREA AND PREVENT CONCENTRATION OF FLOW ALONG THE FENCE.
- * POSTS SHOULD BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 30 INCHES.
- * A TRENCH SHOULD BE EXCAVATED APPROXIMATELY 6 INCHES WIDE AND 12 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
- * WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHOULD BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE TRENCH WITH GALVANIZED STEEL WIRE OR AT LEAST 1/2 INCH LONG, THE WIRES OR HOG RINGS; THE WIRE SHOULD EXTEND INTO THE TRENCH A MINIMUM OF 4 INCHES.
- * THE STANDARD STRENGTH FILTER FABRIC SHOULD BE STAPLED OR NAILFASTENED TO THE FENCE, AND 20 INCHES OF THE FABRIC SHOULD EXTEND INTO THE TRENCH, WHEN EXTRA-STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED AND THE FILTER FABRIC STAPLED OR WIRNED DIRECTLY TO THE POSTS.
- * THE USE OF JOINTS SHOULD BE AVOIDED, WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHOULD BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH AN OVERLAP OF 12 INCH/4 AND BOTH ENDS SECURELY FASTENED TO THE POST.
- * THE TRENCH SHOULD BE BACKFILLED WITH 3/4-INCH MINIMUM DIAMETER WASHED GRAVEL OR COMPACTED NATURAL MATERIAL.

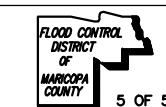
REQUIRED MAINTENANCE AND INSPECTION

SILT FENCES SHOULD BE INSPECTED REGULARLY AND FREQUENTLY AS WELL AS AFTER EACH RAINFALL EVENT TO ENSURE THAT THEY ARE INTACT AND THAT THERE ARE NO GAPS AT THE FENCE-GROUND INTERFACE OR TEARS ALONG THE LENGTH OF THE FENCE. DAMPS OR TEARS ARE FOUND, THE FENCES SHOULD BE REPAIRED OR THE FABRIC SHOULD BE REPLACED IMMEDIATELY. ACCUMULATED SEDIMENT MUST BE REMOVED FROM THE FENCE BASE WHEN THE SEDIMENT REACHES ONE-THIRD TO ONE-HALF THE HEIGHT OF THE FENCE. SEDIMENT REMOVAL SHOULD OCCUR MORE FREQUENTLY IF ACCUMULATED SEDIMENT IS CREATING NOTICIBLE STRAIN ON THE FABRIC AND THERE IS THE POSSIBILITY OF THE FENCE FAILING FROM A SUDDEN EROSION EVENT. WHEN THE FENCE IS DAMAGED BY A SUDDEN EROSION AREA HAS BEEN PERMANENTLY STABILIZED, WHEN THE SILT FENCE IS REPAIRING, THE ACCUMULATED SEDIMENT ALSO SHOULD BE REMOVED.

POST CONSTRUCTION METHODS

NONE.

SYMBOL		DUST CONTROL		DUST CONTROL	
EC-7		EC-7		EC-7	
TABLE 5.2		TABLE 5.2		TABLE 5.2	
TYPES	FUNCTIONAL MECHANISM	ADVANTAGES	LIMITATIONS		
FRESH WATER	MOISTURE WETS PARTICLES, THEREBY INCREASING THEIR MASS AND BINDING THEM TOGETHER.	USUALLY READILY AVAILABLE, LOW MATERIAL COST, AND EASY TO APPLY	FREQUENT LIGHT APPLICATIONS MAY BE NECESSARY DURING HOT DRY WEATHER AND CAN BE LABOR INTENSIVE. OVER APPLICATION MAY RESULT IN LOSS OF TRACTION, EROSION OR POINTS OF ROAD FAILURE.		
CALCIUM CHLORIDE	AT A RELATIVE HUMIDITY GREATER THAN APPROXIMATELY 50% (77°F), THE SALTS WITHIN THE SOIL WILL PULL MOISTURE FROM THE AIR ABOVE AND RETAIN IT IN THE SOIL.	REDUCES EVAPORATION RATE OF SURFACE MOISTURE, LOWERS THE FREEZING POINT OF WATER, WHICH REDUCES FROST AND FREEZE-THAW CYCLES, THEREBY REDUCING REQUIRED ROAD MAINTENANCE. CALCIUM CHLORIDE ALSO INCREASES THE COMPACTED DENSITY OF EXISTING ROAD BASE MATERIAL. EFFECTIVENESS IS RETAINED AFTER REBLADING.	EFFECTIVENESS IN ARID AND SEMI-ARID REGIONS MAY BE LIMITED DUE TO LOW RELATIVE HUMIDITY. IT IS VERY CORROSIVE TO ALUMINUM ALLOYS AND SLIGHTLY CORROSIVE TO STEEL. SOLUBILITY OF CALCIUM CHLORIDE RESULTS IN LEACHING DURING HEAVY PRECIPITATION. RELEASES HEAT WHEN MIXED WITH WATER.		
MAGNESIUM CHLORIDE	AT A RELATIVE HUMIDITY GREATER THAN APPROXIMATELY 50% (77°F), THE SALTS WITHIN THE SOIL WILL PULL MOISTURE FROM THE AIR ABOVE AND RETAIN IT IN THE SOIL.	REDUCES EVAPORATION RATE OF SURFACE MOISTURE, LOWERS THE FREEZING POINT OF WATER, WHICH REDUCES FROST AND FREEZE-THAW CYCLES, THEREBY REDUCING ROAD MAINTENANCE. MAGNESIUM CHLORIDE ALSO INCREASES THE COMPACTED DENSITY OF EXISTING ROAD BASE MATERIAL. EFFECTIVENESS IS RETAINED AFTER REBLADING.	EFFECTIVENESS IN ARID AND SEMI-ARID REGIONS MAY BE LIMITED DUE TO LOW RELATIVE HUMIDITY. IT IS VERY CORROSIVE TO ALUMINUM ALLOYS AND SLIGHTLY CORROSIVE TO STEEL. SOLUBILITY OF MAGNESIUM CHLORIDE RESULTS IN LEACHING DURING HEAVY PRECIPITATION.		
LIGNIN DERIVATIVES	ACT AS ADHESIVES BY BINDING SOIL PARTICLES TOGETHER AND CURING.	GREATLY INCREASES DRY STRENGTH OF SOIL, NOT HUMIDITY-DEPENDENT, IMPARTS SOME PLASTICITY TO ROAD SURFACES, AND LOWERS FREEZING POINT OF ROAD SURFACE AND BASE. EFFECTIVENESS IS RETAINED AFTER REBLADING.	HIGH SOLUBILITY RESULTS IN LEACHING DURING HEAVY PRECIPITATION. IT IS CORROSIVE TO ALUMINUM ALLOYS DUE TO ACIDITY (CO ₂) CAN NEUTRALIZE THE ACIDITY). PROPER AGGREGATE MAY BE IMPARTIAL TO PERFORMANCE. BECOMES SUPPLEY WHEN HOT AND BRITTLE WHEN COLD.		
TREE RESIN BUILDINGS (TALL OIL)	ACT AS ADHESIVES BY BINDING SOIL PARTICLES TOGETHER AND CURING.	LOW SOLUBILITY AFTER CURING MINIMIZES LEACHING AND PROVIDES DEGREE OF SURFACE WATERPROOFING. IMPARTS SOME PLASTICITY TO ROAD SURFACES, HAS A HIGH BONDING STRENGTH, AND IS NON-CORROSIVE.	REQUIRES PROPER WEATHER AND TIME TO CURE. NO RESIDUAL EFFECTIVENESS AFTER REBLADING. EQUIPMENT REQUIRES PROMPT CLEANUP TO AVOID CURING OF RESIN IN HOSES AND PIPES.		
SYNTHETIC POLYMER	BIND SOIL PARTICLES TOGETHER BY FORMING A POLYMERIZING MATRIX; A FUNCTION SIMILAR TO ADHESIVES.	APPLICABLE TO A RANGE OF EMISSION SOURCES AND FUNCTION WELL IN SANDY SOIL CONDITIONS. SOME TYPES FORM AN UNSEEDED VEGETATION TO GROW THROUGH THE POLYMER MATRIX.	REQUIRES PROPER WEATHER AND TIME TO CURE. WATER REPLENT MAY BE SUBJECT TO UV (SUNLIGHT) DEGRADATION. LONG-TERM APPLICATION MAY CAUSE ROAD TO BECOME TOO HARD FOR REBLADING. BITUMENS NOT LOWER LEACHING THAN POLYMER OIL PRODUCTS. STUDIES SHOW ADHESIVE CHARACTERISTICS OF POLYMER OIL PRODUCTS LACK ADHESIVE CHARACTERISTICS.		
BITUMENS, TARS, AND RESINS	ASPHALT AND RESINOUS PRODUCTS ARE ADHESIVE BINDING SOIL PARTICLES TOGETHER. PETROLEUM OIL PRODUCTS COAT SOIL PARTICLES, INCREASING THEIR MASS AND BINDING THEM TOGETHER.	WATER INSOLUBLE WHEN DRY; PROVIDE A DEGREE OF SURFACE WATERPROOFING. GOOD RESIDUAL EFFECTNESS.	SURFACE CRACKING FRACTURING AND POCHING MAY DEVELOP. LONG-TERM APPLICATION MAY CAUSE ROAD TO BECOME TOO HARD FOR REBLADING. BITUMENS NOT LOWER LEACHING THAN POLYMER OIL PRODUCTS. STUDIES SHOW ADHESIVE CHARACTERISTICS OF POLYMER OIL PRODUCTS LACK ADHESIVE CHARACTERISTICS.		
CEMENTITIOUS BASED BINDERS	HIGH PURITY GYPSUM MIXES WITH WATER AND MARCH TO FORM A THIN CEMENT-LIKE CRUST ON THE SOIL SURFACE.	FLEXIBLE, DURABLE, WATER PERMEABLE, AND RESISTS SOIL FLUIDS. REDUCES AMOUNT OF AGGREGATE REQUIRED DURING INITIAL CONSTRUCTION AND HAS LOWEST MAINTENANCE COSTS THAN OTHER DUST SUPPRESSANTS.	CEMENTITIOUS BASED BINDERS ARE ONLY EFFECTIVE FOR DUST CONTROL IN NON-TRAFIC AREAS. INSTEAD, CONSIDER MIXING CEMENTITIOUS BINDERS WITH SUB-BASE SOILS FOR GREATER SOIL STRENGTH.		

SYMBOL EC-7		DUST CONTROL EC-7 TABLE 5.2	DUST CONTROL TABLE 	
TYPES	IDEAL SOIL CHARACTERISTICS	RELATIVE COST COMPARISON (AVERAGE LIFE EXPECTANCY)	ENVIRONMENTAL CONSIDERATIONS	
FRESH WATER	NONE	LOW INITIAL COST, HIGH LONG-TERM MAINTENANCE COST (0 MONTHS)	MINIMAL ENVIRONMENTAL HAZARD. IF APPLIED EXCESSIVELY, MAY RESULT IN EROSION AND SEDIMENT RUNOFF. SUPPLY MAY BE LIMITED IN SOME AREAS AND, DEPENDING ON THE SOURCE, MAY REQUIRE A WATER RIGHT PERMIT.	
CALCIUM CHLORIDE	PLASTICITY INDEX>8 10-20 PERCENT FINES PASSING THE NO. 200 SIEVE (BY WEIGHT)	LOW INITIAL COST, MEDIUM LONG-TERM MAINTENANCE COST (1-6 MONTHS)	REPEATED APPLICATIONS AND LONG TERM USE MAY HARM ADJACENT VEGETATION(SEE THE MANUFACTURER'S PRODUCT INFORMATION)	
MAGNESIUM CHLORIDE	PLASTICITY INDEX>8 10-20 PERCENT FINES PASSING THE NO. 200 SIEVE (BY WEIGHT)	LOW INITIAL COST, MEDIUM LONG-TERM MAINTENANCE COST (1-6 MONTHS)	REPEATED APPLICATIONS AND LONG TERM USE MAY HARM ADJACENT VEGETATION(SEE THE MANUFACTURER'S PRODUCT INFORMATION)	
LIGNIN DERIVATIVES	PLASTICITY INDEX>8 10-20 PERCENT FINES PASSING THE NO. 200 SIEVE (BY WEIGHT)	MEDIUM INITIAL COST, LOW LONG-TERM MAINTENANCE COST (3-12 MONTHS)	LIGNIN PRODUCTS HAVE HIGH BOD (BIOLOGICAL OXYGEN DEMAND) IN AQUATIC SYSTEMS. SPILLS OR RUNOFF INTO SURFACE OR GROUNDWATERS MAY CREATE LOW DISSOLVED OXYGEN CONDITIONS RESULTING IN FISH KILL OR INCREASE IN GROUND WATER CONCENTRATIONS OF IRON, SULFUR COMPOUNDS AND OTHER POLLUTANTS. (SEE THE PRODUCT MSDS FOR SPECIFIC INFORMATION)	
TREE RESIN EMULSIONS (TALL OIL)	PLASTICITY INDEX<3 15-20 PERCENT FINES PASSING THE NO. 200 SIEVE (BY WEIGHT)	HIGH INITIAL COST, LOW LONG-TERM MAINTENANCE COST (1-6) MONTHS	(SEE THE MANUFACTURER'S PRODUCT INFORMATION)	
SYNTHETIC POLYMER	PLASTICITY INDEX<3 10-20 PERCENT FINES PASSING THE NO. 200 SIEVE (BY WEIGHT)	MEDIUM INITIAL COST, LOW LONG-TERM MAINTENANCE COST (1-6 MONTHS)	(SEE THE MANUFACTURER'S PRODUCT INFORMATION)	
BITUMENTS, TARS, AND RESINS	PLASTICITY INDEX<3 <20 PERCENT FINES PASSING THE NO. 200 SIEVE (BY WEIGHT)	HIGH INITIAL COST, LOW LONG-TERM MAINTENANCE COST (1-3 MONTHS)	USE OF USED OILS PROHIBITED. SOME PETROLEUM BASED PRODUCTS MAY CONTAIN CARCINOGENIC, POLYCYCLIC AROMATIC HYDROCARBONS (PAHS). (SEE THE MANUFACTURER'S PRODUCT INFORMATION)	
CEMENTITIOUS BASED BINDERS	DEPENDING ON THE TYPE OF CEMENTITIOUS BASED BINDER, WILL WORK WITH BOTH HIGH AND LOW PLASTICITY INDEX SOILS.	LOW INITIAL COST, MEDIUM LONG-TERM MAINTENANCE COST (3-6 MONTHS)	NONE	

SYMBOL

S.F.

SILT FENCE
SPC-5

FIRM OFFICE
PROJECT
DATE
5 OF 5

2' x 4" WOOD POST, STANDARD OR BETTER OR
EQUAL, ALTERNATE: STEEL FENCE POST

60"

2' x 2" 14 GA WIRE
FABRIC OR EQUIV.

2' x 2" 14 GA WIRE
FABRIC OR EQUIV.

6"

8' x 12" TRENCH

6" MAX.

FILTER FABRIC MATERIAL:

2' x 2" 14 GA WIRE
FABRIC OR EQUIV.

PROVIDE 3/4" - 1 1/2" WASHED
GRAVEL BACKFILL IN TRENCH AND
ON BOTH SIDES OF FILTER FENCE
FABRIC ON THE SURFACE

2' x 4" WOOD POST
ALT: STEEL FENCE POSTS

SILT FENCE



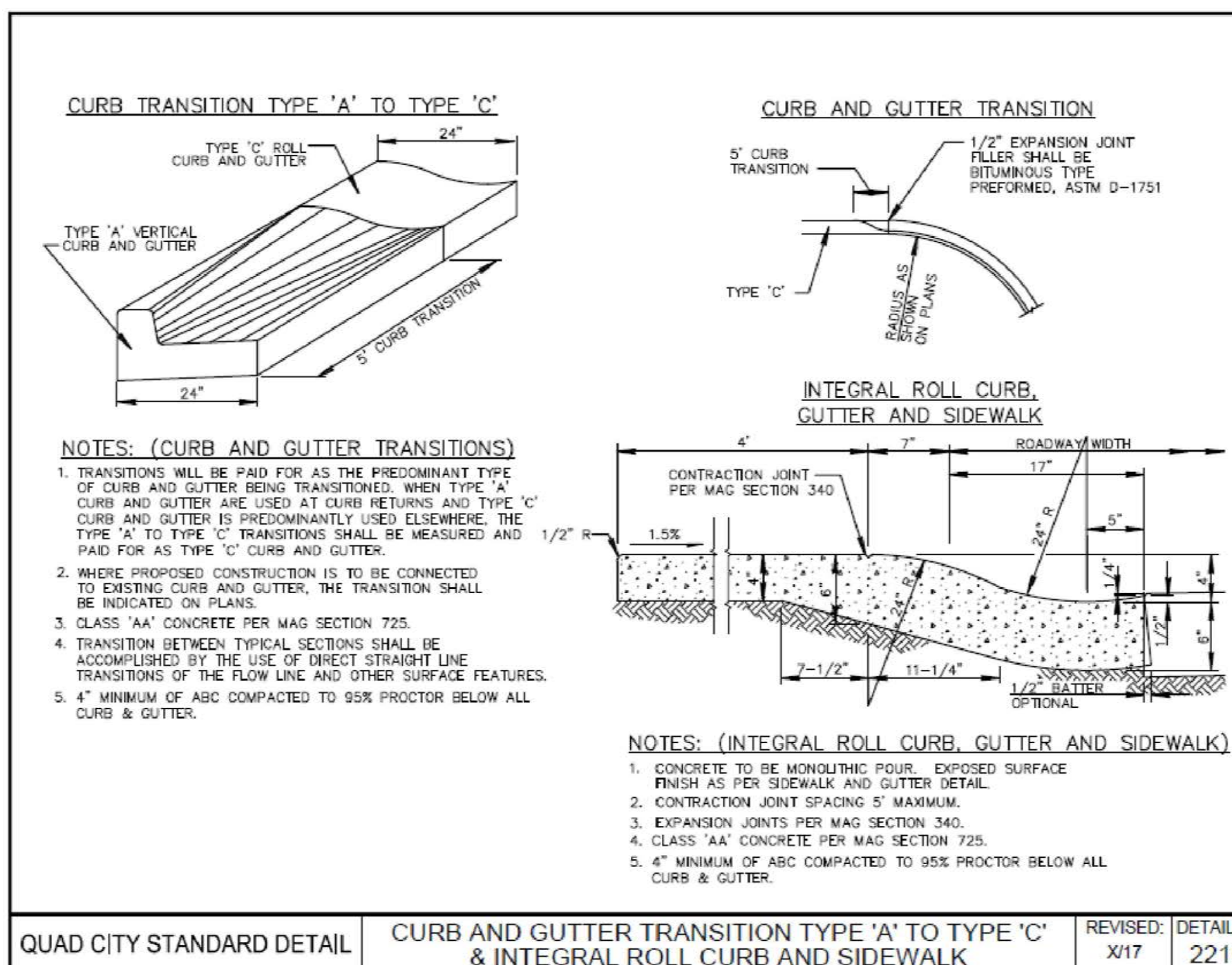
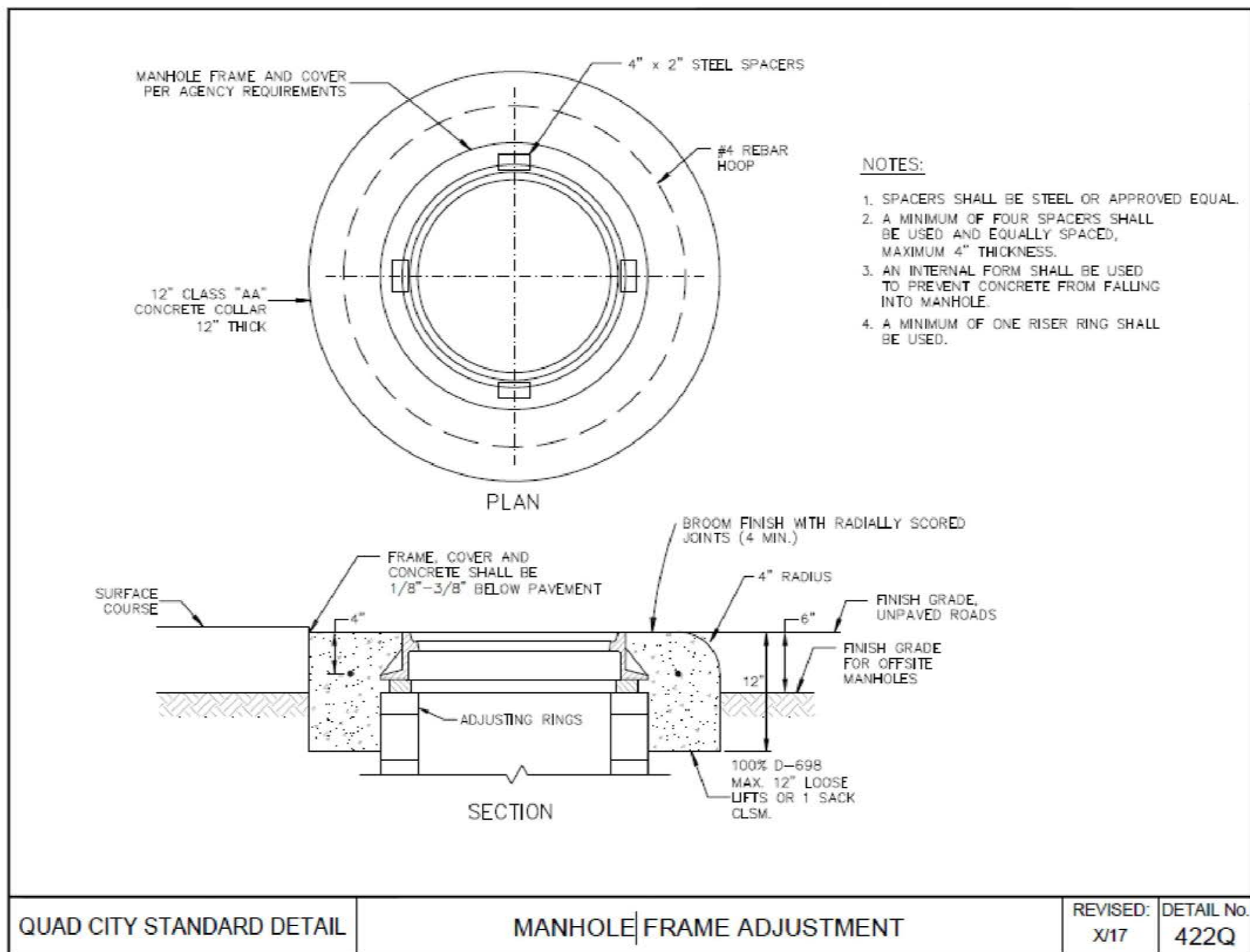
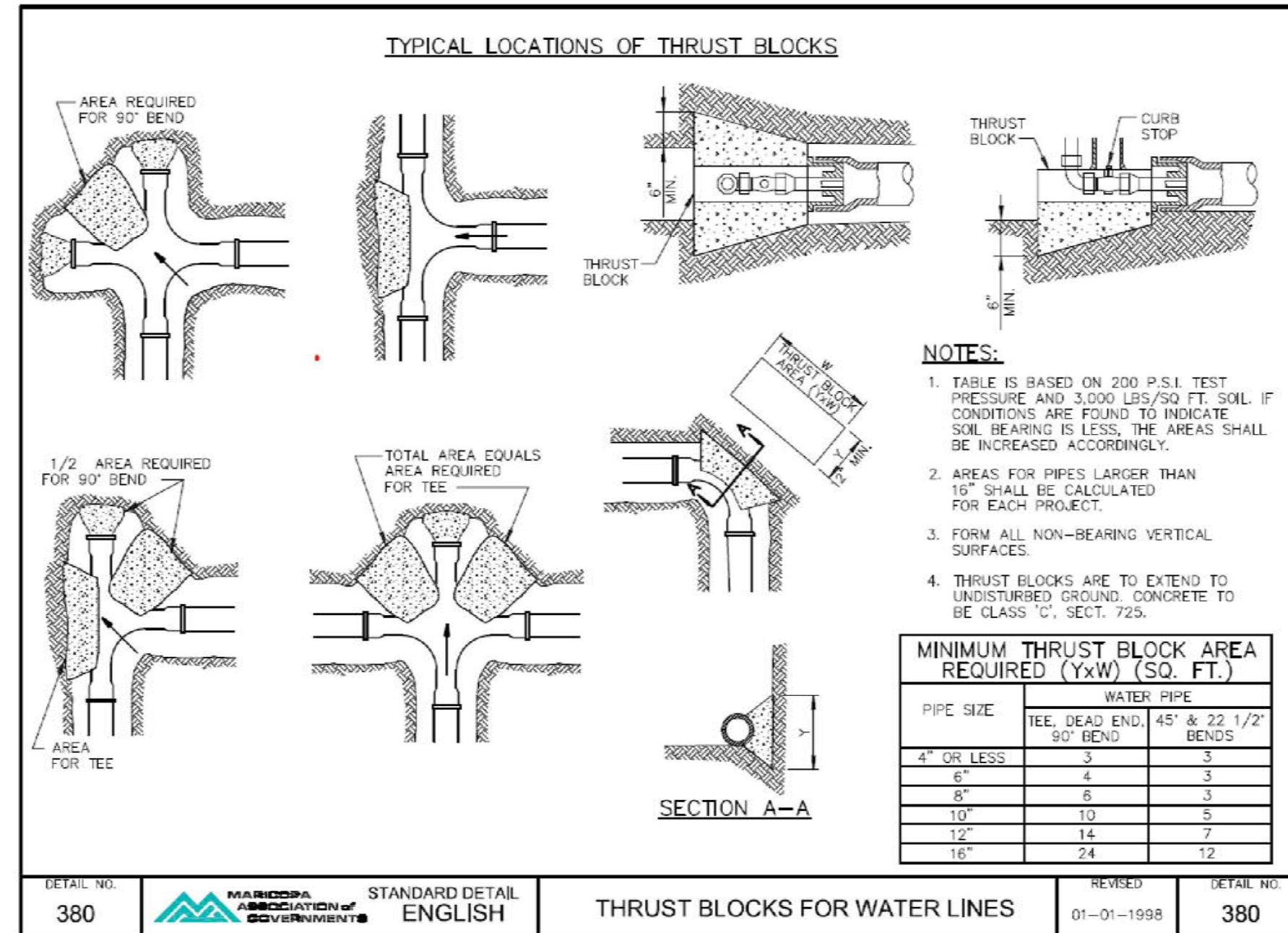
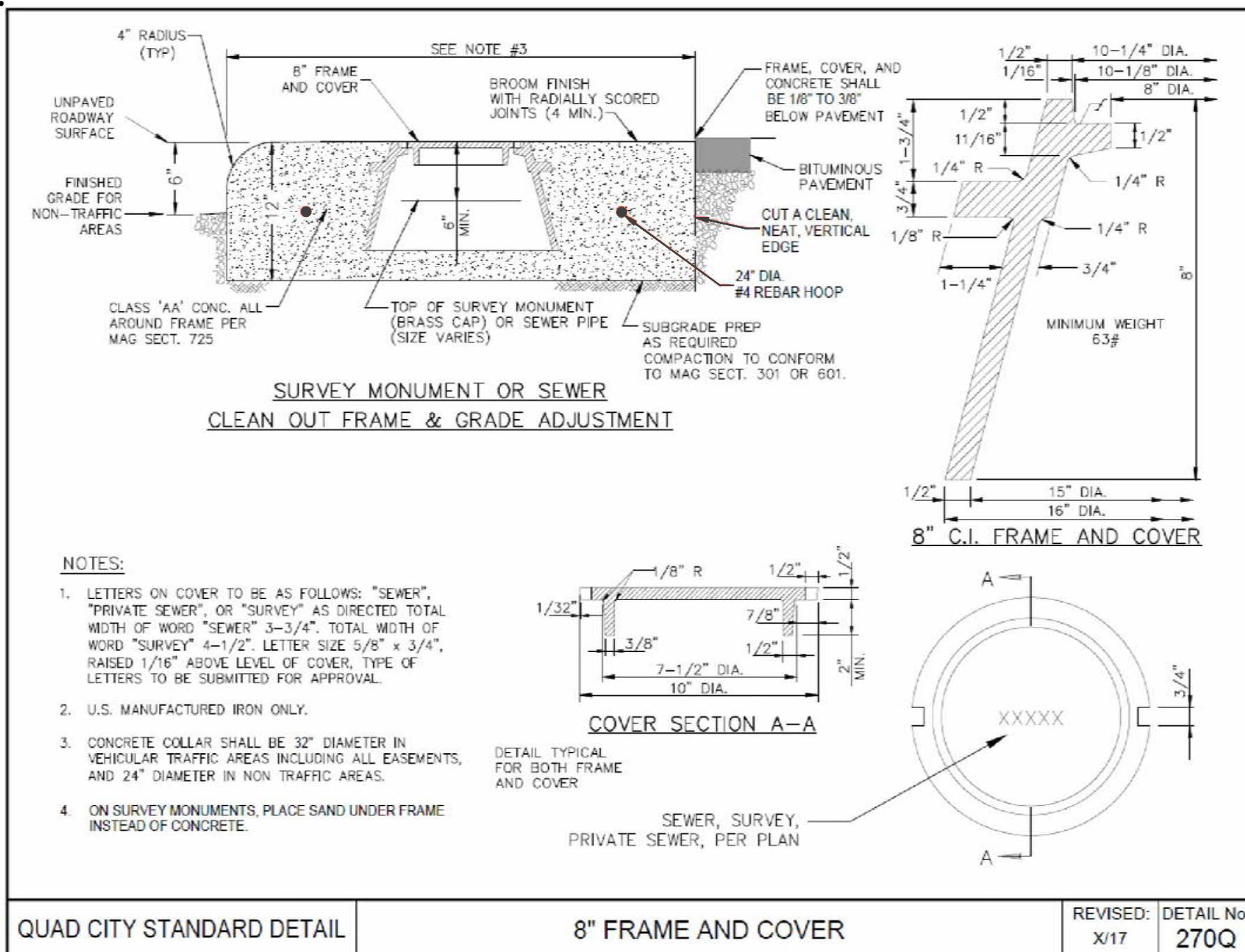
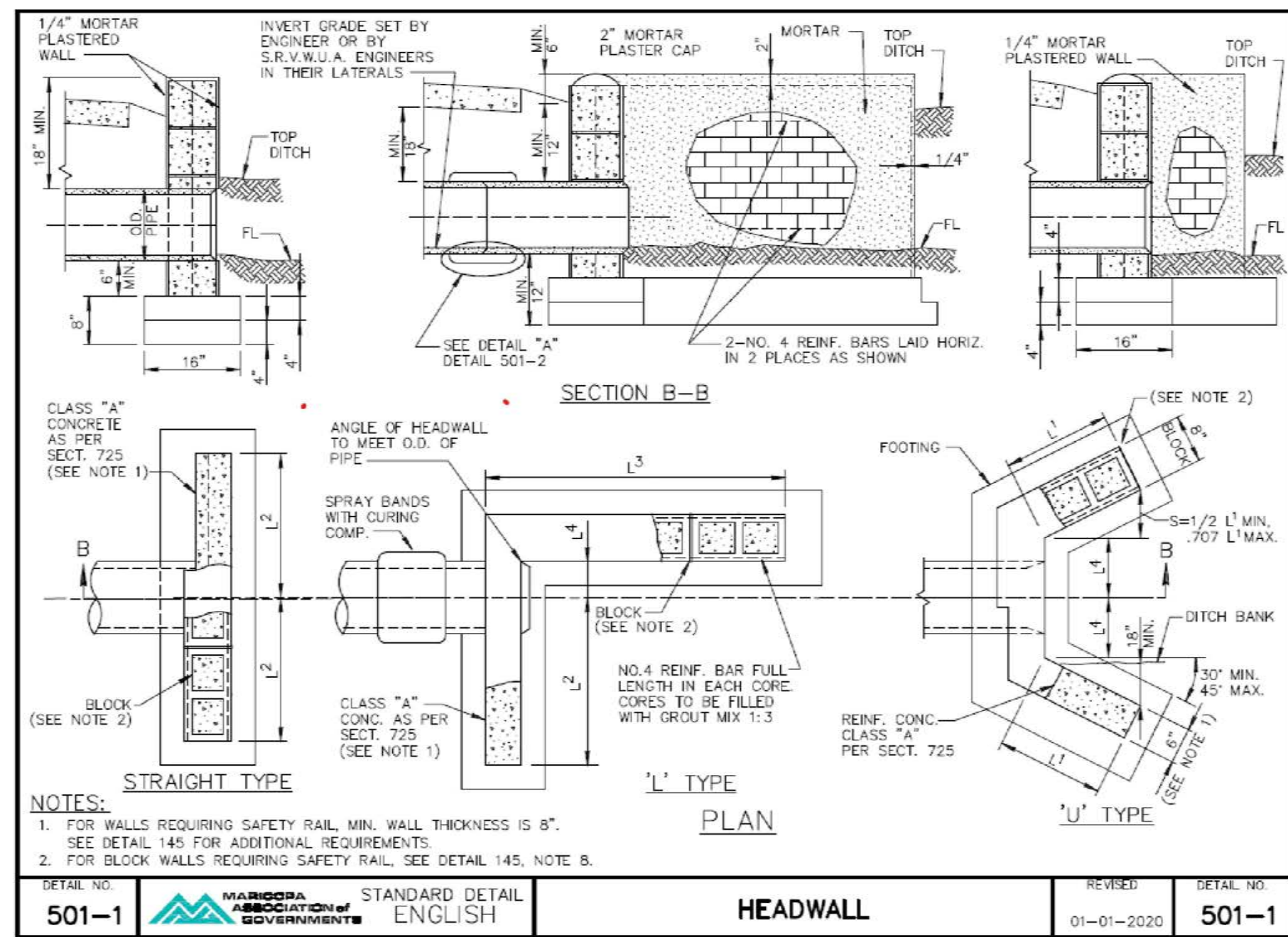
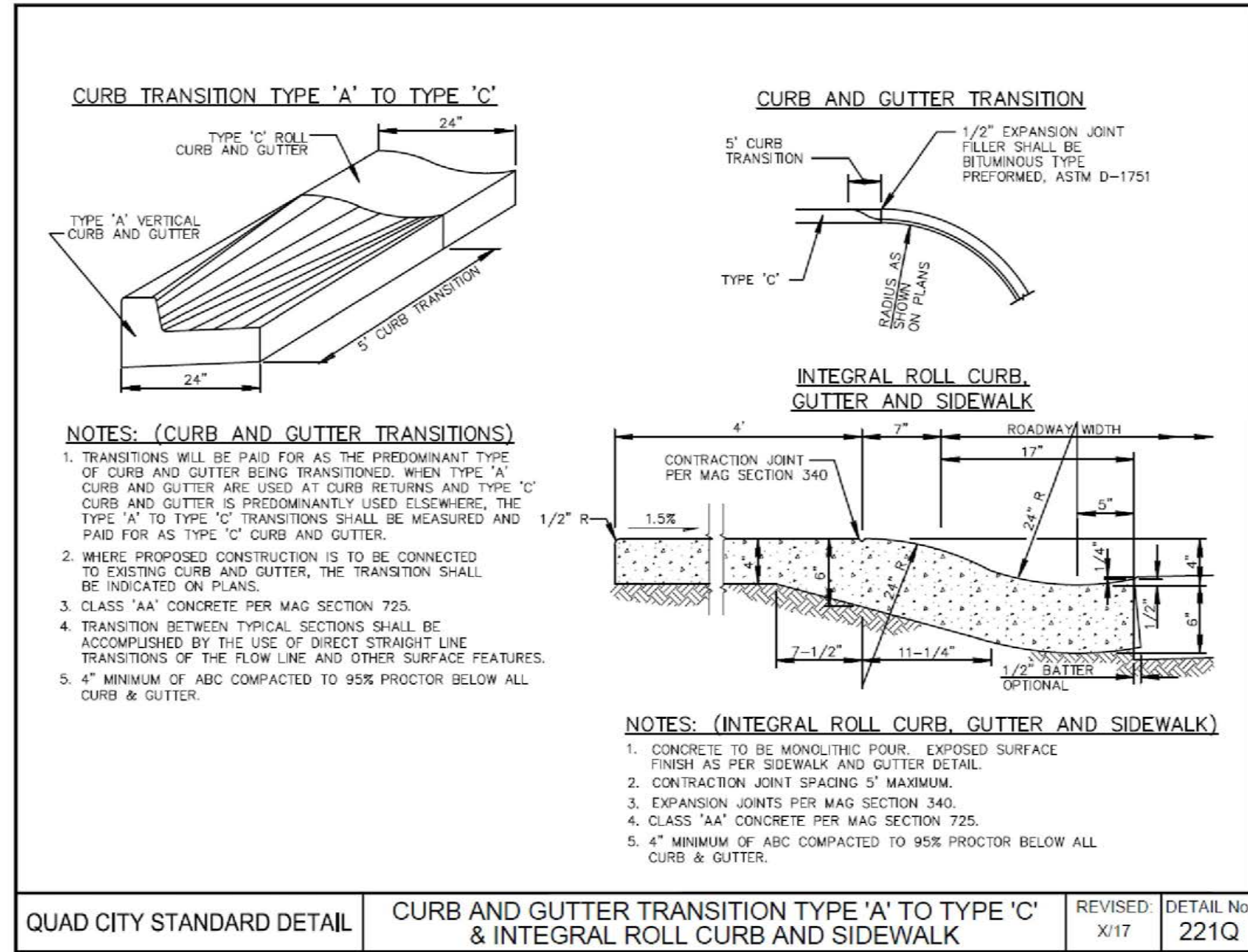
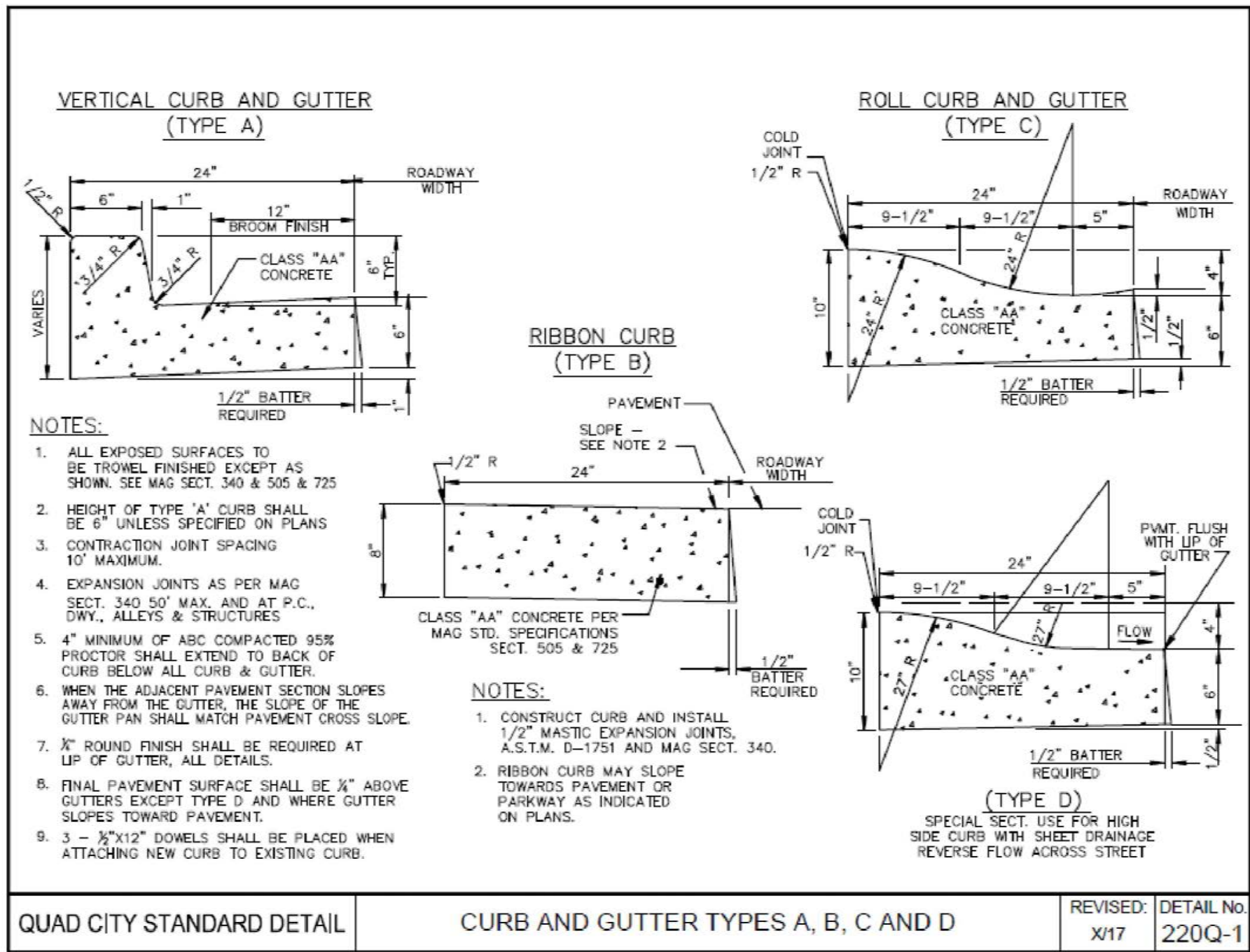


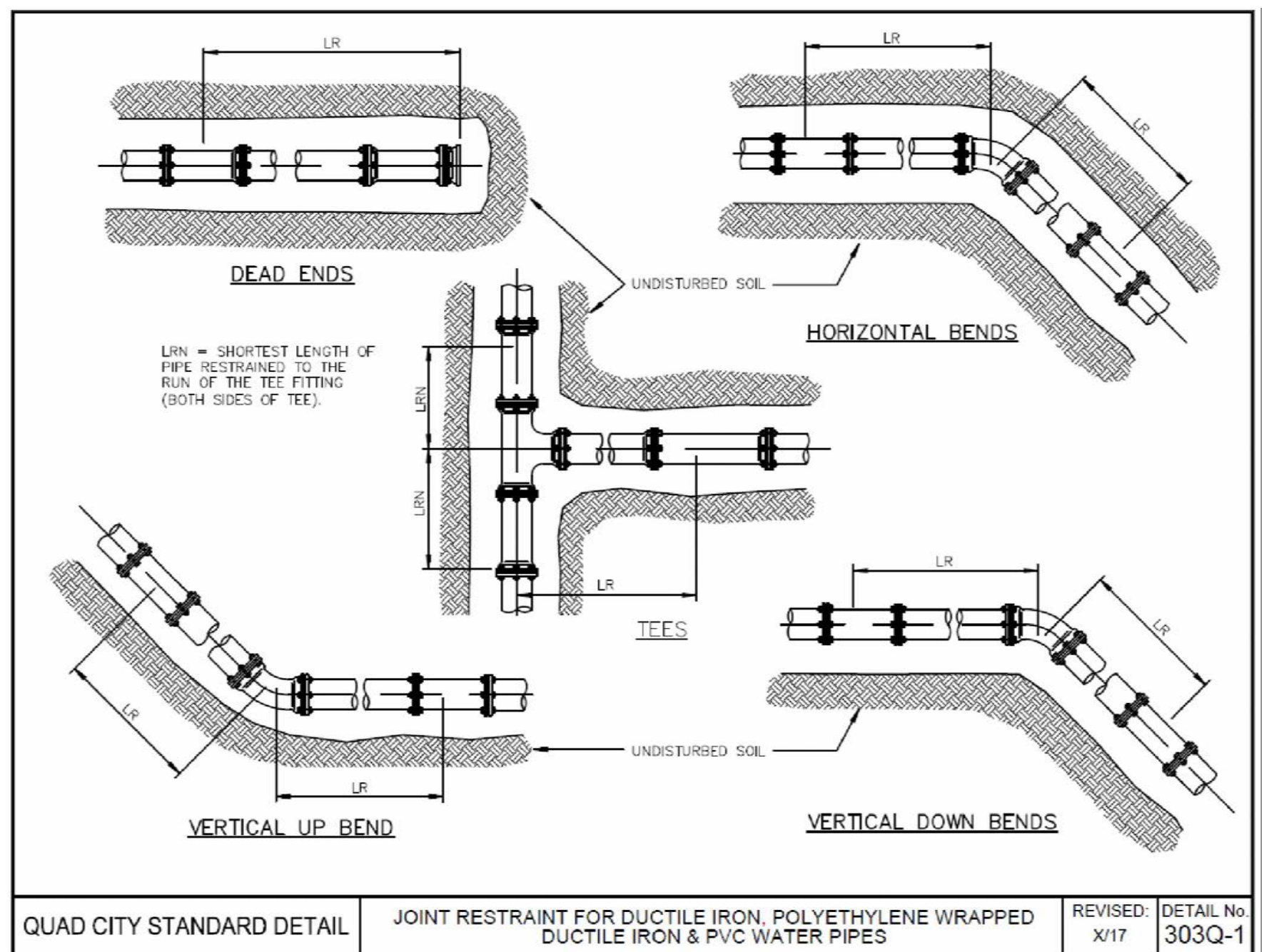
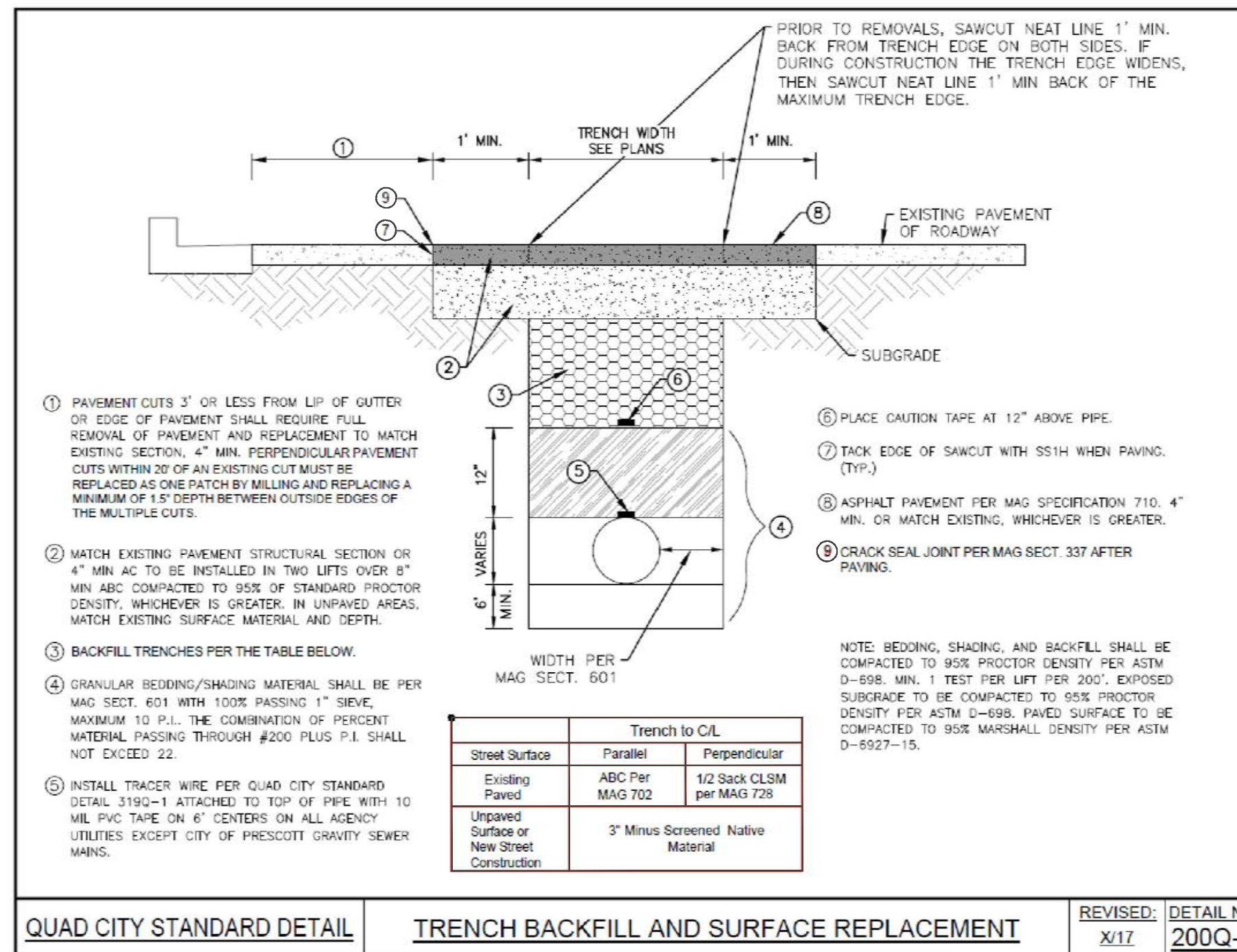

ALLEN
CONSULTING
ENGINEERS, INC.

4111 E. VALLEY AUTO DRIVE, SUITE 103
 MESA, ARIZONA 85206
 PHONE (480) 844-1666
 E-MAIL: ace@allenconsultengr.com

HIGHLANDS APARTMENTS IMPROVEMENT PLANS
1108 EAST ROAD 1 NORTH
CHINO VALLEY, ARIZONA 86323
STORM WATER POLLUTION PREVENTION PLAN

JOB NUMBER	96629	SHEET	10	OF	16
DRAWING	SWPPP DETAILS				
DRAFTSMAN	CHECKED BY		DATE		06-13-2025





RESTRAINED LENGTHS, LR, FOR DUCTILE IRON PIPE												
NOMINAL PIPE SIZE INCHES	HORIZONTAL BENDS			TEES		VERTICAL OFFSETS						VALVES & DEAD ENDS
						90° BEND FITTINGS			45° BEND FITTINGS			
	90°	45°	22-1/2°	LRN=0°	LRN=10°	DOWN BEND	UP BEND	DOWN BEND	UP BEND	DOWN BEND	UP BEND	
4	18	7	4	30	8	31	18	13	7	6	3	31
6	26	10	5	43	20	44	25	18	10	9	5	44
8	32	13	6	58	34	58	32	24	13	11	6	58
10	38	16	8	68	45	69	38	29	16	14	8	69
12	45	19	9	80	57	81	45	34	19	16	9	81
14	51	21	10	91	68	92	51	38	21	18	10	92
16	57	24	11	103	79	104	57	43	24	21	11	104
18	62	26	12	111	90	115	62	44	26	23	12	115
20	68	28	14	125	100	126	68	52	28	25	14	126
24	79	33	16	145	121	147	79	61	33	29	16	147

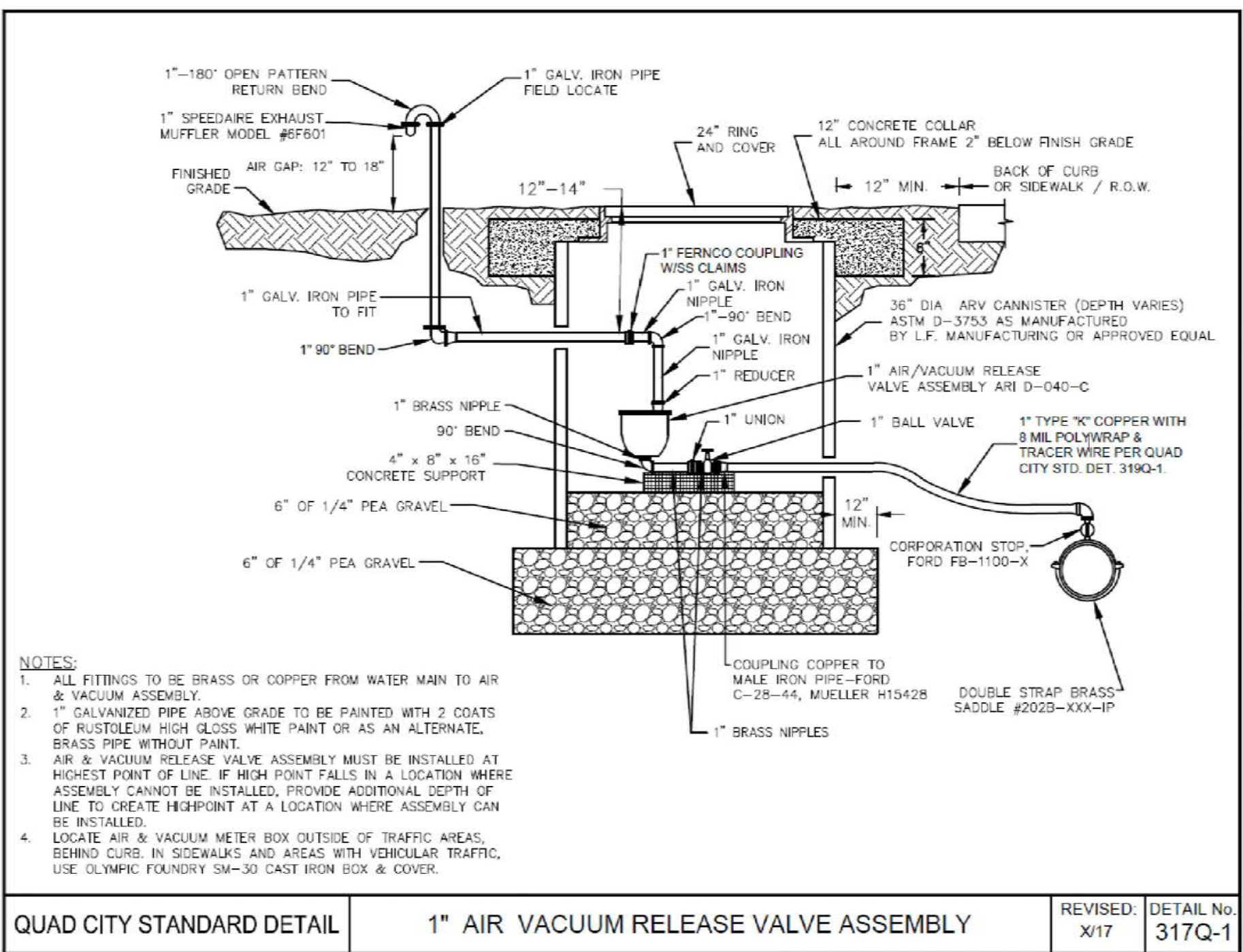
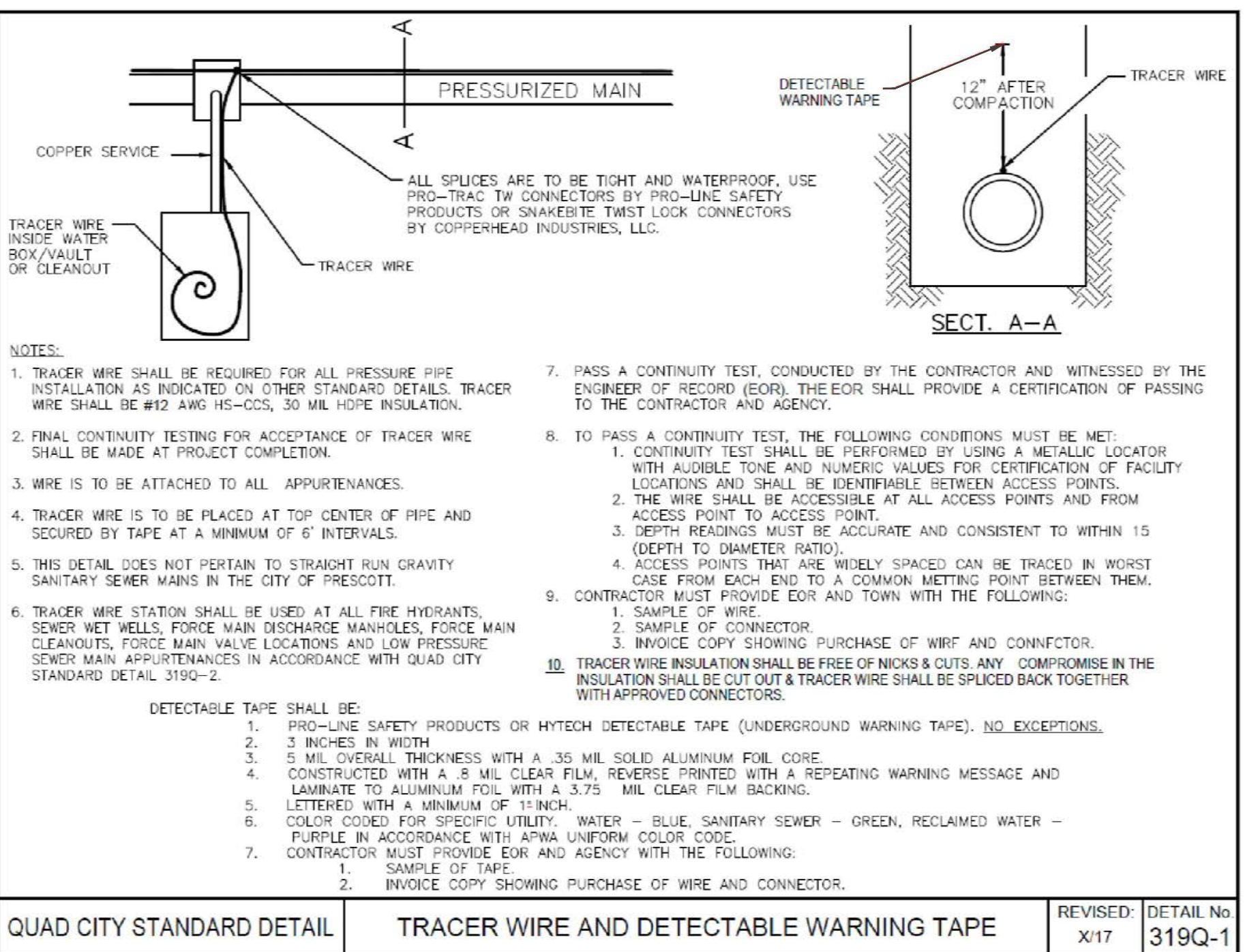
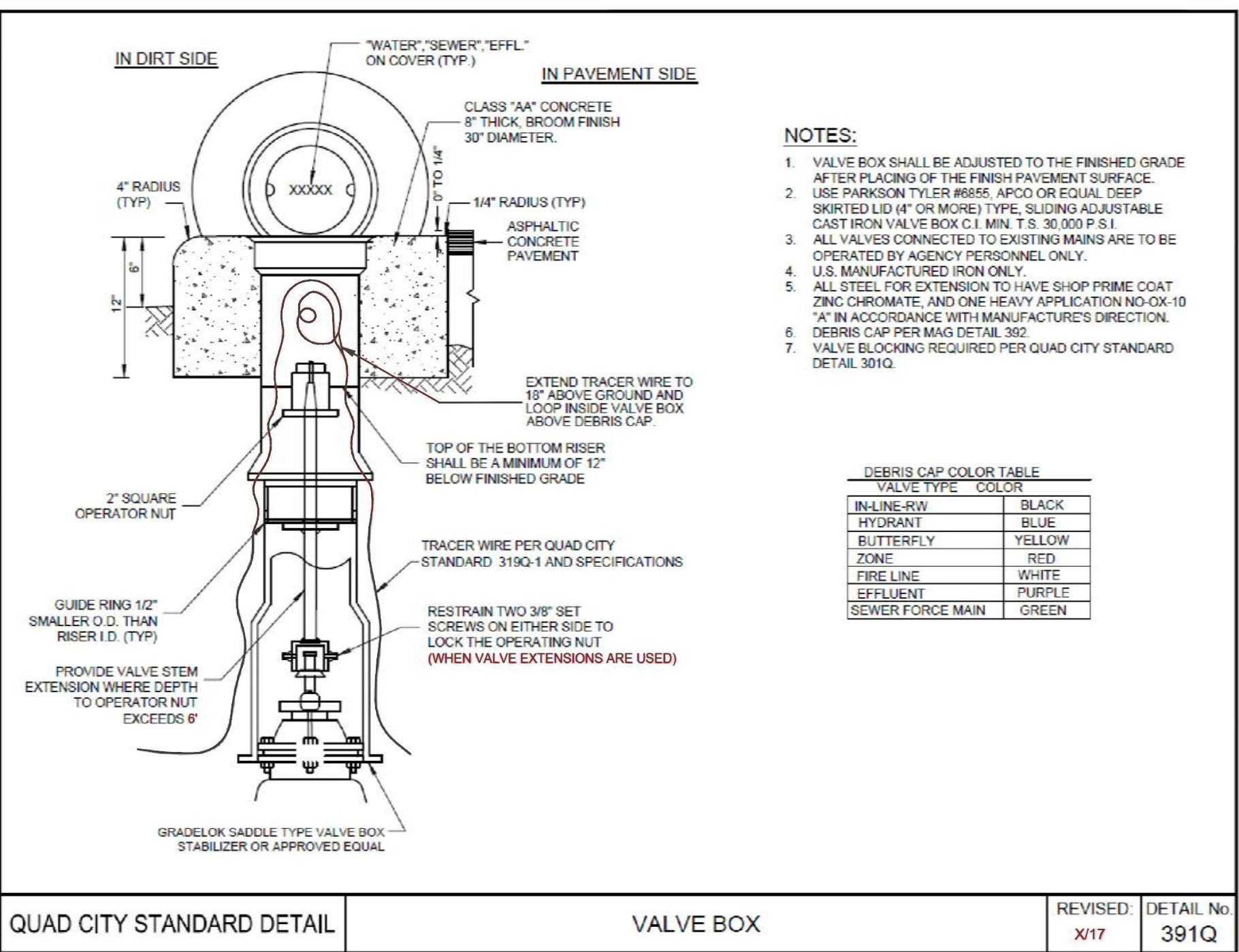
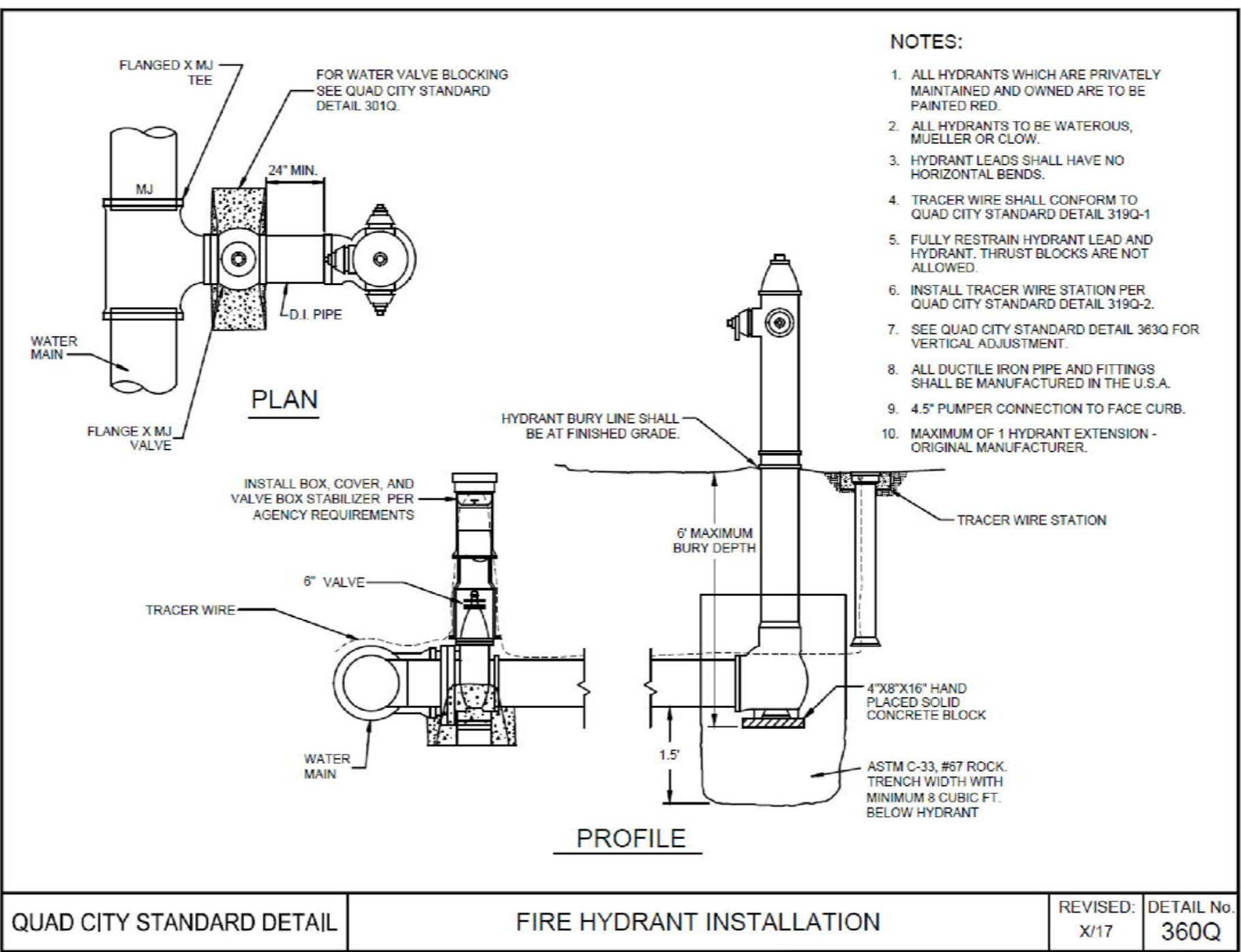
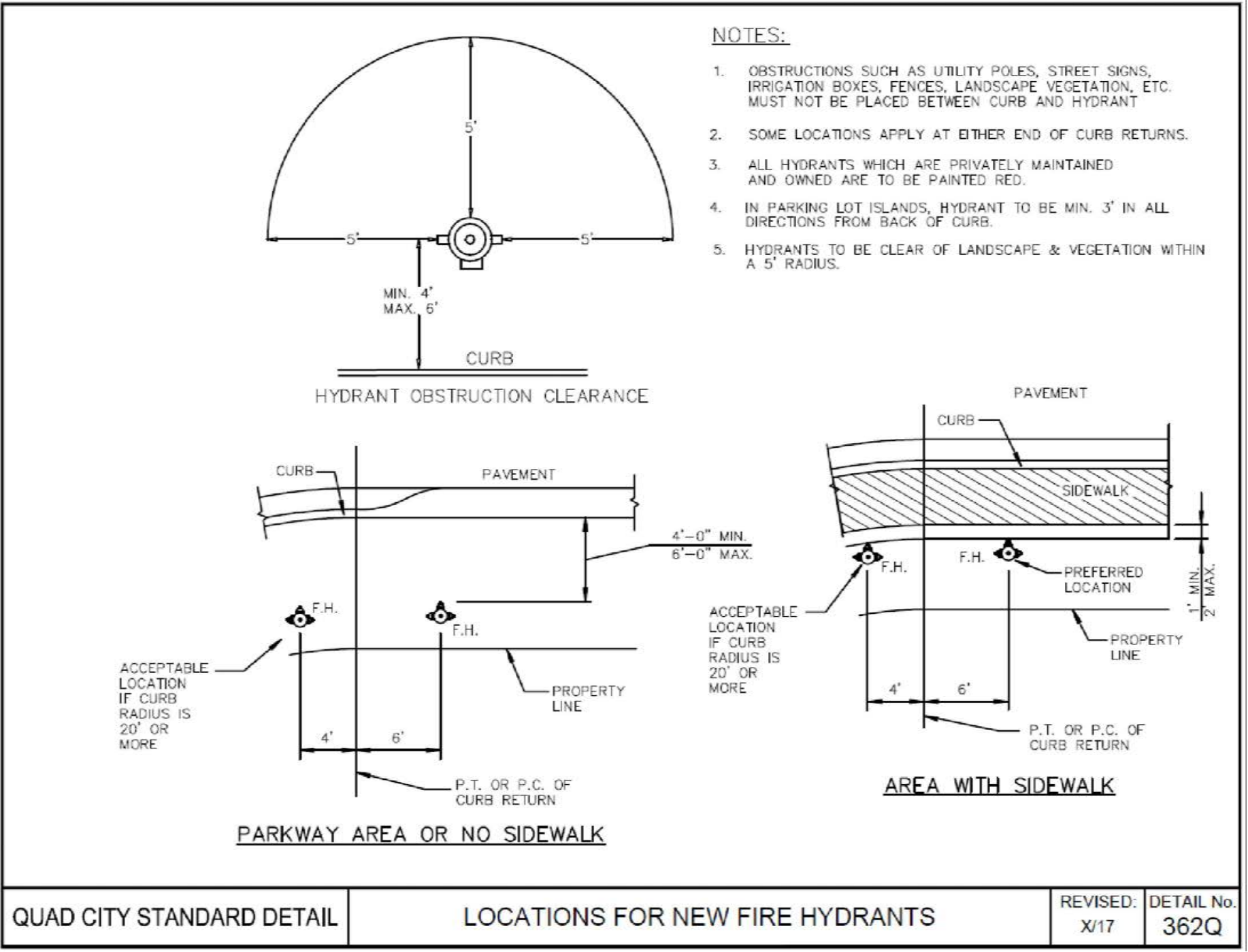
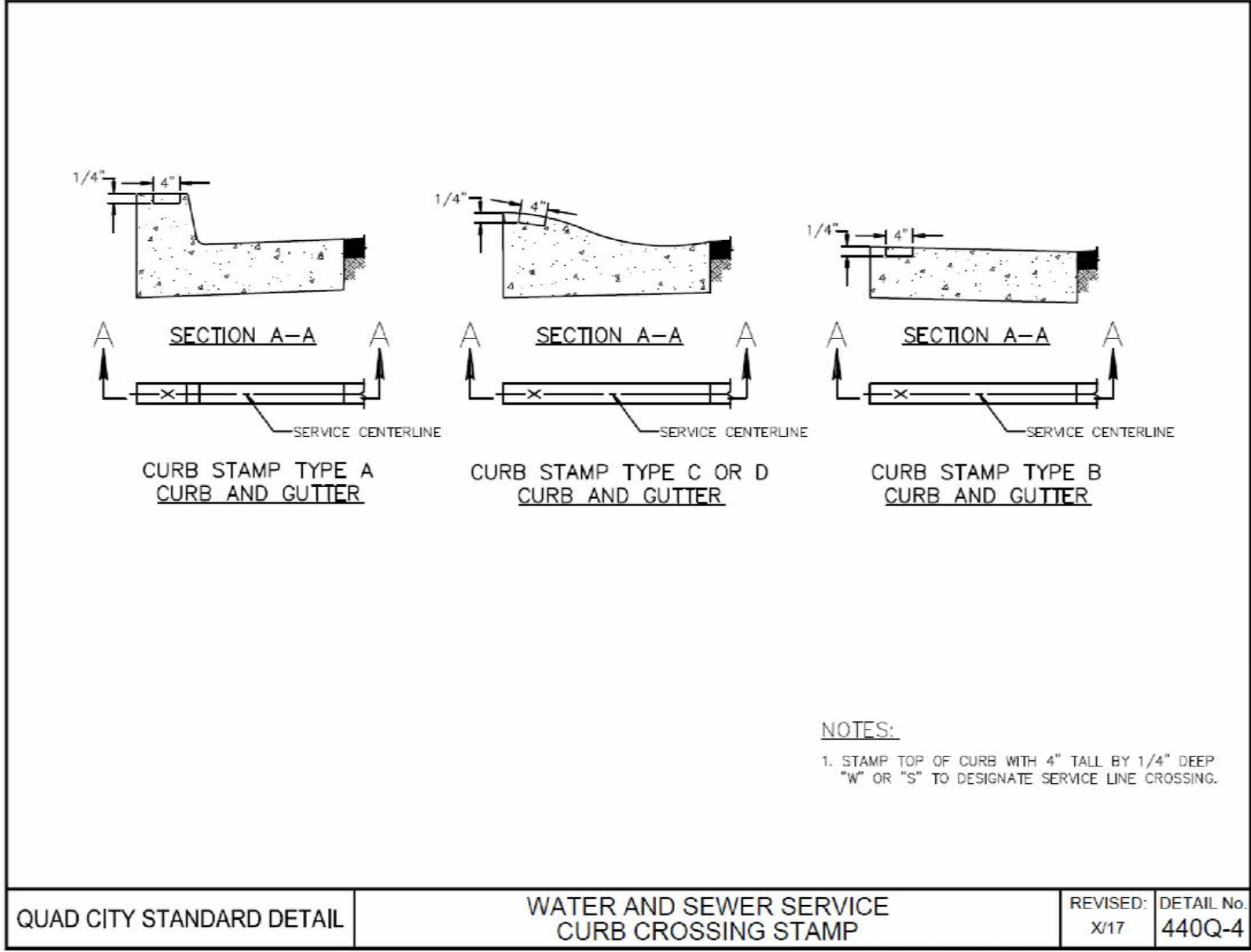
RESTRAINED LENGTHS, LR, FOR DUCTILE IRON PIPE WITH POLYETHYLENE WRAP OR PVC												
NOMINAL PIPE SIZE INCHES	HORIZONTAL BENDS			TEES		VERTICAL OFFSETS						VALVES & DEAD ENDS
						90° BEND FITTINGS			45° BEND FITTINGS			
	90°	45°	22-1/2°	LRN=0°	LRN=10°	DOWN BEND	UP BEND	DOWN BEND	UP BEND	DOWN BEND	UP BEND	
4	26	11	5	69	18	72	26	30	11	14	5	72
6	36	15	7	99	47	102	36	42	15	20	7	102
8	47	19	9	130	78	133	47	55	19	26	9	133
10	56	23	11	157	103	159	56	66	23	32	11	159
12	65	27	13	185	131	187	65	77	27	37	13	187
14	74	31	15	211	156	214	74	89	31	42	15	214
16	82	34	16	238	183	241	82	100	34	48	16	241
18	90	37	18	263	207	266	90	110	38	53	18	266
20	98	41	20	289	233	292	98	121	41	58	20	292
24	113	47	22	337	280	340	113	141	47	68	22	340

NOTES:

1. ALL JOINTS WITHIN THE SPECIFIED LENGTH LR MUST BE RESTRAINED.
ALL LENGTHS ARE GIVEN IN FEET.
2. THE MAXIMUM TEST PRESSURE SHALL NOT EXCEED 200 PSI
3. THE MINIMUM DEPTH OF BURY SHALL BE 4' TO TOP OF PIPE.

QUAD CITY STANDARD DETAIL	JOINT RESTRAINT FOR DUCTILE IRON, POLYETHYLENE WRAPPED DUCTILE IRON & PVC WATER PIPES	REVISED: X/17	DETAIL 303C
---------------------------	--	------------------	----------------

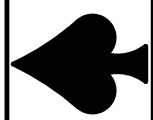
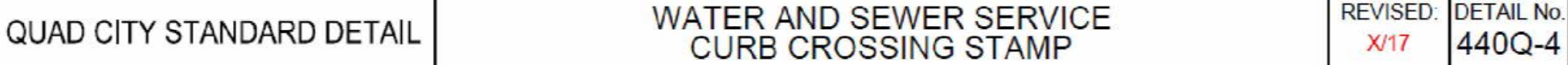
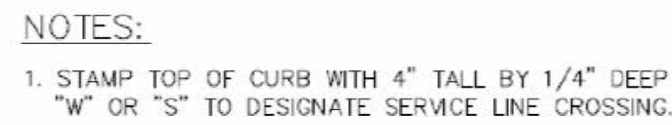






NOTES:

1. VALVE BOX SHALL BE ADJUSTED TO THE FINISHED GRADE AFTER PLACING OF THE FINISH PAVEMENT SURFACE.
2. USE PARKSON TYLER #8850, APCO OR EQUAL DEEP SKIRTED LID (4" OR MORE) TYPE, SLIDING ADJUSTABLE CAST IRON VALVE BOX C.I. MIN. T.S. 30,000 P.S.I.
3. ALL VALVES CONNECTED TO EXISTING MAINS ARE TO BE OPERATED BY AGENCY PERSONNEL ONLY.
4. U.S. MANUFACTURED IRON ONLY.
5. ALLOYED FOR EXTENSION TO HAVE SHOP PRIME COAT ZINC CHROMATE, AND ONE HEAVY APPLICATION NO-OX-10 "A" IN ACCORDANCE WITH MANUFACTURE'S DIRECTION.
6. DEBRIS CAP PER MAG DETAIL 392.
7. VALVE BLOCKING REQUIRED PER QUAD CITY STANDARD DETAIL 301Q.





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 1/13/2026
CONTACT PERSON: Steven Sullivan, Assistant Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to accept the right-of-way dedication for Peppertree Place in connection with Highlands Apartments.

SUMMARY:

Highlands Apartments is a proposed 40-unit apartment development at the north-west corner of East Road 1 North and Peppertree Place on parcel #306-24-004N. As part of the development, staff requested the right-of-way dedication of the easterly 25 feet of the property to obtain the full 50-foot right-of-way for Peppertree Place per the Town's Unified Development Ordinance §5.3.2, Table 5-1 (Local Road).

In a separate related item on tonight's agenda, Council considered a possible action to approve or deny an Infrastructure Repayment Agreement with Highlands Townhomes, LLC, for the construction of water and wastewater main extensions related to the Highlands Apartments project in an amount not to exceed \$197,200 utilizing contingency funds. The dedication of right-of-way is necessary, if the project proceeds, regardless of whether the Development Agreement is approved.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Accept the right-of-way dedication for Peppertree Place in connection with Highlands Apartments.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	ROW EXHIBIT 5-8-2025
----	----------------------

EXHIBIT A

25' RIGHT OF WAY - LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA; AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A TOWN OF CHINO VALLEY BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 23 LYING SOUTH 01 DEGREES 39 MINUTES 57 SECONDS WEST, 2,642.93 FEET FROM A COTTON PICKER SPINDLE MARKING THE NORTHWEST QUARTER CORNER OF SAID SECTION 23;

THENCE NORTH 89 DEGREES 39 MINUTES 15 SECONDS EAST, 777.63 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 30 SECONDS;

THENCE SOUTHEASTERLY ALONG SAID ARC A DISTANCE OF 212.06 FEET;

THENCE SOUTH 84 DEGREES 16 MINUTES 14 SECONDS EAST, 82.47 FEET TO A POINT ON CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2,500.00 FEET WITH A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 31 SECONDS;

THENCE EASTERLY ALONG SAID ARC A DISTANCE OF 265.08 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 32 SECONDS EAST, 59.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 39 MINUTES 19 SECONDS WEST, 25.01 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 32 SECONDS EAST, 304.73 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 48 SECONDS EAST, 25.01 FEET;

THENCE SOUTH 00 DEGREES 53 MINUTES 32 SECONDS WEST, 304.73 FEET TO THE POINT OF BEGINNING.

THE AREA IS 7,618 S.F. OR 0.174 AC. MORE OR LESS.



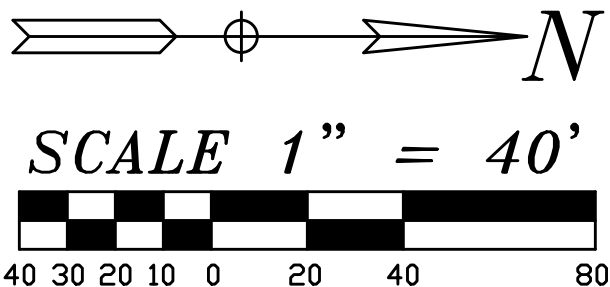
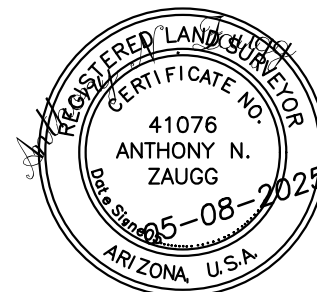
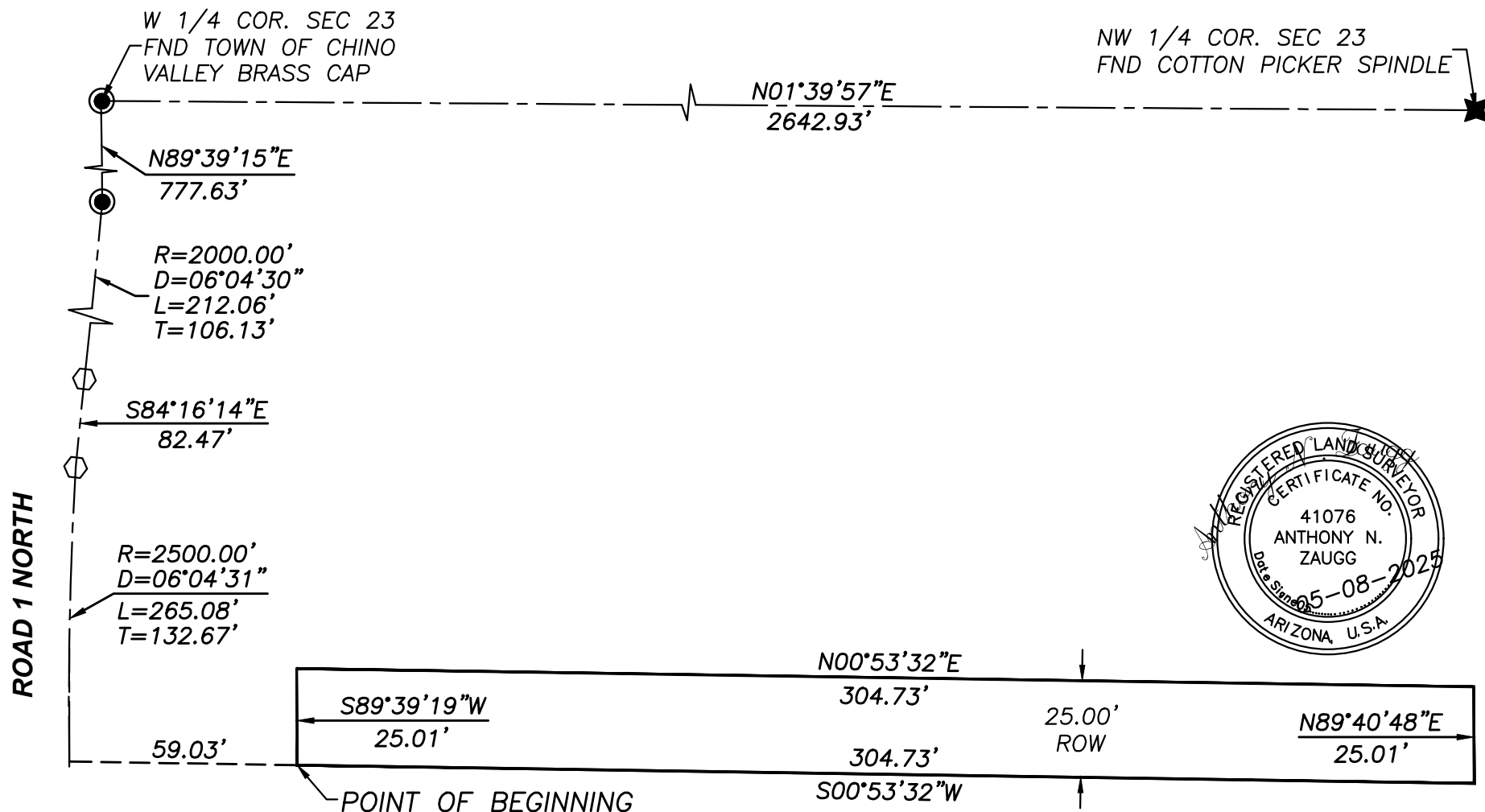
**ALLEN
CONSULTING
ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666

**25' RIGHT OF WAY - LEGAL DESCRIPTION
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323**

JOB NUMBER	96629	DRAWING	EXHIBIT A ROW
			DATE 05-08-2025

EXHIBIT B



**ALLEN
CONSULTING
ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666

25' RIGHT OF WAY
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323

JOB NUMBER	96629	DRAWING	EXHIBIT B ROW
			DATE 05-08-2025



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 1/13/2026
CONTACT PERSON: Steven Sullivan, Assistant Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to award a Cooperative Purchasing Agreement to Shasta Industries, Inc. for the Aquatic Center Pool Deck Resurfacing Project for \$202,400.

SUMMARY:

The pool deck, constructed in 2005, has experienced significant wear and tear over the years due to regular use and exposure to harsh environmental conditions. The deck has developed visible cracks and chips in multiple areas. These imperfections create trip hazards, particularly for individuals who may be distracted or unaware of the uneven surface. The deck surface has also become increasingly smooth and worn over time, leading to a lack of traction, especially when wet. The high moisture levels around the pool make the deck prone to becoming slippery, increasing the likelihood of slips and falls. This poses a significant risk to patrons, particularly children, the elderly, and those with mobility challenges. As a result of these varied conditions, the deck poses several safety hazards to pool patrons and staff. In light of these findings, resurfacing the deck is critical to ensuring the continued safety of all individuals who utilize the pool facility.

Contract services are being procured through a Cooperative Purchasing Agreement utilizing City of Scottsdale Job Order Contract No. 2023-121-COS-A1.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Award a Cooperative Purchasing Agreement to Shasta Industries, Inc. for the Aquatic Center Pool Deck Resurfacing Project for \$202,400.

FISCAL IMPACT?

Available budget: General Capital Improvement Fund — Pool Improvements	\$250,000
Less this approval item: Shasta Industries, Inc for Aquatic Center Pool Deck Resurfacing	<u>-202,400</u>
Remaining budget: General Capital Improvement Fund — Pool Improvements	\$47,600

ATTACHMENTS:

1.	AGR - CPA - Shasta Pools - JOC Citywide Pool Construction (001)(1.5.26)
2.	Exhibit A - Scottsdale Contract with Shasta
3.	Exhibit B - Job Order 1 - Aquatic Center Deck Improvements
4.	Job Order 1 - Attachment 1 - Aquatic Center Deck Surfacing - 2025-11-17

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
SHASTA INDUSTRIES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of January 13, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Shasta Industries, Inc., an Arizona corporation (the “JOC”). The Town and the JOC are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Scottsdale, Arizona (“Scottsdale”), entered into Contract No. 2023-121-COS, dated August 21, 2023, as amended by Contract No. 2023-121-COS-A1, dated July 1, 2025 (collectively, the “Scottsdale Contract”), for the JOC to provide job order contracting pool construction services. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Scottsdale Contract permits its cooperative use by other Strategic Alliance for Volume Expenditures (SAVE) members, including the Town.

C. The Parties desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Scottsdale Contract and this Agreement, (ii) establish the terms and conditions under which the JOC may provide the Town with job order contracting pool construction services, as more particularly set forth in Section 2 below (the “Materials and Services”), and (iii) set the maximum aggregate amount to be expended for the Materials and Services pursuant to this Agreement.

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 Parties 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 30, 2026, unless terminated as otherwise provided in this Agreement or the Scottsdale Contract. The terms and conditions of the Scottsdale Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Purchase of Materials and Services. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Scottsdale Contract. The Town does not guarantee that any minimum or maximum number of purchases will

be made pursuant to this Agreement. Purchases will be made only when the Town identifies a need and the proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the JOC shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties, in a written invoice, quote, job order, or other form of written agreement describing the work to be completed (each, a "Job Order"). Each Job Order shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) be appended hereto as part of Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection. The JOC acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter such terms and conditions or relieve the JOC from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Scottsdale Contract will be held at the JOC's risk and may be returned to the JOC. If so returned, all costs are the responsibility of the JOC. Upon discovery of non-conforming Materials and Services, the Town may elect to do any or all of the following by written notice to the JOC: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring the Materials and Services into compliance and withhold the cost of same from any payments due to the JOC.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the JOC for actual, documentable costs incurred by the JOC arising from and after issuance of the Job Order. The Town will not reimburse the JOC for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of the Job Order, or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the JOC an amount not to exceed \$202,400 for Materials and Services at the unit rates set forth in the Scottsdale Contract and as more particularly set forth in each Job Order.

4. Payments. The Town shall pay the JOC monthly, based upon acceptance and delivery of Materials or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Safety Plan. The JOC shall provide the Materials and 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 JOC’s sole determination, the Materials and Services to be provided do not require a safety plan, the JOC 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. Records and Audit Rights. To ensure that the JOC and its subcontractors are complying with the warranty under Section 7 below, the JOC’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the JOC’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 (i) evaluation and verification of any invoices, payments or claims based on the JOC’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 (ii) evaluation of the JOC’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the JOC 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 JOC pursuant to this Agreement. The JOC 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 Section. The Town shall give the JOC or its subcontractors reasonable advance notice of intended audits. The JOC shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the JOC 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 JOC’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.

8. 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 to not engage in, for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

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

11. 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 JOC 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 JOC 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.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, any Town-approved Job Orders, the Scottsdale Contract, and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Scottsdale Contract, the Town shall be afforded all of the rights and privileges afforded to the City of Scottsdale and shall be the "City" (as defined in the Scottsdale Contract) for the purposes of the portions of the Scottsdale Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the City of Scottsdale to the extent provided under the Scottsdale Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the JOC's obligation to provide the indemnification and insurance. In any event, the JOC 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 JOC, its officers, employees, agents, or any tier of subcontractor in connection with the JOC's work or services in the performance of this Agreement.

15. 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 (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, 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:

If to the Town: Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: 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 JOC: Shasta Industries, Inc.
 PO Box 28248
 Scottsdale, AZ 85255
 Attn: Curt Lonsdale

Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) 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. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the JOC warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, 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 FOLLOWING PAGES]

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

“Town”

“JOC”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

SHASTA INDUSTRIES, INC.,
an Arizona corporation

Tom Armstrong, Mayor

Signature

ATTEST:

Name

Erin N. Deskins, Town Clerk

Title

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
SHASTA INDUSTRIES, INC.

[Scottsdale Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
SHASTA INDUSTRIES, INC.

[Job Orders]

See following pages (to be attached after execution).



CITY OF SCOTTSDALE

**JOB ORDER CONTRACT (JOC) FOR
CITYWIDE POOL CONSTRUCTION**

NO. 2023-121-COS

TABLE OF CONTENTS

RECITALS.....	1
ARTICLE 1 - CONTRACTOR’S SERVICES AND RESPONSIBILITIES	1
ARTICLE 2 - CITY’S SERVICES AND RESPONSIBILITIES	17
ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME.....	20
ARTICLE 4 - CONTRACT PRICE AND JOB ORDER PRICE	23
ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME.....	24
ARTICLE 6 - PROCEDURE FOR PAYMENT.....	30
ARTICLE 7 - CLAIMS AND DISPUTES	33
ARTICLE 8 - SUSPENSION, TERMINATION AND CANCELLATION.....	35
ARTICLE 9 - INSURANCE AND BONDS.....	38
ARTICLE 10 - INDEMNIFICATION	45
ARTICLE 11 - GENERAL PROVISIONS.....	46
ARTICLE 12 - DEFINITIONS.....	59
EXHIBIT A - STATUTORY PERFORMANCE BOND	
EXHIBIT B - STATUTORY PAYMENT BOND	

CITY OF SCOTTSDALE

CONTRACT NO. 2023-121-COS

THIS CONTRACT, entered into this 21st day of August, 2023, between the City of Scottsdale, an Arizona municipal corporation (the "CITY") and Shasta Industries, Inc., an Arizona Corporation, ("Contractor").

RECITALS

- A.** The Mayor of the City of Scottsdale, Arizona, is authorized and empowered by the provisions of the City Charter to execute contracts for Citywide Pool construction and related services.
- B.** The City intends to contract for construction and related services for one or more individual Job Orders.
- C.** Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages Contractor for these services.

FOR AND IN CONSIDERATION of the mutual covenants and considerations contained in this Contract, it is agreed by the City and Contractor as follows:

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1. GENERAL SERVICES

- A.** Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities specified in the individual Job Order for which it is issued a Job Order Notice to Proceed in accordance with this Contract. The City may determine it is in its best interest to furnish materials and equipment for an individual Job Order in accordance with the Job Order.
- B.** The Work will be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the monitoring of the City Engineer, or her properly authorized agents, within the care and skill of a qualified contractor in Scottsdale, Arizona.
 - 1. Minor design services may be required for some Job Orders. For those Job Orders that may require design services, Contractor will seek the services of an Arizona registered architect or engineering professional to prepare plans for permitting. The procurement of design services will be in accordance with City of Scottsdale procurement procedures. If the services of a design professional are used, the design professional must maintain at least \$1,000,000 Professional Liability Coverage.
 - 2. All documents prepared by Contractor are subject to review by the City. Review by the City is for the benefit of the City only, is not intended to be for the benefit of any other person, and does not relieve Contractor from

the professional liability associated with the documents they have prepared.

3. Contractor's Representative shall be reasonably available to the City and will have the necessary expertise and experience required to supervise the Contract Services. A Contractor's Representative will be assigned for each Job Order. Contractor's Representative will communicate regularly with the City and will be vested with the authority to act on behalf of Contractor.
- C. The City is a member of \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, Maricopa County, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under \$AVE Cooperative Purchasing Agreement, and with the concurrence of successful Respondents under this solicitation, a member of \$AVE may access a contract resulting from this solicitation issued by the City. By signing the JOC Contract, Contractor agrees to allow other \$AVE members the ability to purchase their needs and "use" this contract for JOC requirements.

1.2. GOVERNMENT APPROVALS AND PERMITS

- A. Unless otherwise provided, Contractor will obtain or assist the City in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. Contractor is responsible for obtaining payment for the necessary environmental permits or file the necessary environmental notices.
- B. Copies of these permits and notices must be provided to the City's Representative before starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- C. The City is responsible for the City of Scottsdale review and permit(s) fees for building and demolition permits. The City will pay City review fees for grading and drainage, water, sewer, storm water management, and landscaping. The City will also pay for City utility design fees for permanent services.
- D. Contractor is responsible for all other permits and review fees not specifically listed in Article 1.2(C) above.
- E. Contractor is responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water will be Contractor's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- F. The M.A.G. Standard Specification 107.12 is modified to read as follows: "Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuse haul-off as indicated upon the plans, which are required in addition to existing easements or rights-of-way secured by the City."

1.3. PRE-CONSTRUCTION CONFERENCE

- A. After execution of a Job Order and before the commencement of any Work on any individual Job Order, a pre-construction conference may be scheduled.
- B. The purpose of this conference is to establish a working relationship between Contractor, utility firms, and various City departments. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- C. At a minimum, attendees will include Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and Contractor's safety officer.
- D. The Job Order Notice to Proceed date will be established.
- E. Contractor will provide a Baseline Project Schedule indicating duration, manpower and equipment resources required to complete all major work activities. The City and Design Team will review and comment on the Baseline Project Schedule. Contractor will revise the Baseline Project Schedule to the satisfaction of the City's Representative. No work will begin until the City accepts the Baseline Project Schedule.
- F. Contractor will submit a Schedule of Values based on the work and bids accepted from selected Subcontractors. These values will reflect the actual labor time, materials, profit and overhead for the Work or in accordance with Contractor's price book.

1.4. CONTROL OF THE WORK

Contractor will properly guard and protect all partially finished work and will be responsible for the Work until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the Work will not release Contractor from this responsibility; however, he will turn over the entire Work in full compliance with the specifications or Job Order before final settlement is made. In case of suspension of the Work for any cause whatever, Contractor is responsible for the Project and will take all precautions necessary to prevent damage to the Project and will erect any necessary temporary structures, signs, or other facilities at no cost to the City.

- A. After all Work under the Job Order is completed, Contractor will remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the Work from the site of the Work.
- B. Unless the Job Order states that it is the responsibility of the City or a separate contractor, Contractor will provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, other temporary facilities, temporary fencing, roll-offs, and dust control to permit Contractor to complete the Work consistent with the Job Order.

- C. Contractor will perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. Contractor will at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- D. Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by Contractor.
- E. Contractor, its designee or Contractor's Superintendent will be present at the Work at all times that construction activities are taking place.
 - 1. All elements of the Work, such as concrete work, pipe work, etc., will be under the direct supervision of a foreman or his designated representative on the Site who will have the authority to take actions required to properly carry out that particular element of the Work.
 - 2. In the event of noncompliance with Article 5.1, the City may require Contractor to stop or suspend the Work in whole or in part.
- F. Where the Job Order requires that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for the work is approved.
- G. Before ordering materials or doing work, Contractor and each Subcontractor will verify measurements at the Site and will be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, will be submitted to the City for resolution before proceeding with the Work.
- H. Contractor will take field measurements and verify field conditions and carefully compare these field measurements, conditions and other information known to Contractor with the Job Order before starting activities. Errors, inconsistencies or omissions discovered will be immediately reported to the City.
- I. Contractor will establish and maintain all building and construction grades, lines, levels, and benchmarks, and will be responsible for the accuracy and protection of these items. This work will be performed or supervised by an Arizona licensed civil engineer or surveyor.
- J. Any person employed by Contractor or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly will, at the written request of the City, be removed from the Work by Contractor or Subcontractor employing this person, and will not be employed again in any portion of the Work without the written approval of the City. Contractor or Subcontractor will hold the City harmless from damages or claims, which may occur in the enforcement of this Article.
- K. Contractor assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance. Nothing in the Contract Documents is intended or considered to create any legal

or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

- L. Contractor will coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- M. On a daily basis, Contractor will prepare a Contractor's Daily Report. The City's CPM Project Inspector or the Public Works Project Coordinator will provide a sample report format to the Contractor. The report will detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated, and all personnel on the Site including Subcontractors. Unless otherwise arranged, the Daily Reports will be submitted on a daily basis to the City's CPM Inspector or the Public Work's Project Coordinator. The Daily Reports will also be made available to the City's Representative upon request. Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.
- N. In the event of noncompliance with this Article 1.4, the City may require Contractor to stop or suspend the construction in whole or in part. Any suspension due to Contractor's noncompliance will not be considered a basis for an increase in the Contract Price or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

- A. Throughout all phases of construction, including suspension of the Work, Contractor will keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions of it to permit the City to occupy the Project or a portion of the Project for its intended use.
- B. Dust Control. Contractor will take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this Contract. The dust control measures will be maintained at all times during construction of the Project(s) to the satisfaction of the City in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.
- C. Dust Control Coordinator. At any City construction site of 5 acres or more of disturbed surface area, subject to a permit issued by a Control Officer requiring control of PM-10 emissions from dust generating operations, Contractor must have at all times at the Site, at least 1 Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating operations that is related to the purposes for which the Dust Control Permit was

issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above Article do not apply if all 3 of the following circumstances are present:

1. The area of disturbed surface area is less than 5 acres.
2. The previously disturbed areas are stabilized in accordance with the requirements of any applicable County rules.
3. Contractor with the Dust Control Permit provides notice of the acreage stabilized to the County Control Officer.

On sites with greater than 1 acre of disturbed surface area, Contractor holding a Dust Control permit issued by a County Control Officer, who is required to obtain a single permit for multiple noncontiguous sites that is required to control PM-10 emissions from dust generating operations must have at least 1 individual who is designated as a Dust Control Coordinator. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator. The Dust Control Coordinator must be present on Site at all times during primary dust generating activities that are related to the purposes for which the permit was issued.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

- D. **Storage on Site.** Only materials and equipment, which are to be used directly in the Work, will be brought to and stored on the Site by Contractor. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of Contractor.
- E. **Waste Products.** Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the Work under this Contract. The waste product referred to will become the property of Contractor. Contractor will provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and will make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials will conform to applicable Federal, State and Local Regulations.
- F. **Contractor will supervise and direct the Work.** He will be solely responsible for the

means, methods, techniques, sequences and procedures of construction. Contractor will employ and maintain on the Job Site a qualified supervisor or superintendent who will have been designated in writing by Contractor as Contractor's Representative. The Representative will have full authority to act on behalf of Contractor and all communications given to the Representative will be as binding as if given to Contractor. The Representative will be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

- G. **Abnormal Weather.** In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., Contractor will immediately inspect the Work Site and take all necessary actions to insure public access and safety are maintained.
- H. **Damage to Property at the Site.** Contractor will be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by Contractor under this Article will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but they will not increase the Contract Price.
- I. **Damage to Property of Others.** Contractor will avoid damage, as a result of Contractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. Contractor will repair any damage caused by the operations of Contractor, and these costs will be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but they will not increase the Contract Price.
- J. **Failure of Contractor to Repair Damage.** After receiving and acknowledging 10 days written notice, if Contractor fails to commence the repair of damage to property as provided in Articles 1.5(I) and 1.5(J), and diligently pursue the repair, then the City may elect to repair the damages with its own forces and to deduct from payments due or to become due to Contractor, amounts paid or incurred by the City in correcting the damage (provided Contractor has not commenced such repair during this 10 day period).

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Contractor will review, approve and verify that all submittals meet the intent of the Contract Documents.
- B. Three (3) copies of each Shop Drawing, Product Data, Sample, and similar submittals required by the Contract Documents will be delivered to the City in compliance with the approved schedule so as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by Contractor,

which are not required by the Contract Documents, may be returned without action.

- C. Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. All Work will be in compliance with approved submittals. Contractor will not be relieved of responsibility for any errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval. Deviation from the original specifications will be specifically noted on the submittal to the City and the City will be allowed 7 days to approve or reject any deviations.
- D. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria, or will do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Job Order.
- E. Contractor will not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed the City in writing of the deviation at the time of submittal and the City has given written approval to the specific deviation. Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval.
- F. Contractor will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.
- G. Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- H. When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City will be entitled to rely upon the accuracy and completeness of the calculations and certifications.

1.7. QUALITY CONTROL, TESTING AND INSPECTION

- A. Inspection. The City's Inspectors may be stationed on the Work site to report to the City's Representative or his Designee as to the progress of the Work. The City's Representative or his Designee may also report as to the manner in which the Work is being performed and report whenever it appears that material furnished or Work performed by Contractor fails to fulfill the requirements of the specifications, this Contract or the Job Order. The Inspector may direct the attention of Contractor to any failure or infringement, but this inspection will not relieve Contractor from any obligation to furnish acceptable materials or to provide completed construction that complies with the Contract or the Job Order in every way. The Inspector is for the purpose of assisting the City's Representative and should not be confused with an Inspector with a City regulatory agency or with an inspector from a laboratory under Article 1.8.

- B. In case of any dispute arising between the Inspector and Contractor as to material furnished or the manner of performing the Work, the Inspector will have the authority to reject materials or suspend the Work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors will in no case act as foremen or perform other duties for Contractor or interfere with the management of the Work by Contractor.
- C. Inspection or supervision by the City's Representative or Designee will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of Contractor.
- D. The furnishing of these services for the City will not make the City responsible for or give the City control over construction means, methods, techniques, sequenced procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in compliance with the Contract Documents.

1.8. MATERIALS TESTING

All materials used in the Work will be new and unused, unless otherwise noted, and will meet all quality requirements of the Job Order.

- A. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City. Any materials rejected by the City will be removed immediately and replaced in a manner acceptable to the City at no further cost to the City.
- B. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, the City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.
- C. The City will select a pre-qualified City or Independent Testing Laboratory and will pay for initial City Acceptance Testing.
 - 1. When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by Contractor.
 - 2. When the first and subsequent tests indicate noncompliance with the Job Order, all retesting will be performed by the same testing agency. The cost associated with the noncompliance will be paid by Contractor.
 - 3. Contractor will cooperate with the selected testing laboratory and all others responsible for the testing and inspecting of the Work and will provide them access to the Work at all times.
- D. At the option of the City, materials may be approved at the source of supply before

delivery is started.

- E. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, will be the responsibility of and will be paid by Contractor, unless otherwise provided in the Job Order.
- F. Contractor's convenience and quality control testing and inspections will be the sole responsibility of Contractor and paid by Contractor.
- G. All soils and materials testing will be performed and paid for by the City. The City will order tests and distribute test results for all construction areas. The City will be responsible for ordering testing and will distribute test results within 24 hours of receipt.

1.9. PROJECT RECORD DOCUMENT/AS BUILTS

- A. During the construction period, Contractor will maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.
 - 1. Contractor will mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Contractor will give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - Dimensional changes to the drawings.
 - Revisions to details shown on drawings.
 - Depths of foundations below first floor.
 - Locations and depths of underground utilities.
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Duct size and routing.
 - Locations of concealed internal utilities.
 - Changes made by Change Order.
 - Details not on original Contract Drawings.
 - 2. Contractor will mark completely and accurately Record Documents, prints of Construction Documents or Shop Drawings; whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.
 - 3. Contractor will mark Project Record Drawings sets with red erasable colored pencil.
 - 4. Contractor will note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Adjustment Numbers, etc., as required to identify the source of the change to the Construction

Documents.

5. Contractor will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.
- B. Immediately upon receipt of the reviewed Project Record Drawings from the City, Contractor will correct any deficiencies or omissions to the drawings and prepare the following for submission to the City:
1. A complete set of PDF electronic files of all Project Record Drawings prepared in Microstation format compatible with City of Scottsdale CADD requirements. If a Design Professional is contracted with, the Design Professional will provide files of the original Construction Documents to Contractor for use in preparing these final Record Documents, or Contractor may contract with the Design Professional to revise and update the electronic drawing files. Each drawing will be clearly marked with "As-Built Document" and shall be certified by an Arizona Registered Land Surveyor.
 2. A complete set of As-Built reproducible mylars from the final Microstation drawings and an electronic pdf file on CD are required.
 3. The original copy of the Project Record Drawings (redline mark-ups).

1.10. PROJECT SAFETY

- A. The Occupational Safety and Health Act (OSHA) and the City of Scottsdale loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All Work will be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. Contractor may be required to attend a City safety briefing session at the pre-construction meeting. The session will be attended by the Contract Administrator, the designated Risk Management staff, and a Contractor's Representative.

Contractors that violate the aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

- B. The Risk Management Division makes available a packet which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.
- C. Contractor will conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- D. Contractor will contact the City's Representative and the Risk Management Division within 24 hours of the occurrence of an accident or injury arising out of Contractor's Work under this Contract.
- E. Contractor employees are encouraged to abate or remedy any unsafe act or

condition, which may arise in the course of Contractor's Work under this Contract.

- F. The City reserves the right to conduct safety audits at the Job Site and stop unsafe acts at any time. In addition, the City will be notified within 4 hours should any OSHA inspection occur at a City Job Site.
- G. Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to:
 - 1. All individuals at the Site, whether working or visiting;
 - 2. The Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and
 - 3. All other property at the Site or adjacent to the Site.
- H. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.
- I. Contractor will, before commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- J. Contractor must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.
- K. Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- L. Contractor's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for:
 - 1. Complying with all Legal Requirements, including those related to health and safety matters; and
 - 2. Taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- M. Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Scottsdale, that come under the

Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All Contractors and all Subcontractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative before bringing them on the property.

Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation will be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, Contractor and Subcontractors are informed of the presence of (or possible presence of) chemicals in the area where the Work requested will be performed. It is the responsibility of Contractor or all selected Subcontractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate Material Safety Data Sheets.

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

If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, Contractor will not resume Work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue Work in non-affected areas onsite. An extension of the Contract Time may be granted as provided in Article 5.

1.11. WARRANTY

The provisions of M.A.G., Section 108.8 will apply with the following additional requirements:

Should Contractor fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the City, the City may perform the necessary work and Contractor agrees to reimburse the City for the actual cost.

The warranty period on any part of the Work repaired or replaced will be extended for a period of 1 year from the date of the repair or replacement.

This warranty will not apply to damage caused by normal wear and tear or by acts beyond Contractor's control.

- A. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Contractor or anyone for whose acts Contractor may be liable.
- B. Contractor's warranty obligation will be for 1 year.
- C. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than those found in this Article 1.11 or the Contract Documents. Contractor will provide the City with all manufacturers' warranties upon Substantial Completion of each Job Order.

1.12. CORRECTION OF DEFECTIVE WORK

- A. Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above, within a period of 1 year from the date of Substantial Completion of the Work or any portion of the Work, or within any longer period to the extent required by the Contract Documents. All removal/replacement work, as directed by the City to Contractor, in compliance with this Contract, MAG standards and City codes will have cost determinations by the City and be issued as a deduct or change order to the Project. A Progress Payment, or partial or entire use or occupancy of the Project by the City will not constitute acceptance of Work not in accordance with the Contract Documents.

During the Work, Contractor shall take meaningful steps to begin correction of any nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor fails to begin the necessary steps during the Work, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will commence correction of any nonconforming Work with its own forces.

Contractor shall take meaningful steps to begin correction of nonconforming Work subject to Article 1.11 above. These measures include but are not limited to timely correction of the Work. If Contractor fails to initiate necessary measures for this Work within 7 days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will begin correction of the nonconforming Work with its own forces.

- B. If the City does perform this corrective Work, Contractor will be responsible for all reasonable costs incurred by the City in performing the correction.
- C. Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- D. The 1-year period referenced in Article 1.11 above applies only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding Contractor's other obligations under the Contract Documents.

1.13. SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- A. Contractor shall select major Subcontractors and major Suppliers, subject to first obtaining the City's approval. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors must not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of Contractor, but the City must approve in writing the selection of all Subcontractors. In any case, Contractor is solely responsible for the performance of the selected Subcontractors/Suppliers.
1. Contractor shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or Contractor may use the City's plan as described in Article 1.13(B). This Subcontractor selection plan will identify those Subcontractor trades anticipated to be selected by qualifications only as provided in Article 1.13(B) and those Subcontractor trades anticipated to be selected by qualifications and competitive bid as provided in Article 1.13(C). This plan will also identify those Subcontractors that will not be selected through a formalized qualifications-based selection process. The Subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- B. **Selection by qualifications only** - The City may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when Contractor can demonstrate it is in the best interest of the Project.
1. Contractor will apply the Subcontractor selection plan approved by the City in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation. The selection plan will be Contractor's own selection plan approved by the City or the City's selection plan as provided in this Article 1.13(B).
 2. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) under the approved qualifications only method.

City Selection Plan:

3. Contractor may elect to comply with the following City procedures in its selection of Subcontractor(s) or Suppliers(s) based on qualifications only:
 - a. The Request for Qualifications (RFQ) will contain the best description of the services or material desired; and
 - b. A statement that only unpriced statements of qualifications will be considered; and
 - c. State the requirements for the project, such as drawings and descriptive literature; and
 - d. State the criteria for evaluating the qualifications; and

- e. A closing date and time for receipt of a statement of qualifications and the location where the statements should be delivered or mailed; and
 - f. A statement that discussions may be held; and
 - g. A statement that only statements of qualifications determined to be acceptable will be considered for award.
- 4. The RFQ may be amended after the submission of the statements of qualifications. Any amendment will be distributed only to bidders who submitted statements of qualifications. Those bidders will be permitted to submit new unpriced statements of qualifications or to amend statements already submitted.
 - 5. Statements of Qualifications will not be opened publicly but will be opened in the presence of Contractor. The contents of unpriced statements of qualifications will not be disclosed to unauthorized persons.
 - 6. Statements of Qualifications will be evaluated solely in accordance with the criteria stated in the RFQ and will be determined to be either acceptable for further consideration or unacceptable. A determination that the statement is unacceptable shall be in writing, state the basis of the determination and be retained by Contractor. Contractor will notify the bidder of the determination and the bidder will not be given an opportunity to amend its statement of qualifications further.
 - 7. Contractor may conduct discussions with any bidder who submits an acceptable or potentially acceptable statement of qualifications. During discussions, Contractor will not disclose any information derived from any other bidder's statement of qualifications.
 - 8. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) selected under this method.
- C. **Selection by qualifications and competitive bid** – Contractor will apply the City's Subcontractor selection plan stated above or Contractor's selection plan, if previously approved by the City, in Contractor's evaluation of the qualifications of Subcontractor(s)/Supplier(s) and will provide the City with the selected process to prequalify prospective Subcontractors/Suppliers. Selection may not be based on price alone. All Work by major Subcontractors and major Suppliers will then be competitively bid to the prequalified Subcontractors unless a Subcontractor or Supplier was selected in accordance with Article 1.13(B) above. Contractor may elect to comply with the following procedures in step 2 of its competitive bid process.
- 1. Contractor will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not 3 qualified Subcontractors/Suppliers available for a specific trade

or there are extenuating circumstances, Contractor may request approval by the City to submit less than 3 names. Without first giving written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2. If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
 3. Contractor will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers. Contractor will then review the price bids submitted by Subcontractors and Suppliers and make its selection based on the responsive and responsible bidder with the lowest price.
 4. If Contractor desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. Contractor's bid will be evaluated in accordance with the process identified in the Invitation for Bids. If events warrant and the City concurs that in order to insure compliance with the Project Schedule or cost, Contractor may self-perform Work without bidding or re-bidding the Work. (For horizontal construction, as defined in A.R.S. § 34-101(15), Contractor must self-perform not less than 45% of the Work as required by A.R.S. § 34-603(I) (3).)
- D. If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor or Supplier, preferably if this option is still available, from those who submitted Subcontractor bids for the Work affected. Once the substitute Subcontractors and Suppliers are consented to by the City, Contractor's proposed price for the Work or portion of the Work will be correspondingly adjusted to reflect any higher or lower costs from any substitution. Under no circumstances will the City's objection or comment on any Subcontractor or Supplier relieve Contractor of its sole responsibility for control over the methods, means and processes by which the Work is accomplished. The City must approve in writing the selected Subcontractor Selection Plan before work commences on any Job Order.

ARTICLE 2 - CITY'S SERVICES AND RESPONSIBILITIES

2.1 INFORMATION AND SERVICES

- A. The City will furnish Contractor, at no cost to Contractor, the following information or services for this Project:
 1. One copy of data pertinent to the Work. However, Contractor will be responsible for searching the records and requesting information required for the Project.
 2. All available data and information relative to policies, standards, criteria, studies, etc.

3. Project funding and budget allocations and any changes affecting the funding or budget allocations.
4. For purpose of determining the Job Order Price, any Plans and Specifications.
5. For purpose of Project Record Drawings, a CADD file of the Construction Documents in Microstation format compatible with City of Scottsdale CADD requirements.

2.2 CITY'S REPRESENTATIVE

- A. The City's Representative will be responsible for providing City-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents.

2.3 DESIGN PROFESSIONAL SERVICES

- A. The City may contract separately with one or more Design Professionals to provide architectural or engineering design of the Project in accordance with the provisions of A.R.S. §34-603.
- B. The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work:
 1. The Design Professional may provide administration of the Work. The City and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants will be through the Design Professional.
 2. The Design Professional may visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work.
 3. Upon Contractor's submittals, the Design Professional may review and approve or take other appropriate action on submittals as Shop Drawings, Product Data and Samples in accordance with Article 1.6.
 4. All drawings produced for projects considered to be performed under Contractor are the property of the City and are owned in whole by the City for any and all future use and considerations.

2.4 CITY'S SEPARATE CONTRACTORS

The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City will contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with

Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents. Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 FURNISHING OF SERVICES AND INFORMATION

A. The City will be responsible for the payment or waiver of the following:

1. City review and permit(s) fees for building, encroachment, and demolition permits including City, State and County.
2. City review fees for grading and drainage, water, sewer and landscaping.
3. Utility design fees or permanent services fees are paid by the City, but all submittals are the responsibility of Contractor.
4. Obtaining Nationwide 404 Permits.
5. City Development Fees.

B. Unless expressly stated to the contrary in the Contract Documents, the City will provide, at its own cost and expense, for Contractor's information the following:

1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;
3. A legal description and Street or Physical address of the Site;
4. To the extent available, as-built record or historical drawings of any existing structures at the Site;
5. To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous materials, in existence at the Site; and
6. To the extent available, Geotechnical studies describing subsurface conditions and other surveys describing other latent or concealed physical conditions at the Site.

The City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

2.6 PROJECT MANAGEMENT SERVICES

- A. The City may contract separately with one or more Technical Consultants to provide project management assistance for the Project. The Technical Consultant's contract as well as contracts with other firms hired by the City will be furnished to Contractor. Contractor will not have any right, however, to limit or restrict any Contract Modifications that are mutually acceptable to the City and Technical Consultant.
- B. The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key Project communication, cost and time parameters.
- C. The Technical Consultant may provide preprogramming and design standards.
- D. The City may contract with the Technical Consultant to provide any or all of the services or functions of the City's project manager during the performance of the construction:

2.7 PERMIT REVIEW AND INSPECTIONS

For clarification, permitting activities are handled by the City of Scottsdale Developmental Services, Fire and Planning Departments. Obtaining any permits and submittals are the responsibility of the City.

2.8 UTILITY COMPANY COORDINATION

Contractor will be responsible for coordinating utility design work for permanent service to the Project and will ensure that the work takes place in a timely manner and does not impact the Project Schedule. Any utility design fees for permanent services to a Job Order will be paid by the City in accordance with Article 2.6.

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME

3.1 CONTRACT TIME

- A. Contract Time for this Job Order Contract will commence on or about the 21st day of August, 2023, and will be for two year(s) with the option to extend for three additional years in one-year increments.
 - 1. The option to extend may be exercised based on Contractor's successful performance and the needs of the City.
 - 2. A Contract Modification will be processed for each extension and will commence on or about the anniversary date of the Contract. Each extension must be authorized by the City Engineer or designee.
- B. The Contract will remain in full force and effect during the performance of any Job Order.

3.2 JOB ORDER TIME

- A. Job Orders may be issued at any time during the term of this Contract.
- B. Each individual Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined in accordance with this Article 3.2 and a calculated Substantial Completion date.
- C. Contractor agrees that it will commence performance of the Work and achieve each individual Job Order Time.
- D. Each Job Order Time will be subject to adjustment in accordance with Article 5.

3.3 SUBSTANTIAL COMPLETION

- A. Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.
- B. Before notifying the City in accordance to Article 3.3(C), Contractor will inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. Contractor will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
- C. Contractor will notify the City when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- D. Within 5 days of the City's receipt of Contractor's notice, the City and Contractor will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- E. If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will state:
 - 1. The date of Substantial Completion of the Work or portion of the Work;
 - 2. The remaining items of Work that have to be completed within 30 calendar days before Final Acceptance;
 - 3. Provisions (to the extent not already provided in the Contract Documents) establishing the City's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- F. The City, at its option, may use a portion of the Work which has been determined to be substantially complete provided, however, that:
 - 1. Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 3.3(E) (2);

2. Contractor and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and
3. The City and Contractor agree that the City's use or occupancy will not interfere with Contractor's completion of the remaining Work.

3.4 PUNCH LIST PREPARATION

A minimum of 7 days before Substantial Completion Contractor, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. Contractor will proceed promptly to complete and correct the Punch List items. Failure to include an item on the Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, Contractor will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

3.5 FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance the City and Contractor will jointly inspect to verify that the remaining items of Work have been completed as provided in Article 3.3(E). The City will issue a Final Acceptance Letter.

3.6 LIQUIDATED DAMAGES

- A. Contractor understands that if Substantial Completion is not attained within the Job Order Time of the Work as may be adjusted for each Job Order, the City will suffer damages, based on the anticipated loss caused by the breach and the difficulty in determining and accurately specifying the damages. Contractor agrees that if Substantial Completion is not attained within the Job Order Time as adjusted, Contractor will pay the City the amount prescribed in Article 3.6(B) below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Job Order Time as adjusted.
- B. The following will be the liquidated damages for each Job Order unless a specific amount has been determined for each individual Job Order.

LIQUIDATED DAMAGES

Original Job Order Amount		Daily Charges
From more than	To and including	Calendar Day or Fixed Date
\$00	\$25,000	\$200
25,001	50,000	250
50,001	100,000	280
100,001	500,000	430
500,001	750,000	500
750,001	1,000,000	570

1,000,001	1,250,000	610
1,250,001	1,500,000	650

ARTICLE 4- CONTRACT PRICE AND JOB ORDER PRICE

4.1 CONTRACT PRICE

This Contract will have a maximum contract amount of \$15,000,000.00 for the initial term. Renewal term years will have a maximum contract amount of \$7,500,000.00. Contractor agrees at its own cost and expense, to do all the Work as specified in the Contract Documents and any Work contingent to the Contract and necessary for the construction of the improvements. Contractor will completely construct the Work and install the materials, free and clear of all claims, liens, and charges of any kind, in the manner and under the conditions specified within the time or times stated in each Job Order.

- A. In no event will any individual Job Order Price exceed \$3,000,000.00. If the City opts to extend this Contract in accordance with Article 3.1(A), the Contract Modification may increase the maximum amount, if necessary, at that time.
- B. The Job Order Price is subject to adjustments made in accordance with Article 5.
- C. Unless otherwise provided in the Contract Documents, the Job Order Price is considered to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.
- D. Contractor must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

http://www.revenue.state.az.us/ADOR_Forms/70-79/74-4002_fillable.pdf

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website:

<http://www.scottsdaleaz.gov/taxes/salestax.asp>

Contractor must demonstrate compliance with the E-Verify Program as provided in Article 11.34 and as required by A.R.S. §41-1080 before issuance of any License by the City.

4.2 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

- A. Contractor is responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not these taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the

Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. Contractor is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference A.R.S. Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax & Audit Section at 480-312-2768.

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME

5.1 DELAYS TO THE WORK

- A. Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 12.
- B. If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Contract Times for performance may be reasonably extended by Job Order Adjustment.
- C. Contractor must request an increase in the Job Order Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
- D. Written notice will be received within 5 days of the commencement of the cause of the delay.
 - 1. If written notice is received more than 5 days after commencement of the cause of the delay, the period of delay will be considered to commence 14 days before the giving of any notice.
- E. If adverse weather conditions are the basis for a request for additional Job Order Time, the requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- F. Permitting Contractor to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no

way act as a waiver on the part of the City of any of its legal rights.

- G. In the event that Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, Contractor and the City will negotiate to determine the amount of any damages. This provision is made in accordance with Arizona Revised Statutes Section 34-607 (E) and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision will not be construed to void any provision of this Contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.
- H. In addition to Contractor's right to a time extension for those events stated in this Article 5.1, Contractor may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for those events stated in this Article that are beyond the control of both Contractor and the City, including the events of war, acts of terrorism, floods, labor disputes (but not including Contractor's own work force and those of its subcontractors), earthquakes, epidemics, excessive inclement weather conditions not reasonably anticipated.

5.2 DIFFERING SITE CONDITIONS

- 5.2.1. If Contractor encounters a Differing Site Condition(s), Contractor may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent Contractor's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2. Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to the City of the condition, which notice will not be later than 7 days after the condition has been encountered. Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties. Contractor must give the City's Contract Administrator written notice of and an opportunity to observe, such condition before disturbing or altering the Differing Site conditions. The failure of Contractor to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by Contractor of any rights arising out of or relating to such Differing Site Conditions. (Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties.)
- 5.2.3. In order for the JOC to obtain any additional compensation or time extensions for Differing Site Conditions, the JOC must demonstrate that it encountered a material difference at the Site, as defined in Article 13, that required it to expend additional cost or time. The JOC will also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

- 5.3.1 If performance by Contractor is delayed for a reason set forth in Article 5,

Contractor may be allowed a reasonable extension of time in conformance with this Article. Before Contractor's time extension request may be considered, Contractor shall notify the City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the City identifying:

1. Liquidated damage assessment rate, as specified in the Contract;
2. Original Job Order Price;
3. The original Contract start date and completion date;
4. Any previous time extensions granted (number and duration); and
5. The extension of time requested.

5.3.2 In addition, the application for extension of time shall set forth in detail:

1. The nature of each alleged cause of delay in completing the Work;
2. The date upon which each such cause of delay began and ended and the number of dates attributable to each such cause;
3. A statement that Contractor waives all claims except for those delineated in the application, and the particulars of any claims which Contractor does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each claim item reserved; and
4. A statement indicating Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 **ERRORS, DISCREPANCIES AND OMISSIONS.** If Contractor observes errors, discrepancies or omissions in the Contract Documents, it will promptly notify the City and request clarification. Contractor will provide a copy of this notice to the City's Representative.

- B. If Contractor proceeds with the Work affected by the errors, discrepancies or omissions, without receiving any clarifications, it does so at its own risk. Adjustments involving these circumstances made by Contractor before clarification by the Design Professional will be at Contractor's risk.

5.5 CITY REQUESTED CHANGE IN WORK

- A. The City reserves the right to make, at any time during the progress of the Work, any alterations as may be found necessary or desirable.
- B. These alterations and changes will not invalidate this Contract nor release the surety and Contractor agrees to perform the Work as altered, the same as if it had

been a part of the original Contract Documents. Contractor will notify the surety of the changes and will assure that the alternations and changes are adequately covered by the surety bond.

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

5.6 LEGAL REQUIREMENTS

The Job Order Price or Job Order Times will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work.

5.7 JOB ORDER ADJUSTMENTS

- A. In accordance with Scottsdale Revised Code §2-200 and related Rules and Procedures, the City and Contractor will negotiate in good faith and as expeditiously as possible the appropriate Adjustments to the Contract. Upon reaching an agreement, the parties will prepare and execute an appropriate Adjustment reflecting the terms of their agreement. The change in Work may or may not include an Adjustment in the Job Order Price or Job Order Time.
- B. All changes in Work authorized by Job Order Adjustments will be performed under the conditions of the Contract Documents. The decision to make an Adjustment in the Contract rests solely with the City and any decision to make a Contract Adjustment must be promptly complied with by Contractor, subject to the provisions of Article 5.8.
- C. The execution of a Job Order Adjustment by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by Contractor. Contractor, by executing the Job Order Adjustment, waives and forever releases any claim against the City for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Job Order Adjustment of which Contractor knew or should have known.

5.8 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and Contractor, the change in Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs and components. The calculation of actual costs shall conform to the markup schedule in Article 5.12 below. Any such costs or savings shall be documented in the format and with such content and detail as the City requires. Contractor shall promptly submit such documentation and other backup as the City may require in evaluating the actual costs incurred.

5.9 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

Contractor's or Subcontractor's submittals shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Job Order Adjustment. Indirect costs not specifically related to the Job Order Adjustment shall not be considered. Contractor's or Subcontractor's Direct Labor Costs shall be limited to the hourly rate of directly involved workmen, employer contributions toward Contractor standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave. Contractor's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in Contractor's material, direct labor, and equipment costs.

5.9.1 The allowance for overhead and profit shall be limited to the following schedule:

1. For Contractor, for any work performed by Contractor's own forces, fifteen (15%) percent of the Subtotal of Costs to Contractor.
2. For Contractor, for any work performed by its Subcontractor, six (6%) percent of the amount due to the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, fifteen (15%) of their materials and direct labor costs.
4. For each Subcontractor, for work performed by its Sub-Subcontractor(s), six (6%) percent of the amount due to the Sub-subcontractor.

5.10 LIMITATION OF COMPENSABLE ITEMS

5.10.1 For Job Order Adjustment, the total cost or credit to the City shall be based on the following schedule:

1. Contractor's Materials Costs.
2. Contractor's Direct Labor Costs.
3. Contractor's Equipment Costs (includes owned/rented equipment).
4. Applicable Subcontractor Costs.
5. Subtotal of Costs to Contractor.
6. Contractor's Overhead and Profit.
7. Total Cost or Credit to the City.

5.11 FIELD ORDERS

- A. The City has authority to initiate Field Orders that do not materially and adversely affect the Work, including the design, quality, performance and workmanship

required by the Contract Documents. Field Orders will be made by written order and will be binding on the City and Contractor. Contractor will carry out any written orders promptly.

- B. Field Orders will not involve an Adjustment in the Job Order Price or Job Order Times unless or until it becomes a Contract Adjustment.
- C. Contractor may make minor changes in the Work, provided, however that Contractor will promptly inform the City, in writing, of any changes and record the changes, if appropriate, on the Project Record Documents maintained by Contractor.

5.12 JOB ORDER PRICE ADJUSTMENTS

- A. The increase or decrease in Job Order Price resulting from a change in the Work will be determined by one or more of the following methods:
 - 1. Unit prices stated in the Contract or as subsequently agreed to between the parties;
 - 2. A mutually agreed upon accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the City; and
 - 3. Costs, fees and any other markups.
- B. If an increase or decrease cannot be agreed to as stated in Article 5.8(A) (1) through Article 5.8(A) (3) the cost of the change of the Work will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be stated in the Contract. Contractor will maintain a documented, itemized accounting evidencing the expenses and savings associated with these changes.
- C. If unit prices are stated in the Contract Documents or are later agreed to by the parties, but application of the unit prices will cause substantial inequity to the City or Contractor because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.
- D. If the City and Contractor disagree upon whether Contractor is entitled to be paid for any services required by the City, the amount to be paid, other disagreements over the Scope of Work, proposed changes to the Work, the time required to complete the Work, the City and Contractor will resolve the disagreements in accordance with Article 7.
 - 1. As part of the negotiation process, Contractor will furnish the City with a good faith estimate of the costs to perform the disputed services, or the additional time required in accordance with the City's interpretations.
 - 2. If the parties are unable to agree and the City expects Contractor to perform the services in accordance with the City's interpretations, Contractor will proceed to perform the disputed services, conditioned upon the City issuing

a written order to Contractor:

- (a) directing Contractor to proceed; and
 - (b) specifying the City's interpretation of the services that are to be performed.
- E. Emergencies. In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price or Job Order Time(s) resulting from emergency work under this Article 5.8(F) will be determined as provided in this Article 5.

ARTICLE 6- PROCEDURE FOR PAYMENT

6.1 JOB ORDER PAYMENT REQUEST

- A. At the pre-construction conference prescribed in Article 1.3, Contractor will submit for the City's review and approval a Schedule of Values. The Schedule of Values will include values for all items comprising the Job Order Price and will serve as the basis for monthly progress payments made to Contractor throughout the Work.
- B. At least 5 working days before the date established for a progress payment, Contractor will meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.
- C. The Job Order Payment Request will constitute Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that title to all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

6.2 PARTIAL PAYMENTS

- A. Partial payment will be made for Job Orders with Job Order Time greater than 30 Days and may be made if the Job Order Time is less than 30 Days.
- B. The Job Order Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.
- C. For equipment and materials suitably stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.
 - 1. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will include applicable insurance, bonding, storage and transportation to the Site.
 - 2. All bonds and insurance required for stored materials will be in the City's

name.

6.3 PAYMENT OF JOB ORDER PRICE

- A. Payments should be provided on the City format for a Pay Application which is based on the agreed upon "Schedule of Values." The City will make payment in accordance with A.R.S. §34-607. Payment will be made no later than 14 days after the Job Order Payment Request is certified and approved, but in each case less the total of payments previously made.
- B. The City will pay Contractor all amounts properly due. If the City determines that Contractor is not entitled to all or part of a Contractor Payment Request, it will notify Contractor in writing within 7 days after the date Contractor Payment Request is received by the City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify the City's concerns. Contractor and the City will attempt to resolve the City's concerns. If the parties cannot resolve the concerns, Contractor may pursue its rights under the Contract Documents, including those under Article 7.

6.4 RETENTION ON JOB ORDER PAYMENTS

In compliance with Arizona Revised Statutes §34-607, there is no retention for Job Order Contracting construction services.

6.5 FINAL PAYMENT

- A. After receipt of a final Contractor Payment Request, the City will make final payment as required by this Article, provided that Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.
- B. At the time of submission of its final Contractor Payment Request, Contractor will provide the following information:
 - 1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests; and
 - 2. A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to the City and remaining unsettled at the time of final payment.

6.6 PAYMENTS TO SUBCONTRACTORS OR SUPPLIERS

- A. Contractor will pay its Subcontractors or suppliers within 7 calendar days of receipt of each progress payment from the City. Contractor will pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. No Contract between Contractor and its Subcontractors and suppliers may materially alter the

rights of any Subcontractor or supplier to receive prompt payment as provided in this Contract.

- B. If Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Contractor agrees that the City may take these actions:
 - 1. To hold Contractor in default under this Contract;
 - 2. Withhold future payments until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
 - 3. Reject all future offers to perform work for the City from Contractor for a period not to exceed 1-year from the Substantial Completion date of this Project; or
 - 4. Terminate this Contract.
- C. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, the failure or delay will not be considered a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions of this Contract.
- D. Contractor will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

6.7 RECORD KEEPING AND FINANCE CONTROLS

- A. Records of Contractor's direct personnel payroll, reimbursable expenses related to each Job Order and records of accounts between the City and Contractor will be kept on a generally recognized accounting basis and will be available for 3 years after completion of the Project.

From the effective date of this Contract and until 3 years after the date of final payment by the City of Scottsdale to Contractor, the City, its authorized representative, or the appropriate federal or state agencies, reserve the right to audit Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders. The City of Scottsdale or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale will give Contractor or Subcontractor reasonable advance notice of intended audits.

- B. The City reserves the right to decrease Job Order Price or payments made on this Contract if, upon audit of Contractor's records, the audit discloses Contractor has provided false, misleading, or inaccurate cost and pricing data.
- C. Contractor will include a similar provision in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract Documents to ensure

the City, its authorized representative, or the appropriate federal or state agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

- D. The City reserves the right to decrease Job Order Price or payments made on this Contract if the above provision is not included in Subconsultants' and Subcontractors' contracts, and one or more Subconsultants or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- E. If an audit in accordance with this Article, discloses overcharges of any nature by Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by Contractor. Any adjustments or payments which must be made as a result of any audit or inspection of Contractor's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings.
- F. This audit provision includes the right to inspect personnel records as required by Section 11.34.

ARTICLE 7- CLAIMS AND DISPUTES

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1** If either Contractor or the City believes that it is entitled to relief against the other Contractor for any event arising out of or related to Contract Services, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been given must be submitted in writing to the City within thirty (30) days after notice has been received.
- 7.1.2** This notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Contract.
- 7.1.3** In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4** This notice will include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request. ANY NOTICE OF CLAIM NOT FILED WITH THE CITY WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.
- 7.1.5** In the event Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, unless emergency conditions exist, Contractor shall strictly comply with the requirements of this

section and such claim shall be made by Contractor before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by Contractor of any claims for compensation.

7.1.6 Contractor must continue its performance under this contract regardless of the existence of any claims by Contractor.

7.1.7 In a claim by Contractor against the City for compensation in excess of the Contract sum, any liability of the City to Contractor shall be strictly limited and computed in accordance with the Contract documents and shall in no event include indirect costs (such as home office overheads or consequential damages of Contractor or any estimated costs or damages).

7.2 DUTY TO CONTINUE PERFORMANCE

Unless provided to the contrary in the Contract Documents, Contractor will continue to perform the Work and the City will continue to satisfy its payment obligations to Contractor, until final resolution of any dispute or disagreement between Contractor and the City.

7.3 REPRESENTATIVES OF THE PARTIES

A. City's Representatives

1. The City designates the individual listed below as the City's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

Alison Tymkiw
City Engineer
One Civic Center – 2nd Floor
7447 East Indian School Road
Scottsdale, AZ 85251
(480) 312-7760

2. The City will designate an individual for each Job Order as the City's Representative. This person will manage the Job Order.

B. Contractor's Representatives

1. Contractor designates the individual listed below as Contractor's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

Name: Curt Lonsdale, Division Manager

Address: Shasta Industries, Inc.
P.O. Box 28248
Scottsdale, AZ 85255

Telephone No: (480) 776-0155

2. Contractor will designate an individual for each Job Order as Contractor's Representative.

ARTICLE 8 – SUSPENSION, TERMINATION AND CANCELLATION

8.1 CITY'S RIGHT TO STOP JOB ORDER SERVICES

- A. The City may, at its discretion and without cause, order Contractor in writing to stop and suspend any Job Order. Immediately after receiving this notice, Contractor will discontinue advancing the Job Order. The suspension will not exceed 180 consecutive days. If the City suspends the Job Order for 181 consecutive Days or more, the suspension will be considered a termination for convenience.
- B. Contractor may seek an adjustment of the Job Order Price or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

8.2 TERMINATION FOR CONVENIENCE

- A. Upon receipt of written notice to Contractor, the City has the right to terminate this Contract or abandon any portion of any Job Order for which services have not been performed by Contractor.

1. Contractor will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.

Contractor will receive compensation for services performed to the date of the termination . The fee will be an amount mutually agreed upon by Contractor and the City. If there is no mutual agreement, the final determination will be made in accordance with this Article.

2. The City will make the final payment within 60 days after Contractor has delivered the last of the partially completed items and the final fee has been agreed upon.

If the City terminates this Contract in compliance with this Article and proceeds to construct the Job Order through its employees, agents or third parties, the City's rights to use the Work product will be as stated in Article 8.3.

- B. Upon termination of construction services during any Job Order, Contractor will proceed with the following obligations:
 1. Stop Work as stated in the notice;
 2. Place no further subcontracts or orders;

3. Terminate all subcontracts to the extent they relate to the Work terminated;
 4. Assign to the City all right, title and interest of Contractor under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations; and
 5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of Contractor and which the City has or may acquire an interest.
 6. Comply with the requirements of Article 6.5(B)(1) and (2).
- C. Contractor will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.
- D. The City will pay Contractor the following:
1. The direct value of its completed Work and materials supplied as of the date of termination;
 2. The reasonable costs and expenses attributable to the termination;
 3. Contractor will be entitled to profit and overhead on completed Work but will not be entitled to anticipated profit or anticipated overhead. If it appears Contractor would have sustained a loss on the entire Work had the Job Order been completed, Contractor will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss;
 4. Contractor will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to auditing as required in Article 6.7; and
 5. Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of Contractor and in which the City has or may acquire an interest.

8.3 CANCELLATION FOR CAUSE

- A. The City may also cancel this Contract or any part of it with 7 days notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance, despite a reasonable opportunity to cure as judged by the City's Representative and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the City will not be liable to Contractor for any amount, and Contractor will be liable to the City for any and all damages sustained as a result of the default that caused the cancellation.

8.4 CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- A. If Contractor persistently fails to:
1. Provide a sufficient number of skilled workers;
 2. Supply the materials required by the Contract or Job Order Documents;
 3. Comply with applicable Legal Requirements;
 4. Timely pay, without cause, Subconsultants or Subcontractors;
 5. Prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as the times may be adjusted; or
 6. Perform material obligations under the Contract Documents;

Then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, will have the rights stated in Articles 8.2 and 8.3.

In the event the City cancels this Contract or any part of the services under any Job Order, the City will notify Contractor in writing, and immediately upon receiving this notice, Contractor will discontinue advancing the Work under this Contract or the Job Order and proceed to close all operations of any affected Job Order or this Contract.

- B. If the City provides Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and Contractor fails to comply in a time frame specified, the City may have the Work accomplished by other sources at Contractor's expense.
- C. Upon the occurrence of an event stated in Article 8.3(B), the City may provide written notice to Contractor that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within 7 days of Contractor's receipt of notice.
1. If Contractor fails to cure, or reasonably commence to cure, the problem, then the City may give a second written notice to Contractor of its intent to cancel within an additional 7 day period.
 2. If Contractor, within this second 7 day period, fails to cure, or reasonably commence to cure the problem, then the City may declare the Contract cancelled for default by providing written notice to Contractor of this declaration.
- D. Upon declaring the Contract cancelled in accordance with Article 8.3(B), and for the purpose of completing the Work, the City may for all Job Orders enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items, which have been purchased or provided for the performance of the Work, all of which Contractor now transfers, assigns and sets over to the City for this purpose, and to employ any person or persons to complete

the Work and provide all of the required labor, services, materials, equipment and other items.

- E. If through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor violates any of the covenants, Contracts, or stipulations of this Contract, the City may withhold any payments to Contractor for the purpose of setoff until the exact amount of damages due the City from Contractor is determined by a court of competent jurisdiction.
- F. In the event of a cancellation, Contractor will not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders is finally completed in accordance with the Contract Documents. At that time, Contractor will only be entitled to be paid for Work performed and accepted by the City before its default.
- G. If the City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price, then Contractor will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from Contractor's default.
- H. If the City cancels this Contract for cause and the cancellation is determined to have been without legal right, the cancellation for cause will be considered to have been a termination for convenience in accordance with the provisions of Article 8.2.

ARTICLE 9 - INSURANCE AND BONDS

9.1 INSURANCE REQUIREMENTS

- A. At the same time as execution of this Contract, Contractor will furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD form. The ACORD form will be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or Subcontractors.
- C. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract Services under this Contract by Contractor, its agents, representatives, employees, Subcontractors or Subconsultants and Contractor is free to purchase any additional insurance as may be determined necessary. The

City will not pay for higher limits, but if Contractor pays for insurance with higher limits, Contractor will name the City as an additional insured on any additional insurance.

- E. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- F. Self-Insured Retentions. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

9.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor must provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expenses (Any one person)	OPTIONAL

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
---	-------------

C. Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability:	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$1,000,000

D. Coverage Terms and Required Endorsements

1. The City of Scottsdale, its officers, officials, agents, and employees are

additional insureds with respect to liability arising out of activities performed by, or on behalf of, Contractor including the City's general supervision of Contractor; products and completed operations of Contractor; and automobiles owned, leased, hired, or borrowed by Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.
3. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by Contractor and must not contribute to it.
4. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. All policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by Contractor for the City.
7. Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by Contractor for the City.
8. If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies.

E. Builders Risk Insurance (Course of Construction)

To be provided if determined by the City as necessary with each Job Order.

Contractor bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Scottsdale, Contractor will purchase and maintain in force Builders Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss or Open Perils policy form, for the completed value, at replacement cost equal to each Job Order contract price and all subsequent modifications. Contractor's Builders Risk-Installation insurance will be primary and not contributory; and waive all rights of subrogation against the City of Scottsdale, its officers, officials and employees.

This Builders Risk-Installation insurance must name the City of Scottsdale,

Contractor and all tiers of Subcontractors as respects their insurable interest at the date of loss. It must contain a provision that subject insurance will not be canceled or materially altered without at least 30 days advance notice to the City. Contractor is also required to give the City thirty (30) days advance written notice of the coverage termination for each project. The City will also be named as a Loss Payee under Builders Risk-Installation coverage.

This Builders Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and Contractor's services and expenses and other "soft costs" made necessary by an insured loss. Builders Risk-Installation insurance must provide coverage from the time any covered property comes under Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders Risk-Installation insurance stated above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law and or testing requirements in the performance of this Contract.

Contractor will be responsible for any and all deductibles under these policies and Contractor waives all rights of recovery and subrogation against the City under Contractor-provided Builders Risk-Installation insurance described in this Article.

The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

By signing this Contract, all rights of subrogation are waived against the City of Scottsdale, its officers, officials, agents and employees.

9.3 OTHER INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractors Professional Liability: Contractor must carry Contractors Professional Liability insurance to cover the residual, contingent, and passive design exposures of Contractor.
 - 1. The City of Scottsdale, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of Contractor, including the City's general supervision of Contractor; products and completed operations of Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability policy will be at least as broad as the Insurance Service Office, Inc.'s CG 0 0 01 07 98.
- B. Contractors Professional Limits of Liability: Contractor must carry limits of \$1,000,000 each Project and \$2,000,000 in the Aggregate under a stand-alone policy or included by endorsement under the Commercial General Liability policy. Contractor, its successors and or assigns, is required to maintain this Professional Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Certificates of Insurance citing that applicable coverage is in force and contains the provisions required by this Contract must be submitted for the 3-year period.
1. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of Contractor's insurance and will not contribute to it.
 2. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by Contractor and its Subcontractors must not be limited to the liability assumed under the indemnification provisions of this Contract.
 3. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the City.
- C. Contractor, its successors and assigns, is required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Contractor must submit a Certificate of Insurance evidencing the Commercial General Liability insurance during this 3-year period containing all the insurance requirements including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9.4 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE

Unless Contractor's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9.2 and name the City and Contractor as Additional Insureds, Contractor's certificates must include all Subcontractors and Subconsultants as insureds under its policies or Contractor must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders Risk-Installation coverage.

9.5 NOTICE OF CANCELLATION

If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits until 30 days written notice has first been given, by certified mail, return receipt requested to:

Melanie Gibson
Capital Project Management
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

Curt Lonsdale, Division Manger
Shasta Industries, Inc
P.O. Box 28248
Scottsdale, AZ 85255

9.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved to conduct business in the State of Arizona and with an A. M. Best rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

9.7 VERIFICATION OF COVERAGE

- A. Contractor must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- B. All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builders Risk Insurance, which will be received and approved as provided in Article 9.2(E). Each insurance policy required by this Contract must be in effect at or before the earlier of commencement of Contract Services under the Contract Documents or the signing of this Contract except for Builders Risk Insurance which must be in effect before commencement of the Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- C. All Certificates of Insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management Office. **The project number and project description must be included on the Certificates of Insurance.** The City reserves the right to require complete, certified copies of all insurance policies

required by this Contract, at any time. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of Contractor's Certificate and delay in contract execution.

Additional Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

9.8 APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action does may be made by administrative action.

9.9 BONDS AND OTHER PERFORMANCE SECURITY

- A. Before execution of each individual Job Order, Contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order. Contractor may, at its own option, provide Payment and Performance Bonds for the entire Job Order Contract amount, but there shall be no obligation for the City to reimburse Contractor for bond costs incurred, except on an actual cost basis as each individual Job Order is issued. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and must be in substantially the same form as Exhibits A and B, attached to this Contract.
- B. Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of this Contract.
- C. The bonds must be made payable and acceptable to the City of Scottsdale.
- D. The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.
 - 1. If one Power of Attorney is submitted, it must be for twice the total Job Order Price.
 - 2. If two Powers of Attorney are submitted, each must be for the total Job Order Price. Personal or individual bonds are not acceptable.
 - 3. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.
- E. All bonds submitted for this Project must be provided by a company which has been rated "A or better" by the A.M. Best Company.

ARTICLE 10 - INDEMNIFICATION

10.1 CONTRACTOR'S GENERAL INDEMNIFICATION

Contractor's General Indemnification. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any acts, omissions, negligence, recklessness, or intentional wrongful conduct to the extent caused by Contractor or any of its owners, officers, directors, agents or employees performing Work or Services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of Contractor employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the Architect for the City.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.2 INTELLECTUAL PROPERTY

- A. Contractor must pay all royalties and license fees associated with its performance of services.
- B. Contractor must defend any action or proceeding brought against the City based on any claim that the Work, or any part of the Work, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The City will give prompt written notice to Contractor of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. Contractor shall indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or Contractor in any action or proceeding. Contractor agrees to keep the City informed of all developments in the defense of

these actions. The City may be represented by; and actively participate through its own counsel in any suit or proceedings if it so desires.

- C. If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure this right within a reasonable time, Contractor will promptly, at Contractor's option and at Contractor's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.
- D. Articles 10.2(B) and 10.2(C) will not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright:
 - 1. Relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by Contractor to the City; or
 - 2. Arising from modifications to the Work by the City or its agents after acceptance of the Work.
- E. The obligations stated in this Article 10.3 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

ARTICLE 11 – GENERAL PROVISIONS

11.1 MARSHALING AREA

Contractor is advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. Contractor will obtain written approval from the property owner for marshaling area use. This approval must contain any requirements, which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and the City of Scottsdale Supplemental Specifications will apply.

11.2 CONTRACT DOCUMENTS

- A. Contract Documents are as defined in Article 12.
- B. The Contract Documents form the entire Contract between the City and Contractor. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.
- C. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence in the order in which they are listed in the definition of Contract Documents in Article 12. As to drawings and plans, given dimensions will take precedence over scaled measurements, and large-scale plans over small-scale plans. Contract specifications will take precedence over contract plans.

- D. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the times and prices agreed upon for each Job Order. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- E. This Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, and Job Order Adjustments (if any) are by reference made a part of this Contract to the same extent as if set forth in full.
- F. Work Product
 - 1. All Work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared or procured in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to Contractor. In the event these documents are altered, modified or adapted without the written consent of Contractor or the Subconsultants, which consent Contractor or the Subconsultants will not unreasonably withhold, the City agrees to hold Contractor and the Subconsultants harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adoption of the documents.
 - 2. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed, created by Contractor, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to Contractor.

11.3 MODIFICATIONS

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

11.4 TIME IS OF THE ESSENCE

Time is of the essence with respect to the dates and times stated in the Contract Documents.

11.5 COOPERATION AND FURTHER DOCUMENTATION

Contractor agrees to provide the City any other duly executed documents as will be reasonably requested by the City to implement the intent of the Contract Documents.

11.6 ASSIGNMENT

Neither Contractor nor the City will, without the written consent of the other, assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.

11.7 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

11.8 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to Contractor at least 30 days before the end of its current fiscal period and will pay Contractor for all approved charges incurred through the end of the period.

11.9 CONSTRUCTION METHODS

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

11.10 UTILITY RELOCATIONS FOR CONSTRUCTION METHODS

If any utility is relocated or rebuilt to accommodate Contractor's construction methods and available equipment, the expense will be borne by Contractor and will be replaced to the original location before completion of the Job Order at the request of the City's Project Coordinator at Contractor's sole expense.

11.11 DAMAGED UTILITIES DURING CONSTRUCTION

Any utilities damaged during construction shall be replaced at Contractor's expense as per the requirements of the M.A.G. Standard Specifications.

11.12 SUCCESSORSHIP

Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

11.13 CONFLICT IN LANGUAGE

All services performed will conform to all applicable City of Scottsdale codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Contract and those in exhibits, the provisions in this Contract will prevail.

11.14 THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and Contractor, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

11.15 GOVERNING LAW

The Contract and all Contract Documents will be considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy with respect to this Contract shall be brought in Maricopa County, Arizona.

11.16 SEVERABILITY

If any provision of the Contract Documents or the application to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application of the Contract will not be affected and will be enforceable to the fullest extent permitted by law. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and Contractor shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

11.17 LEGAL REQUIREMENTS

Contractor shall perform all Contract Services in accordance with all Legal Requirements and will provide all notices applicable to the Contract Services as required by the Legal Requirements.

11.18 INDEPENDENT CONTRACTOR

Contractor is and will be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor will follow the wishes of the City as to the results of the Work only. These results will comply with all applicable laws and ordinances.

11.19 CITY'S RIGHT OF CANCELLATION

This Contract is subject to cancellation by the City of Scottsdale in accordance with the provisions of Section 38-511, Arizona Revised Statutes.

11.20 SURVIVAL

All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Contract.

11.21 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Scottsdale has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Scottsdale will have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of any commission, percentage, brokerage, or contingent fee.

11.22 NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of its provisions will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents or any part of the Contract Documents, or the right of either party to enforce each and every provision.

11.23 HEADINGS

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

11.24 NOTICE

Whenever the Contract Documents require that notice be provided to the other party, notice will be considered to have been validly given (i) if delivered in person to the individual intended to receive the notice, (ii) 3 days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below. Notice by electronic mail or facsimile will not be considered notice.

To City:	Alison Tymkiw City Engineer 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To JOC Contractor:	Curt Lonsdale, Division Manager Shasta Industries, Inc. P.O. Box 28248 Scottsdale, AZ 85255

11.25 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant

orders of the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight. The JOC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The JOC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The JOC will, in all solicitations or advertisements for employees placed by or on behalf of the JOC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.25.1 No Preferential Treatment or Discrimination: In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

11.26 ADDITIONAL CITY RIGHTS REGARDING SECURITY INQUIRIES

In addition to the foregoing, the City reserves the right to: (1) have an employee/prospective employee of Contractor be required to provide fingerprints and execute any other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not that information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees or prospective employees; and, (4) object, at any time and for any reason, to an employee of Contractor performing Work (including supervision and oversight) under this Contract.

- A. Provisions Applicable to all Contractor Contracts and Subcontracts. Contractor will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.
- B. Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract, as stated above, are material to the City's entry into this Contract and any breach by Contractor may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Contract. Termination will subject Contractor to liability for its breach of contract.

11.27 HAZARDOUS MATERIALS

- A. Hazardous Materials. Upon discovery of hazardous materials Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

- B. Unless included in the Work, if Contractor encounters onsite, or as material to be incorporated in the Work, any material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, it will immediately stop work and report the condition to the City.
- C. If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, Contractor will not resume work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue work in non-affected areas onsite.
- D. An extension of Contract Time may be granted in accordance with Article 5.
- E. Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- F. Despite the provisions of this Article 11.27, the City is not responsible for Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable. Contractor will indemnify, defend and hold harmless the City and the City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable.

11.28 TRAFFIC CONTROL

- A. Complete street closures will not be permitted unless specified in the Special Provisions or approved by the City. The timing and sequence of street closures will be approved by the Traffic Engineering Director (or designee) at least 14 days before the closure. This approval is necessary to provide coordination with other roadway projects and special events.
- B. Adequate barricades and lighted warning signs must be installed and maintained by Contractor throughout the duration of any Project. All traffic control must be in accordance with the current version of the City of Scottsdale Supplement to MAG Uniform Standard Specifications Section 401 or as required by the approved barricade plan unless otherwise specified in the Special Provisions.
- C. Contractor will submit a construction schedule and a barricade plan to the City Traffic Engineering Director (or designee) for approval or modification at least 72 hours before construction is initiated and must wait to commence construction until the plan is signed as accepted by the City Traffic Engineering Director (or designee).

11.29 MATERIAL SOURCE

No material source has been designated by the City for use under this Contract. MAG Specification, Section 106 will apply as will ADOT Standard Specifications 1982, Section 106.1, 106.2, 106.7 & 106.8, which outline controls and Section 1001-1, -2, & -4

concerning approval of Contractor-Furnished Source and supplemental Contracts in regard to environmental analysis and the liability for materials testing costs.

Contractor and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse will not be allowed if located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing.

A Contractor and Subcontractor-furnished source will be defined as a material source, which is neither an A.D.O.T. furnished source nor a commercial source, as defined in this Contract.

A commercial source will be defined as a material source in which the owner or producer has been for at least 1-year regularly engaged during regular business hours on a regular basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company must have an Arizona retail sales tax license.

The location of any new material source or existing non-commercial material source proposed for use under this Contract must be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. Contractor and Subcontractor will obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the required conditions and the applicable Standard Specifications. Contractor will familiarize himself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.30 FAMILIARIZATION WITH APPLICABLE LAWS

Contractor will familiarize itself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.31 NATIVE PLANTS

Contractor will take whatever steps, procedures or means necessary to remove, move, displace, and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

11.32 ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state, or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

11.33 HOURS OF WORK

- A. All building construction and associated work will be restricted to the applicable summer or winter hours. Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- B. Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- C. The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings, and structures.
- D. Contractor must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. Contractor must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the building official before the variance can be granted.
 - 1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during "summer hours"). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.
 - 2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

11.34 COMPLIANCE WITH FEDERAL LAWS

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Contractor agrees to comply with these laws in performing this Contract and to permit the City to verify compliance. Contractor will also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, "Residence Requirements for Employees," as amended. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, Contractor warrants to the City that Contractor and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Contractor, and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Contractor or any of its Subcontractors will be considered a material breach of this Contract and may subject Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of Contractor or any Subcontractor who works on this Contract to ensure that Contractor or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Contractor and any of its Subcontractors to ensure compliance with this warranty. Contractor agrees to indemnify, defend, and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider Contractor or any of its Subcontractors in material breach of this Contract if Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Contractor will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. Contractor's failure to assure compliance by all its Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

A. Compliance with Americans with Disabilities Act

Contractor acknowledges that, in accordance with the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

11.35 DATA CONFIDENTIALITY

A. As used in this Contract, data means all information, whether written or verbal,

including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by Contractor in the performance of this Contract.

- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with Contractor's performance of this Contract is confidential and proprietary information belonging to the City.
- C. Contractor will not divulge data to any third party without first obtaining the written consent of the City. Contractor will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided Contractor has first given the required notice to the City:
 - 1. Data, which was known to Contractor before its performance under this Contract unless the data was acquired in connection with the Work performed for the City;
 - 2. Data which was acquired by Contractor in its performance under this Contract and which was disclosed to Contractor by a third party, who to the best of Contractor's knowledge and belief, had the legal right to make disclosures and Contractor is not otherwise required to hold the data in confidence; or
 - 3. Data, which is required to be disclosed by virtue of law, regulation, or court order to which Contractor is subject.
- D. In the event Contractor is required or requested to disclose data to a third party, or any other information to which Contractor became privy as a result of any other contract with the City, Contractor will first notify the City as required in this Article of the request or demand for the data. Contractor will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take any action the City may consider appropriate to protect the data or other information from disclosure.
- E. Unless prohibited by law, within 10 days after completion of services for a third party on real or personal property owned or leased by the City, Contractor will promptly deliver, as stated in this Article, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Contract.
- F. Contractor assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by Contractor, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

11.36 CONFLICT OF INTEREST

- A. To evaluate and avoid potential conflicts of interest, Contractor will provide written notice to the City, as stated in this Article, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. The notice will be given 7 business days before commencement of the Project by Contractor for a third party, or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the City Senior Representative identified in Article 7.4.
- B. Actions that are considered to be adverse to the City under this Contract include but are not limited to:
 - 1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
 - 2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
 - 3. Using data to produce income for Contractor or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.
- C. Contractor represents that except for those persons, entities and projects identified to the City, the services to be performed by Contractor under this Contract are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the interests of the City.
- D. Contractor's failure to provide a written notice and disclosure of the information stated in this Article on Conflicts of Interest will constitute a material breach of this Contract.

11.37 LOSS AND DAMAGES

All loss or damage arising out of the nature of the Work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in or during the prosecution of the Work, or from any casualty whatsoever of every description, will be sustained and borne by Contractor at its own cost and expense.

11.38 RIGHTS-OF-WAY

The M.A.G. Standard Specification 107.12 is modified to read as follows: "Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage and maintenance purposes, which are required in addition to existing easements or rights of way secured by the City as indicated upon the plans."

11.39 EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

Contractor will use due care when excavating at or near intersections where traffic signal underground conduit is located. Contractor will notify the Transportation Maintenance

Traffic Signal Division (480.312.5620) 48 hours in advance of any work at the intersections. Contractor will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Traffic Engineering Director when underground conduit is to be severed by excavations at the intersection. The Transportation Maintenance Manager will have all underground traffic conduit located and will provide the necessary City Technicians to assist Contractor in identifying wiring phases and direction of conduit runs upon 24 hours' notice from Contractor and at least 1 day before Contractor's scheduled wiring and installation of temporary cables. Contractor will be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The Transportation Maintenance Manager will provide a City technician to assist Contractor with connecting field wiring within the traffic signal control cabinet. Contractor will provide, at its expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. Contractor will be responsible as specified by the Traffic Engineering Manager for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

11.40 CERTIFICATION OF USE OF BENCHMARKS

In compliance with the City's Design Standards & Policies Manual (DS&PM), Sections 9-1.1 and 9-1.301, it is the City's intent that Contractor must use both horizontal and vertical benchmarks with City of Scottsdale published values for any survey on all public works projects. These published values are available for public use at the following website: <https://eservices.scottsdaleaz.gov/maps/benchmarks>. AT LEAST 1 HORIZONTAL AND 1 VERTICAL BENCHMARK MUST MATCH THE NORTHING, EASTING OR ELEVATION VALUES PUBLISHED ON THE CITY'S WEBSITE. Contractor must sign and submit with this Contract, the Certificate of Use attached and by reference made a part of this Contract.

11.41 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities under this Contract. The City will have no obligation to pay additional amounts for taxes of any type. JOC and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the JOC, except as may be otherwise provided in this Contract. The JOC shall and require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11.42 NO BOYCOTT OF ISRAEL

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

11.43 CONTRACTOR WARRANTS AND CERTIFIES THAT IT DOES NOT CURRENTLY, AND AGREES FOR THE DURATION OF THE CONTRACT THAT IT WILL NOT, USE:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

ARTICLE 12 – DEFINITIONS

“Adjustment” means a written order signed by an authorized representative of the City and Contractor and which approves changes in the scope of the Work in the Job Order; in the total compensation or time allowed for completion of the Job Order, or modifications to other contract terms.

“Allowance” means an agreed amount by the City and Contractor for items which may be required to complete the scope of work.

“As-built Document” – “As-built in construction is equivalent to “as-is.” Drawings deemed “as-built” are final drawings that include all changes made during the actual construction process. These drawings represent the actual existing constructed conditions as opposed to designs or a proposed condition. The As-built Documents should be per Arizona Revised Statute 32-152.

“Blueline or Blackline Prints” – Prints that allows comparison of document versions to show what has been revised.

“Change Order” means a written order signed by an authorized representative of the City and which approves changes in the total compensation or time allowed for completion of services consistent with S.R.C. Sec. 2-200.

“City” means the City of Scottsdale, Arizona, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire Departments or any other City department are not subject to the responsibilities of the City under this Contract.

“City’s Representative” means the person designated in Subdivision 7.4(A) (2).

“City’s Senior Representative” means the person designated in Subdivision 7.4(A) (1).

"Construction Coordinator" means a City employee who coordinates the daily construction activities with Contractor, and with their inspection staff that performs quality control inspections, enforces project plans and specifications, and adopted City codes and ordinances.

"Construction Documents" means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved Job Order Adjustments.

"Construction Fee" means Contractor's home office overhead and profit, whether at Contractor's principal or branch offices. This includes the home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

"Contract" or "Job Order Contract" means this fully executed Contract between the City and Contractor.

"Contract Administrator" means the person designated in Article 7.4.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and Contractor: (1) Change Orders; (2) Job Order Adjustments; (3) Contract Modifications; (4) this Contract including all exhibits and attachments; (5) Contractor's Proposal (if any); (6) Contractor Statement of Qualifications.

"Contract Modification" means a specific written concurrence between the City and Contractor for changes to this Contract.

"Contract Price" means the amount or amounts stated in Article 4 subject to any Contract Adjustments.

"Contract Services" means the services required by the Contract Documents.

"Contract Time(s)" means the time stated in Article 3, subject to Job Order Adjustments or extensions as permitted by this Contract.

"Contractor" is Contractor selected by the City to provide or procure construction services as detailed in this Job Order Contract.

"Contractor Payment Request" means the City form used by Contractor to request progress payments for Job Orders in accordance with Article 6.

"Contractor's Representative" means the person described in Article 7.4(B) (2).

"Contractor's Senior Representative" means the person described in Article 7.4(B) (1).

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Delay" means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the project to be extended. Delays may be caused by the City, Contractor, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

"Delay, Compensable" means delay that results from the City's actions or inactions that entitle

Contractor to both a time extension and delay damages.

“Delay, Concurrent” means 2 or more delays, within the same timeframe, both of which would independently impact the project’s critical path. If one delay is caused by the City and the other by Contractor, Contractor will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may “overlap.”

“Delay, Excusable” means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of Contractor (including its Suppliers and Subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

“Delay, Non-Excusable” means a delay within the control of Contractor, its suppliers and subcontractors, or a delay resulting from a risk taken by Contractor under the terms of the Contract. Contractor will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

“Deliverables” means the work products prepared by Contractor in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by Contractor may include, but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

“Design Professional” means a qualified, licensed design professional who furnishes design or construction administration services.

“Differing Site Conditions” comply with M.A.G. Standard Specifications, Subsection 102.4.

“Duration of the Work” means the number of Days from a Job Order Notice to Proceed to Substantial Completion.

“Field Order” means a written field directive prepared and signed by the City, directing a change in work that may or may not include an adjustment in contract price or contract time.

“Final Acceptance” means the completion of a Job Order as prescribed in Article 3.4.

“Informational Submittals” – Submittals are required (common with construction projects) for the architect and engineer to verify that the correct products and quantities will be installed on a project.

“Job Order” or “Project” means a specific scope of Contract Services done pursuant to an individual Job Order and includes a specific written Contract between the City and Contractor for a Job Order including a Scope of Work, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Contract. The Job Order includes the plans, technical specifications, special provisions and Contractor’s proposal either by reference or inclusion.

“Job Order Price” means the amount negotiated between Contractor and the City that includes

costs, overhead, bonding, insurance, profit and other costs as agreed to and calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Article 4.

“Job Order Time” means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Contract by executing an individual Job Order for that specific Project.

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

“Liquidated Damages” means an amount Contractor will pay in compliance with Article 3.5.

“Must” and “will” as used in this Contract are mandatory.

“Notice to Proceed,” (NTP) means a written notice given by the City to Contractor fixing the date on which Contractor will start to perform Contractor’s obligations under that individual Job Order.

“Owner Agent,” “City’s Agent” or “Owner Representative” see “City’s Senior Representative.”

“Payment Request” means a monthly progress payment request that is based on a monthly estimate of the dollar value of the Work completed.

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

“Professional Certification” – Professional certification is a designation which indicates that a person is qualified to perform a job or task. Professional certification can be trade certification or professional designation.

“Project Record Documents” means the documents created pursuant to Article 1.9.

“Project Record Drawing Prints” – Set of current design drawings used by construction contractor for reference during construction. These drawings are typically marked up during the construction process, and are used to develop the subsequent “as-built” drawings.

“Punch List” means those minor items of Work to be completed before Final Acceptance which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Occupancy.

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

“Schedule of Values (SOV)” means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

“Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the

Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which a Job Order is located generally described as (insert address). Contractor will require all subcontractors to include the street address of the Job Order in their contracts.

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

“Subcontractor” or “Sub consultant” means any person or entity retained by Contractor as an independent contractor to perform a portion of the Contract Services and must include material men and suppliers. All Subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

“Substantial Completion” means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (1) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (2) issuance of elevator permit; (3) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (4) installation of all materials and equipment; (5) City review and acceptance of all systems; (6) City review and acceptance of draft O&M manuals and record documents; (7) City operation and maintenance training completed; (8) HVAC test and balance completed [provide minimum 30 days before projected substantial completion]; (9) completed landscaping and site work; and (10) final cleaning.

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

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

CITY OF SCOTTSDALE, ARIZONA

CONTRACT NO. 2023-121-COS

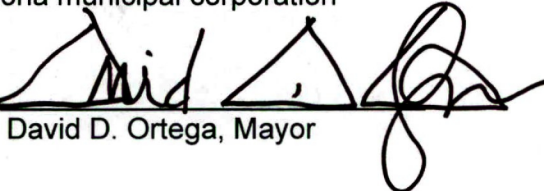
CONTRACT

This Contract has been properly executed by the parties above named, on the date and year written above, to be retained by the City Clerk.

Contractor agrees that this Contract, as awarded, is for the stated Work and understands that payment for the Work will be made on the basis of the indicated amount, per the terms and conditions of this Contract.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

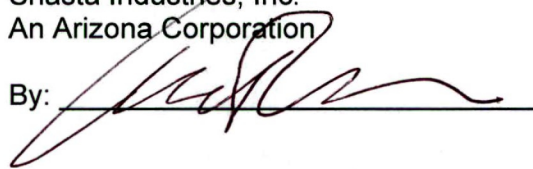
By:


David D. Ortega, Mayor

CONTRACTOR:

Shasta Industries, Inc.
An Arizona Corporation

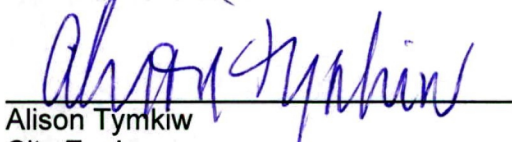
By:

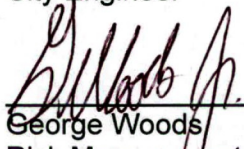

Title: DIVISION MANAGER

ATTEST:


Ben Lane, City Clerk

RECOMMENDED:


Alison Tymkiw
City Engineer


George Woods
Risk Management Director

APPROVED AS TO FORM:

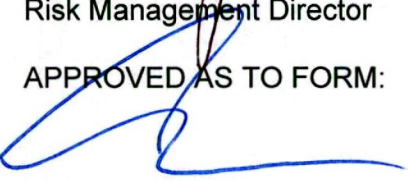

Sherry R. Scott, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

EXHIBIT A

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES**

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____ a corporation organized and existing under the laws of the State of Arizona with its principal office in the City of Scottsdale, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the _____ day of _____, 2023, for Bid No. (bid number), Project No. (project number), (project name), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this Bond will be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond will recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the _____ day of _____, 2023.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

EXHIBIT B

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and -
_____ a corporation organized and existing under the laws of the State
of Arizona, with its principal office in the City of Scottsdale (hereinafter called the Surety), as
Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of
Arizona, in the amount of _____ Dollars (\$_____), for the
payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale
dated the _____ day of _____, 2023, for Bid No. (bid number), Project No.
(project number), (project name), which contract is hereby referred to and made a part hereof as
fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all
monies due to all persons supplying labor or materials to the Principal or the Principal's
subcontractors in the prosecution of the work provided for in the contract, this obligation is void.
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter
6, of the Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance
with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to
the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond will recover as a part of the judgment reasonable
attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2023.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

 **COPY**

RESOLUTION NO. 12887

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE CITY OF SCOTTSDALE TO ENTER INTO CONSTRUCTION SERVICES JOB ORDER CONTRACT (JOC) NO. 2023-121-COS WITH SHASTA INDUSTRIES, INC. AND CONTRACT NO. 2023-122-COS WITH SUN EAGLE CORPORATION FOR CITYWIDE POOL CONSTRUCTION SERVICES

WHEREAS, The City desires services for Citywide Pool Construction work involving design, construction, repairs and/or maintenance as needed; and

WHEREAS, Shasta Industries, Inc. and Sun Eagle Corporation are qualified to render the services desired by the City.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute Contract No. 2023-121-COS with Shasta Industries, Inc. and Contract No. 2023-122-COS with Sun Eagle Corporation for pool construction projects throughout the City as needed with each contract to have a maximum contract price of fifteen million dollars (\$15,000,000) for the initial two year term.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 21 day of August, 2023.

ATTEST:

By: Ben Lane
Ben Lane, City Clerk

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

By: David D. Ortega
David D. Ortega, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Sherry R. Scott
Sherry R. Scott, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

**CITY OF SCOTTSDALE
MODIFICATION TO JOB ORDER CONTRACTING SERVICES**

THIS CONTRACT MODIFICATION is made and entered into this 1st day of July 2025, between the City of Scottsdale, an Arizona municipal corporation, (the "City") and Shasta Industries, Inc., an Arizona corporation, (the "Contractor") amending Contract No. 2023-121-COS (the "Contract") between the City and the Contractor dated August 21, 2023.

RECITALS:

The Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute Contracts and Contract Modifications; and

Two (2) years of the authorized 5 years under this Contract have been used and the City desires to extend by one (1) year, the term of the Contract for citywide pool construction services, in accordance with the terms of the contract; and

The City and the Contractor hereby mutually agree to extend and modify the Contract as provided herein.

IN CONSIDERATION of the mutual promises and obligations of the Contract, the parties agree as follows:

1.0 EXTENSION:

In accordance with Article 3.1, *CONTRACT TIME*, the contract is extended for an additional one (1) year period, commencing on July 1, 2025.

2.0 MODIFICATIONS:

2.1 Article 3.1, *CONTRACT TIME*, Subsection A, is deleted in its entirety and replaced with the following:

Contract time for this Contract will commence on the July 1, 2025 and will be for one (1) year. This contract may be extended for up to two (2) additional one (1) year terms thereafter. A Contract Modification will be processed for each such extension and will commence on or about the anniversary date of the Contract. Each such extension must be authorized by the Contract Administrator and Purchasing Director but need not be approved by the Scottsdale City Council. The Contract will remain in full force and effect during the performance of any Job Order.

OTHER CONTRACT PROVISIONS:

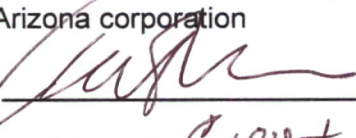
All provisions of the Contract not modified herein shall remain in full force and effect as previously stated.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[signatures on next page]*

The parties have executed this Contract Modification as of the date first written above.

CONTRACTOR:

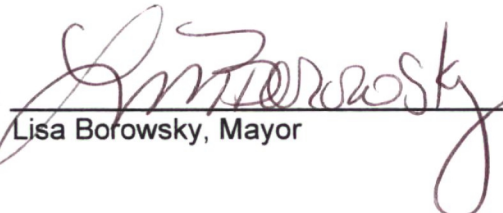
SHASTA INDUSTRIES, INC.,
an Arizona corporation

By: 

NAME PRINTED: CURT LONSDALE

TITLE: DIVISION MANAGER

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: 

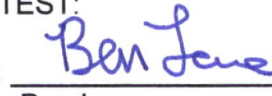
Lisa Borowsky, Mayor

RECOMMENDED:

By: 

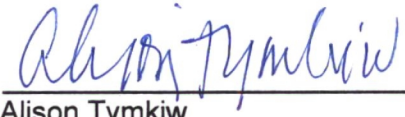
Melanie Gibson
City Contract Administrator

ATTEST:

By: 

Ben Lane
City Clerk

CITY OF SCOTTSDALE REVIEW:

By: 

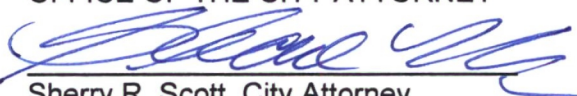
Alison Tymkiw
Senior Director – City Engineer

By: 

George Woods
Risk Management Director

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY


Sherry R. Scott, City Attorney

By: Shane C. Morrison, Assistant City Attorney

COPY

RESOLUTION NO. 13441

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING CONTRACT NO. 2023-121-COS-A1 WITH SHASTA INDUSTRIES, INC. AND CONTRACT NO. 2023-122-COS-A1 WITH SUN EAGLE CORPORATION, EACH FOR AN ADDITIONAL ONE (1) YEAR TERM EXTENSION IN AN AMOUNT NOT TO EXCEED \$7,500,000 PER CONTRACT.

WHEREAS, the City previously entered into Job Order Contract (JOC) Contract No. 2023-121-COS with Shasta Industries, Inc. and Contract No. 2023-122-COS with Sun Eagle Corporation for Citywide Pool Construction Services; and

WHEREAS, the City now desires to continue the above JOC contracts for Citywide Pool Construction Services; and

WHEREAS, it is necessary to modify the above JOC contracts to authorize one-year year extensions of the existing contracts as authorized in Article 3.1 of each of the above respective contracts.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, Contract No. 2023-121-COS-A1 with Shasta Industries, Inc. and Contract No. 2023-122-COS-A1 with Sun Eagle Corporation, each for an additional one (1) year term extension in an amount not to exceed Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) per contract.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 1 day of July, 2025.

ATTEST:

By: Ben Lane
Ben Lane, City Clerk

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: Lisa Borowsky
Lisa Borowsky, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Sherry R. Scott
Sherry R. Scott, City Attorney
By: Shane C. Morrison, Assistant City Attorney

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
SHASTA INDUSTRIES, INC.**

JOB ORDER NO. 1

**Job Order Contracting Pool Construction Services
Chino Valley Aquatic Center Deck Improvements**

THIS JOB ORDER NO. 1 (this “Job Order”) is entered into as of January 13, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Shasta Industries, Inc., an Arizona corporation (the “JOC”). In accordance with the Cooperative Purchasing Agreement between the Town and the JOC, dated January 13, 2026 (the “Agreement”), the JOC will perform the Scope of Work detailed in Section 1 below pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The JOC shall provide materials and services to provide job order contracting pool construction services, as described in Attachment 1 to this Job Order. Upon acceptance by the Town, this Job Order will become part of the Agreement and shall be appended thereto as part of Exhibit B.

2. Schedule of Completion of Services. The JOC shall commence work immediately upon execution of this Job Order and complete the work required herein within 90 days of said execution.

3. Fee Breakdown. The total cost to complete the Scope of Work required under this Job Order shall not exceed \$202,400.

4. Subject to the Agreement. This Job Order is subject to the terms and conditions of the Agreement and the underlying Scottsdale Contract (Contract No. 2023-121-COS, dated August 21, 2023, as amended by Contract No. 2023-121-COS-A1, dated July 1, 2025).

5. Conflict of Interest. The Town may cancel this Job Order pursuant to Ariz. Rev. Stat. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the JOC warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, 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.

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

“Town”

“JOC”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

SHASTA INDUSTRIES, INC.,
an Arizona corporation

Tom Armstrong, Mayor

Signature

ATTEST:

Name

Erin N. Deskins, Town Clerk

Title

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

ATTACHMENT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
SHASTA INDUSTRIES, INC.

JOB ORDER NO. 1

Job Order Contracting Pool Construction Services
Chino Valley Aquatic Center Deck Improvements

[Scope of Work]

See following pages.

Monday, November 17, 2025

David Jaime
Chino Valley Aquatic Center
1615 North Road 1 East
Chino Valley, Arizona 86323
Phone: 928-636-9780
Email: djaime@chinoaz.net

CHINO VALLEY AQUATIC CENTER DECK IMPROVEMENTS

1615 NORTH ROAD 1 EAST, CHINO VALLEY, ARIZONA 86323
SCOTTSDALE CONTRACT #: 2023-121-COS-A1

SCOPE OF WORK

- Payment and performance bond **is included** in base bid.
- Travel and per diem is included.
- General liability, negligence, and worker's compensation insurance.
- Protect existing fencing, posts, or other structures from damage throughout the duration of the project.
- Grind / scarify approximately 1,450 SF of existing integral color textured concrete and prep for installation of new acrylic lace texture system.
- Grind down approximately 50 LF of heaving concrete panels to mitigate tripping hazards, as required.
- Remove and patch approximately 185 existing pool cover anchors.
- Install approximately 350 LF of new saw cut joint to help alleviate concrete cracking on some of the larger deck panels currently installed.
- Apply Xcel Surfaces Crack Treatment over approximately 750 LF of deck cracking.
- **Important Note:** Crack treatment is not intended to resolve the underlying issue causing cracking. It is intended to prepare the crack so that the texturing system can be installed over it. Because cracking is a result of subgrade movement outside of our control, Shasta cannot guarantee that the cracking will not reemerge in the future. As such, Shasta cannot offer a warranty on the deck for future cracking or possible surfacing delamination.
- Apply Xcel Surfaces acrylic lace overlay texturing system to all existing deck concrete within the pool area. Deck to be painted and sealed using standard color options. **Note:** See attached plan for extents of scope.
- Remove and replace all deck depth markers, no diving markers, and no running markers with new tiles to match existing locations and depths.
- Provide and install SikaFlex 2CNS caulking at all existing expansion joints, as required.
- Dispose of all trash, debris or construction waste generated throughout the renovation.
- Pricing is good for 30 days.
- **Estimated Duration:** 4 weeks

EXCLUSIONS

- Scope of work not listed above.
- Construction Fencing. The existing pool barrier fence is to be used as the construction barrier.
- Removal of all pool furniture, ramada benches / tables and concession area tables and benches.
- Adequate power is assumed to be made available throughout the renovation.
- Restrooms, adequate power, and clean water assumed to be made available throughout the renovation.
- Replacement of any fittings or grating unless specifically noted above.
- Warranty against future cracking and delamination from existing deck concrete.

P.O. Box 28248 " Scottsdale, Arizona 85255 " 480-776-0155 " Fax 480-776-0157

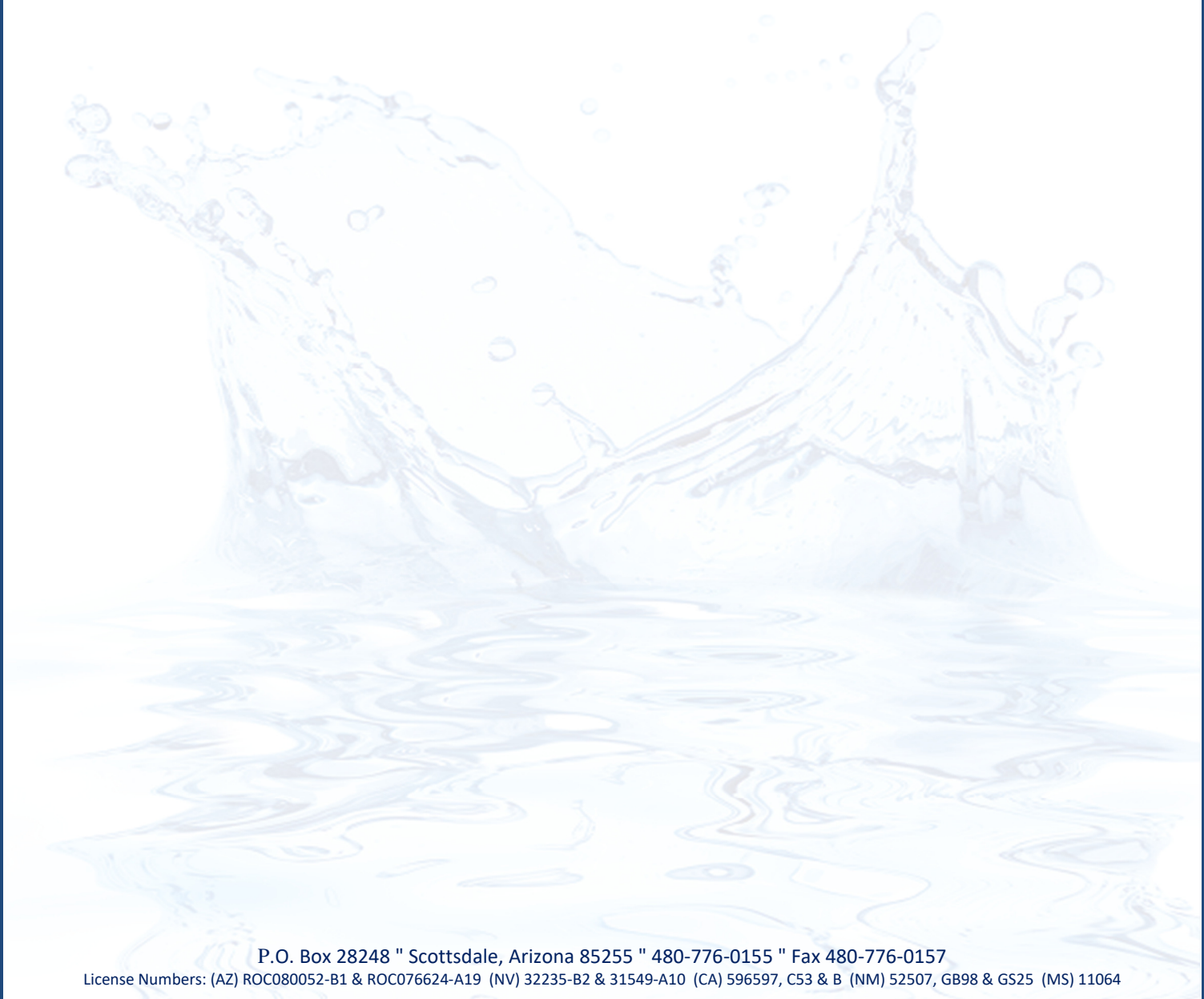
License Numbers: (AZ) ROC080052-B1 & ROC076624-A19 (NV) 32235-B2 & 31549-A10 (CA) 596597, C53 & B (NM) 52507, GB98 & GS25 (MS) 11064

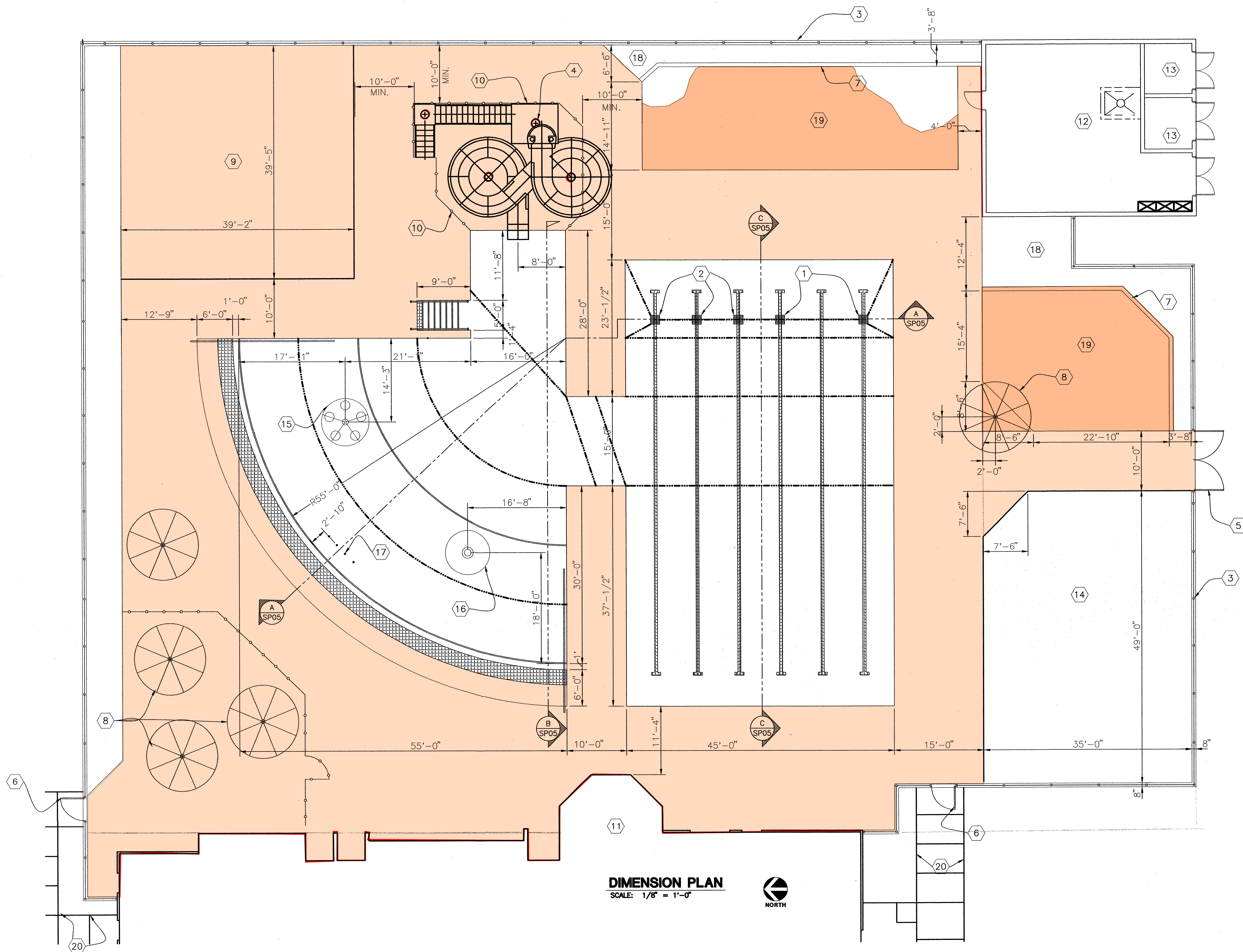
BREAKDOWN:

Labor	\$	13,200.00
Subcontractors	\$	137,200.00
Materials	\$	3,900.00
Other / Misc.	\$	5,300.00
PM, Profit & Overhead	\$	39,800.00
Payment & Performance Bond	\$	3,000.00
Total	\$	202,400.00

ALTERNATES

1. PAYMENT AND PERFORMANCE BOND NOT REQUIRED	DEDUCT	\$	3,000.00
---	---------------	-----------	-----------------





- ## POOL NOTES

- 1 MAIN DRAIN.
- 2 WATER FEATURE SUCTION BOX.
- 3 6' HIGH W.I. (STEEL) PERIMETER FENCE, SEE
ARCHITECT DRAWINGS.
- 4 WATER SLIDE, SEE SHEET SP14
- 5 10'-0" WIDE DOUBLE GATE.
- 6 4' WIDE MANGATE.
- 7 8" WIDE CONC. LANDSCAPE CURB.
- 8 12' DIAMETER FUNBRELLA, ANCHOR BY
CONTRACTOR ONLY, SEE DETAIL 8, SHEET SP07.
- 9 ALTERNATE TURF AREA.
- 10 4' HIGH BARRIER AROUND WATER SLIDE,
SEE DETAIL C, SHEET SP14.
- 11 BATHHOUSE, SEE ARCH PLANS
- 12 EQUIPMENT BUILDING, SEE ARCH PLANS.
- 13 CHEMICAL STORAGE BUILDING.
- 14 ALTERNATE TURF AREA.
- 15 TUMBLE BUCKET WATER FEATURE, SEE DETAIL
6, SHEET SP07.
- 16 RAINDROP WATER FEATURE, SEE DETAIL 7,
SHEET SP07.
- 17 GEYSER WATER FEATURE (4), SEE DETAIL 6,
SHEET SP06.
- 18 LANDSCAPE AREA.
- 19 TURF AREA.
- 20 SIDEWALK, SEE ARCHITECTURAL DRAWINGS.

SEE ARCHITECTURAL DRAWINGS FOR PERIMETER
FENCE DETAILS AND DIMENSIONS.

Versar INC.

PROJECT TITLE:



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 1/13/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Resolution

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2026-1298 ratifying the previously submitted grant application and authorizing acceptance of the Arizona State Parks Off-Highway Vehicle Grant Award for the Chino Valley Regional OHV Staging Area at Old Home Manor.

SUMMARY:

The Town of Chino Valley has applied to the Arizona State Parks Motorized Recreation Trail Program to support the Chino Valley Regional OHV Staging Area at Old Home Manor. This funding will provide the required Engineering and Survey costs needed for future construction of a safe, accessible facility that connects riders to regional trail systems. The site plan will feature a gravel parking area with ADA-compliant parking spaces and sidewalks to an ADA-accessible restroom, and three covered picnic ramadas with picnic tables. A three-panel staging kiosk will provide a large-format OHV route map, interpretive content, and safety information promoting responsible recreation.

The project responds to growing community demand for safe, organized access to a motorized recreational area, and also works to mitigate riders accessing surrounding trails from informal pull-offs that lack facilities and pose safety and environmental concerns.

The Town of Chino Valley has requested \$220,000, and no match is required for this application. This application has been approved by Arizona State Parks & Trails.

Due to application deadlines and program timelines, the grant application was submitted subject to subsequent ratification by the governing body, in our case, Town Council. This is consistent with standard grant administration practices.

This agenda item requests Council approval of Resolution No. 2026-1298 to ratify the previously submitted application, and approval of this resolution is necessary to finalize the grant agreement and move forward with project implementation. The final Grant Agreement will come before you at a later date for approval.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2026-1298.

FISCAL IMPACT?

There is no fiscal impact to the Town associated with this application approval. When finalized, the project will be funded 100% by the Arizona State Parks Motorized Recreation Trail Program grant, with no required local match.

Sufficient budget capacity exists within the Miscellaneous Grant Fund to accept and administer the award.

ATTACHMENTS:

1.	RES 2026-1298 - FY26 AZ State Parks and Trails OHV Grant Application
----	--

RESOLUTION NO. 2026-1298

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO ARIZONA STATE PARKS AND TRAILS FOR AN OFF-HIGHWAY VEHICLE RECREATION FUND GRANT FOR THE DESIGN AND DEVELOPMENT OF THE CHINO VALLEY OHV STAGING AREA AT OLD HOME MANOR; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS TO COMPLETE THE APPLICATION PROCESS; AND AUTHORIZING ACCEPTANCE OF THE GRANT FUNDS.

WHEREAS, Arizona State Parks and Trails (ASPT) administers grant programs that help fund outdoor recreation, educational programs, projects that build recreational motorized and non-motorized trails, trail facilities, and playgrounds; and

WHEREAS, the ASPT Off-Highway Vehicle (OHV) Recreation Fund provides financial assistance for the planning, design, and construction of facilities that enhance public safety and access to OHV recreation; and

WHEREAS, the Town of Chino Valley recognizes the importance of providing safe and accessible recreational opportunities for residents and visitors; and

WHEREAS, the Town applied for grant funding from the OHV Recreation Fund for the design and development of the OHV staging area at Old Home Manor by filing with ASPT an application consistent and compatible with all adopted plans and programs for motorized and non-motorized trails in Arizona.

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 incorporated as if fully set forth herein.

SECTION 2. The Town Manager is (i) authorized to apply for and accept grant funding from the OHV Recreation Fund for the design and development of the OHV staging area at Old Home Manor; (ii) directed to comply with all applicable procedures, guidelines, and requirements established by ASPT as part of the application process and with all applicable state and federal regulations, policies, guidelines, and requirements regarding the application; and (iii) appointed as the Town's agent to conduct all negotiations and execute and submit all documents necessary for the completion of the Chino Valley OHV staging area at Old Home Manor.

SECTION 3. The Mayor, Town Manager, and Town Attorney are authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this resolution.

SECTION 4. All actions of the officers and agents of the Town that conform to the purpose and intent of this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed, and approved.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 13th day of January 2026.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

I hereby certify that the above foregoing Resolution No. 2026-1298 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on January 13th, 2026, and that quorum was present thereat and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk