



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, APRIL 28, 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.

AGENDA

- 1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Administer the Oath of Office to John Stankewicz for an appointment to fill the vacancy on the Town Council with the appointment expiring December 2026.
 - b. Presentation by Central Arizona Fire and Medical Authority (CAFMA) regarding their adoption of the 2024 International Fire Code.
 - c. Annual presentation and update to Town Council from the Chino Valley Equestrian Association.
 - d. Presentation of Proclamation for Economic Development Week.
- 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.

- a. Status reports by Mayor and Council regarding current events.
- b. 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 award FY 2026 On-Call Professional Services contracts.
- b. Consideration and possible action to approve the April 2, 2026, special meeting minutes.
- c. Consideration and possible action to approve the April 13, 2026, study session 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. Public hearing, consideration, and possible action on Ordinance No. 2026-966 (ZC-2026-02) to rezone two parcels totaling approximately 3.06 acres from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation.

Recommended Action: (i) Hold public hearing. (ii) Approve Ordinance No. 2026-966 for a rezone of two parcels totaling approximately 3.06 acres from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation.

- b. Consideration and possible action to approve Resolution Number 2026-1306, authorizing the submission of a grant application to, and acceptance of grant funds from, the Fort McDowell Yavapai Nation Arizona Benefits Fund for the construction of a public safety training facility restroom.

Recommended Action: Approve Resolution Number 2026-1306, authorizing the submission of a grant application to, and acceptance of grant funds from, the Fort McDowell Yavapai Nation Arizona Benefits Fund for the construction of a public safety training facility restroom.

7. ADJOURNMENT

Dated this 21st day of April, 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. Citizens will have access to the meeting room 30 minutes prior to the start time of each 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

2024 International Fire Code Adoption & Local Amendments

Chief Darrell Tirpak
Fire Marshal



- Prescott Valley's growth, tourism, and wildfire exposure demand updated protections.
- Benefits: Enhanced life safety, better alignment with neighboring jurisdictions, potential insurance/ISO advantages

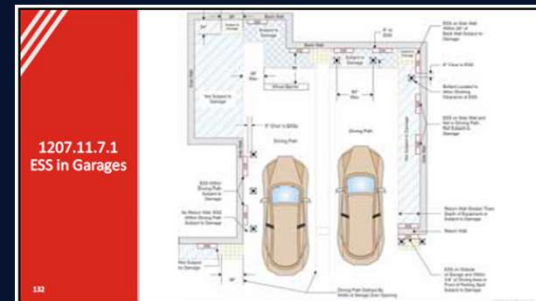
Why Update?

- Updates are critical as the Fire Code is a reactive document, responding to emerging hazards and working towards preventing and minimizing hazards
- Currently adopted code is now 6+years old and new risks have emerged:
 - Electric Vehicles
 - Lithium Batteries
 - 3D Printing
 - CO Hazards
- Alignment with neighboring Jurisdictions
- Enhanced Life Safety



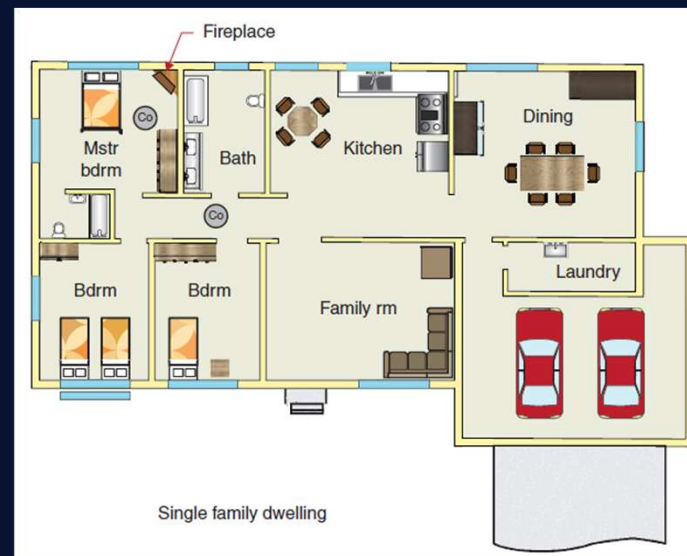
Significant Changes

- Valet trash (could be a process seen in large residential developments such as Legado)
- Indoor vehicle display – Battery disconnect & fuel limitations
- Storage of lithium-ion and lithium metal batteries regulated
 - Amount limitations
 - Fire safety and evacuation plan
 - Could require sprinkler or fire-extinguishing system
- Powered micromobility devices – think rental scooters
 - Charging/storage limitations
- Distilled Spirits – enhanced sprinkler requirements
- Location of energy storage systems (home backup batteries) in residential settings



Cont...

- Carbon monoxide detection requirements
 - Recognizes the major life safety danger that CO presents
 - Requires CO detection in nearly all occupiable buildings where a CO source is present
- Inflatable Amusement Devices
 - Anchoring requirements
 - Permanently affixed labels
- Processing and Plant Cultivation
 - Lighting used to grow indoor plants now regulated
 - CO2 enrichment requirements
 - Flammable extraction ventilation requirements





Locally Adopted Amendments

Significant Changes

- Section 503.1.2 Additional Access and Egress Roads
 - *The fire code official is authorized to require more than one fire apparatus access and egress road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climactic conditions or other factors that could limit access or egress for the purposes of emergency vehicle access and/or emergency egress*
- Section D107.1 One- or two-family dwelling residential developments
 - *Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads*



Locally Adopted Amendments

Significant Changes Cont...

- Section 1103.5.5 Building Addition
 - *A sprinkler system is required throughout the building when any addition increases the total fire area to 5,000 square feet or greater*
 - Removes exception for single family dwelling
 - Any addition to a single-family dwelling that increases the square footage above 5,000 square feet will require retroactive sprinkler installation throughout home



CONTACT ME



Darrell Tirpak
Fire Marshal

Email
dtirpak@cazfire.gov

Mobile
928.848.2781

Website
www.cazfire.gov



THANK YOU





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2c
MEETING DATE: 4/28/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Annual presentation and update to Town Council from the Chino Valley Equestrian Association.

SUMMARY:

Presentation by the Chino Valley Equestrian Association regarding the status of the Chino Valley Equestrian Park located on Town property and their annual report update.

PREVIOUS ACTION:

On June 28, 2022, the Town approved a lease agreement with the Chino Valley Equestrian Association for approximately 78 acres of real property located at Old Home Manor. Section 3 of the Agreement requires the tenant to annually report to the Town Council regarding the previous year's activities, membership, facility use, events, improvements, financial status, and detail the upcoming year including schedules for improvements and events planned, anticipated attendance, and the expected impact on the Town.

The Chino Valley Equestrian Association last presented to the Council on April 08, 2025.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	2025 CVEP Annual Report
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Chino Valley Equestrian Association 2025 Annual Report









AFFILIATES

Ashfork & Prescott 4H Group
EXCA – High Plains Tumblers
Sunset Ranch – Megan Bennett
Sara Chambers Horsemanship
Prescott Saddle Club
Miniature Horse Assoc of AZ
Western Dressage Assoc. of AZ
AZ Carriage & Driving Society
AZ Versatility Ranch Horse Assoc
LASER
Horses with Heart
Kristin Hlavac O'Brien
Chase Bank
Prescott, PV and CV Chambers



Membership

2017 – 144

2018 – 200

2019 – 275

2020 – 177

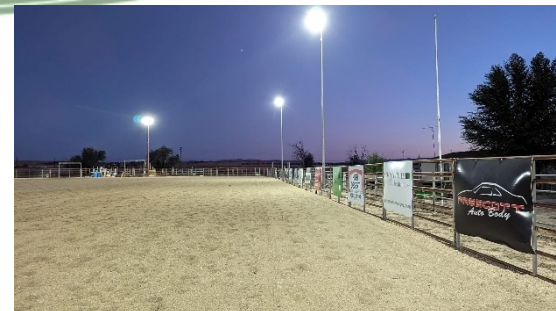
2021 – 288

2022 – 210

2023 – 195

2024 – 198

2025 – 202



VOLUNTEERS :



Volunteer Hours YTD 5429

Pre Audit Numbers



2025 Events and Attendance

Trailer Training for Emergency Loading

4 Sara Chambers Clinics

2 Cowboy Challenge Clinics

2 EXCA Competitions

EXCA State Finals

2 Sunset Ranch Obstacle Challenge

5 All Breed Horse Shows

4 Open Driving Shows



No. of Multi-Day Events: 6

Events w/Overnight Guests: 10



2025 Events and Attendance

Mounted Shooting
2 4H Schooling Shows
Ned Leigh Demonstration
AZVRHA Clinic & Show
NASDA K9 Trials



**Participants and Spectators came from California, Flagstaff, Tucson, Phoenix Metro, Black Canyon City, Camp Verde, Kingman, Williams, Prescott, Prescott Valley, Chino Valley, Paulden, Dewey, New York, Massachusetts, Colorado



2025 Events and Attendance

EVENTS	PARTICIPANTS	SPECTATORS	THIRD PARTY EVENT?
Trailer Training for Emergency Loading	26	10	Yes
Obstacle Clinics/Challenges (2)	45	23	Yes
Cowboy Challenge Clinics (2)	20	15	Yes
EXCA Competitions (2)	30	25	Yes
EXCA State Finals	35	30	Yes
Sara Chambers Clinics (4)	55	35	Yes
All Breed Horse Shows (5)	200	150	No
Driving Shows (4)	55	50	No



2025 Events and Attendance

EVENTS	PARTICIPANTS	SPECTATORS	THIRD PARTY EVENT?
Mounted Shooting	7	2	Yes
4H Schooling Shows (2)	20	33	Yes
Ned Leigh Demonstration	35	20	Yes
AZVRHA Clinic & Show	34	32	Yes
NASDA K9 Trials	30	10	Yes



2025 Arena and Event Sponsors

The following business have made either financial or in-kind donations to CVEP:

True Roofing

Priority Ambulance

American National Ins.

– Kelly Cathcart

Big Chino Ranch

El Charro Norte

Mile Hi Excavation

Drake

Tom's Print and Sign

Manzanita Landscaping/Earthworks

Seyfarth Shaw LLP

Arizona Driving &

Carriage Society

Chino Glass

Elden Gutters LLC

Arizona Highway

Safety Specialists

Charter Materials

A2Z Home Center

LASER





Improvements Completed

Lights between Arenas

Expand Trail Course

Add new obstacles to Obstacle Course

Crows Nest



Community Outreach

4H Club

Horses with Heart

LASER

County Probation

Prescott Saddle Club

Backcountry Horsemen of No. Arizona

Christina Starfish group



2025 Financial Report

Income

Arena Rental \$3,205.00
Clinic Income \$1,335.00
Cowboy Challenge \$415.00
Donations \$20,133.50
Refunds \$57.92
Guest Income \$338.00
Membership Income \$24,258.95
Pen Rental Income \$195.00
Reimbursement \$30.46
RV Rental Income \$125.00
Sara Chambers Classes 728.00
Show Income \$14,623.22
Sponsor Income \$1,800.00

TOTAL: \$67,245.05

****NOTE** – pulled \$5,000 from
Savings

Expenses:

Accounting Services \$750.00	Tools & Maintenance \$268.95
Advertising \$55.18	Tractor \$8,612.76
Annual Report Fee \$10.00	Utilities \$1,958.14
Arena Signage \$664.75	Volunteer Expenses \$323.11
Bank Account \$42.00	Website Services \$2,300.00
Credit Card \$3,951.00	TPT Tax \$5,597.06
Donations \$225.00	
Dues \$410.00	
Equipment \$3,142.34	TOTAL: \$66,932.44
Facilities Maintenance \$18,081.44	
Horse Show Expenses \$10,333.67	
Insurance \$1,929.00	
Interest Expense \$2,413.06	
LASER Pens \$92.50	
Lease \$10.00	
Office Supplies and Printing \$2,575.10	
Refund \$615.00	
Services \$2,572.38	



2026 Events Scheduled (to date)

FFA Livestock Show

NASDA K9 Trials (2)

Earth Dog Trials (1)

All Breed Open Schooling Show (1)

Open Driving Shows (3)

Sunset Ranch Obstacle Challenge (1)

4H Shows (1)

Cowboy Challenge / EXCA Competition (4)

EXCA State Finals

MHAA Show

Western Assoc. of AZ Dressage Shows (1)

HwH Brave Hearts Event

PV Chamber “Alive After 5”



Projected Economic Impact on the Town of Chino Valley

Economic Impact Formula from the American Quarter Horse Association:

(Actual # of horses X 3 people per horse = total people) X (Actual show days X \$75 per diem = total \$ Equals \$ directly into the Town. Then multiply \$ directly into Town by 1.66 (estimated # of times each tourist dollar turns over in the economy) = total economic impact

EVENT	Projected # of horses	Actual Show Days	\$ to Town
Cowboy Challenge / EXCA (2)	25 & 25	2 each	\$11,250.00 x2 = \$22,500.00
Obstacle Challenge (2)	23 & 22	2 each	\$10,350.00 & \$9,900.00 = \$20,250.00
AZVRHA	34	2	\$15,300.00
NASDA K9 Trials	30	2	\$13,500.00
TOTAL			\$71,550.00





2026 PLANNED IMPROVEMENTS

Overnight Parking Area – grade level, add road material, add parking space lines

Wash Rack

Install Covers over the LASER Stalls

New Gates and Auto Entry System

Lights for LASER Stalls and Parking Area

Add new water lines / repair irrigation system

Add more landscaping



2026 CVEP Board of Directors

NAME	POSITION	E-MAIL ADDRESS
Trudy Ruth	President	president@cvequestrianpark.org
Greg Valenti	Vice President	vice-president@cvequestrianpark.org
Lynn Valenti	Secretary	secretary@cvequestrianpark.org
Mary Henry	Treasurer	treasurer@cvequestrianpark.org
Bill Oden	Member at Large	board1@cvequestrianpark.org
April Durnez	Member at Large	fundraising@cvequestrianpark.org
Matt Behl	Member at Large	board2@cvequestrianpark.org
Merilee Mills	Alt. Member at Large	socialmedia@cvequestrianpark.org





CHINO VALLEY
Equestrian Park
A Multi-Use Facility

σεε ψου ατ τηε παρκ!





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2a
MEETING DATE: 04/28/2026
CONTACT PERSON: Maggie Holmberg, Economic Development Manager
ITEM TYPE: Proclamation

AGENDA ITEM TITLE:

Presentation of Proclamation declaring May 4 – 8, 2026 as Economic Development Week.

SUMMARY:

May 4–8, 2026, is Economic Development week. This year’s theme is “100 Years of Impact” in celebration of the International Economic Development Council’s (IEDC) centennial year. For 100 years, IEDC and its members have shaped communities, advanced opportunities, and strengthened local and regional economies around the world. This milestone year offers a powerful opportunity to honor that legacy while looking ahead to the innovation, leadership, and collaboration that will define the next chapters in our profession. This milestone year encourages us to reflect on the past, celebrate today’s strengths and successes, and look forward to possibilities of the next 100 years of economic development. In Chino Valley, where we value our rural lifestyle and look to sustain our way of life, services and amenities, thoughtful economic development is key to a thriving future. We appreciate this council recognizing the importance of their role in supporting and pursuing economic development opportunities in our community.

ATTACHMENTS:

1.	Economic Development Week 2026
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PROCLAMATION

International Economic Development Council – May 4 – 8, 2026

Whereas, more than 100,000 economic development and related professionals worldwide are committed to creating, retaining, and expanding top-tier opportunities that foster long-term, equitable community growth; and

Whereas, for generations, the economic development profession has cultivated thriving neighborhoods, championed sustainability and resiliency, strengthened economic prosperity, enhanced quality of life, and built robust tax bases; and

Whereas, economic development professionals operate across diverse environments, including rural, suburban, and urban communities; local, state, provincial, and national governments; public-private partnerships; chambers of commerce; institutions of higher education; and similar organizations and associations; and

Whereas, economic development professionals serve as stewards of progress, connecting residents, business leaders, elected officials, industry executives, and educational institutions to advance job creation, community investment, infrastructure improvements, and long-term opportunity; and

Whereas, economic developers contribute to the continued strength and vitality of the Town of Chino Valley within the State of Arizona of the United States, building on past achievements while shaping a resilient and prosperous future; and

Whereas, since 1926, the International Economic Development Council and its preceding organizations have advanced the profession globally, making 100 years of leadership dedicated to fostering growth, innovation, inclusion, sustainability, and resilience in communities of all sizes;

*Now, Therefore, I, Tom Armstrong, Mayor of the Town of Chino Valley, do hereby proclaim May 4 – 8, 2026 as **ECONOMIC DEVELOPMENT WEEK** and celebrate 100 years of impact – reflecting on the progress achieved, honoring the professionals who strengthen our communities today, and inspiring the next century of economic opportunity and growth.*

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 28th day of April 2026.



Tom Armstrong, Mayor

ATTEST: Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 4/28/2026
CONTACT PERSON: Steven Sullivan, Assistant Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to award FY 2026 On-Call Professional Services contracts.

SUMMARY:

The Town's Engineering Division issued a Request for Qualifications (RFQ) on November 18, 2025, seeking Statements of Qualification (SOQ) from qualified, licensed vendors interested in providing professional services for the designated areas in the following categories:

1. Civil Engineering
2. Geotechnical Engineering
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis.

On December 30, 2025, the Town received 25 submittals from interested firms as follows:

Bureau Veritas	Civil, SCADA, Architecture
Canfield Engineering & Integration, LLC	SCADA
Carollo Engineers, Inc.	Civil, SCADA
Civil Design & Engineering, Inc.	Civil, SCADA
Certerra, Southwest, LLC	Geotech
Civiltec Engineering Inc.	Civil, SCADA

Custom Automation, Inc.	SCADA
Engineering & Testing Consultants Inc.	Geotech
GH2 Architects, LLC	Architecture
Harrington Planning + Design	Landscape
HR Green, Inc.	Civil
Kimley-Horn and Associates, Inc.	Civil, Landscape
Kittleson & Associates	Civil
LAST Architects, LLC	Architecture
Line & Space, LLC	Architecture
Lyon Engineering & Surveying, Inc.	Civil
Material Testing & Inspections, LLC	Geotech
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Geotech
Pacific Advanced Civil Engineering, Inc.	Civil, SCADA
Paradigm Design, PC	Civil
RICK Engineering Company	Civil
Sketch Landscape Architecture Studio, LLC	Landscape
Sustainability Engineering Group, LLC	Civil
Valentine Environmental Engineers, LLC	Civil
Wood, Patel & Associates, Inc.	Civil

A selection committee comprised of Town staff reviewed and scored the SOQs. On March 26, 2026, the selection committee convened and are recommending the following awards:

Civil Engineering

Kittleson & Associates
Lyon Engineering & Surveying, Inc.
Pacific Advanced Civil Engineering, Inc.

Geotechnical Engineering

Certerra, Southwest, LLC
Engineering & Testing Consultants Inc.
Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Electrical & SCADA Programming

Civiltec Engineering Inc.
Custom Automation, Inc.
Pacific Advanced Civil Engineering, Inc.

Architecture

GH2 Architects, LLC
LAST Architects, LLC
Line & Space, LLC

Landscape Architecture

Harrington Planning + Design
Kimley-Horn and Associates, Inc.
Sketch Landscape Architecture Studio, LLC

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Award FY 2026 On-Call Professional Services contracts.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	SOQs Received
2.	SOQ Scoring
3.	SOQ Averages
4.	Kittleson - AGR and Exhibit B
5.	Kittleson - Exhibit A - SOQ
6.	Kittleson - Exhibit C - Fee Proposal
7.	Lyon Engineering - AGR and Exhibit B
8.	Lyon Engineering - Exhibit A - SOQ
9.	Lyon Engineering - Exhibit C - Fee Proposal
10.	PACE - AGR and Exhibit B
11.	PACE - Exhibit A - SOQ
12.	PACE - Exhibit C - Fee Proposal

13.	Certerra - AGR and Exhibit B
14.	Certerra - Exhibit A - SOQ
15.	Certerra - Exhibit C - Fee Proposals
16.	Engineering & Testing Consultants - AGR and Exhibit B
17.	Engineering & Testing Consultants - Exhibit A - SOQ
18.	Engineering & Testing Consultants - Exhibit C - Fee Proposal
19.	Ninyo & Moore - AGR and Exhibit B
20.	Ninyo & Moore - Exhibit A - SOQ
21.	Ninyo & Moore - Exhibit C - Fee Proposal
22.	Civiltec - AGR and Exhibit B
23.	Civiltec - Exhibit A - SOQ
24.	Civiltec - Exhibit C - Fee Proposal
25.	Custom Automation - AGR and Exhibit B
26.	Custom Automation - Exhibit A - SOQ
27.	Custom Automation - Exhibit C - Fee Proposal
28.	GH2 Architects - AGR and Exhibit B
29.	GH2 Architects - Exhibit A - SOQ
30.	GH2 Architects - Exhibit C - Fee Proposal
31.	LAST Architects - AGR and Exhibit B
32.	LAST Architects - Exhibit A - SOQ
33.	LAST Architects - Exhibit C - Fee Proposal
34.	Chino Valley SOQ-Line and Space
35.	Town of Chino Valley - FY 2026 Hourly Rates - Line and Space
36.	Chino Valley On-Call 25 - HPD - FINAL_12.24
37.	HPD - Billing Rate Letter - Chino Valley - 2026
38.	Kimley-Horn Landscape Architecture SOQ Chino Valley On-Call
39.	Public-Standard Rate Schedule -Chino Valley
40.	2- statement of qualifications- sketch landscape architecture studio- FY 2026
41.	Sketch- Schedule of Fees
42.	Line & Space - AGR and Exhibit B
43.	Sketch - AGR and Exhibit B
44.	Harrinton - AGR and Exhibit B
45.	Kimley-Horn - AGR and Exhibit B

2025-0022 FY26 On-Call Professional Services

SOQ's Received 12/30/25 (Alphabetical Order)

#	Consultant	Categories				
		Civil Eng	Geotech Eng	Electrical & SCADA	Architecture	Landscape Architecture
1	Bureau Veritas	X		X	X	
2	Canfield Engineering			X		
3	Carollo	X		X		
4	CD&E	X		X		
5	Certerra		X			
6	Civiltec	X		X		
7	Custom Automation			X		
8	ETC		X			
9	GH2				X	
10	Harrington Planning & Design					X
11	HRGreen	X				
12	Kimley-Horn	X				X
13	Kittleson & Associates	X				
14	LAST Architects				X	
15	Line & Space				X	
16	Lyon Engineering	X				
17	MTI		X			
18	Ninyo & Moore		X			
19	PACE	X		X		
20	Paradigm Design	X				
21	RICK Engineering	X				
22	Sketch					X
23	Sustainability Engineering Group	X				
24	Valentine Environmental Engineers	X				
25	Wood Patel	X				

RFQ - FY 2026 On-Call Professional Services
SOQ Scoring

Milestones	RFQ Release	11/18/25
	Final Date of Inquiries	12/12/25
	SOQs Due	12/30/25
	Selection Committee SOQ Scoring	3/26/26
	Anticipated Council Award	4/28/26

1. Civil Engineering

Reviewer #	Bureau Veritas	Carollo	CD&E	Civiltec	HR Green	Kimley-Horn	Kittleson	Lyon	PACE	Paradigm	Rick	Sustainability	Valentine	Wood Patel
1	53	77	63	85	79	95	94	95	95	73	68	84	68	79
2	89	96	95	95	95	95	90	95	100	89	95	95	85	95
3	80	75	77	85	86	92	93	92	95	84	86	86	87	90
5	75	95	90	95	95	87	95	95	95	89	90	90	90	92
6	74	53	85	84	85	85	90	85	78	63	88	78	74	64
Total	371	396	410	444	440	454	462	462	463	398	427	433	404	420
Avg	74.2	79.2	82.0	88.8	88.0	90.8	92.4	92.4	92.6	79.6	85.4	86.6	80.8	84.0

2. Geotechnical Engineering

Reviewer #	Certerra	ETC	MTI	Ninyo & Moore
1	79	95	79	95
2	100	94	94	100
3	90	92	88	94
5	98	94	95	98
6	80	84	68	85
Total	447	459	424	472
Avg	89.4	91.8	84.8	94.4

3. Electrical & SCADA Programming

Reviewer #	Bureau Veritas	Canfield	Carollo	CD&E	Civiltec	Custom Automation	PACE
1	63	52	69	63	84	95	95
2	89	94	96	95	95	100	100
3	75	90	85	80	90	90	94
5	75	90	98	85	92	95	95
6	77	90	53	79	79	85	84
Total	379	416	401	402	440	465	468
Avg	75.8	83.2	80.2	80.4	88.0	93.0	93.6

4. Architecture

Reviewer #	Bureau Veritas	GH2	LAST	Line & Space
1	53	85	74	84
3	80	84	82	82
4	85	85	90	97
5	75	95	90	95
6	68	79	88	68
Total	361	428	424	426
Avg	72.2	85.6	84.8	85.2

5. Landscape Architecture

Reviewer #	Harrington	Kimley-Horn	Sketch
1	79	68	89
3	87	85	92
4	80	80	100
5	95	82	98
6	79	90	75
Total	420	405	454
Avg	84.0	81.0	90.8

RFQ - FY 2026 On-Call Professional Services
SOQ Averages

Scoring Criteria	#1	General Information	5 pts
	#2	Experience and Qualifications of the Vendor	40 pts
	#3	Staff Experience, Capabilities, and Assignments	25 pts
	#4	Project Understanding and Approach	30 pts
	Total		100 pts

1. Civil Engineering

Scoring Criteria	Bureau Veritas	Carollo	CD&E	Civiltec	HR Green	Kimley-Horn	Kittleson	Lyon	PACE	Paradigm	Rick	Sustainability	Valentine	Wood Patel
#1	4.2	4.4	4.4	4.6	4.8	4.4	4.8	5	4.6	3.6	4	4.2	4.4	4.6
#2	29	30	31	34.8	34.2	35.6	36.2	35.6	35.6	31.8	31.8	33.8	31.2	31.8
#3	20	21.6	21	22.4	22.6	22.6	23.8	23.6	23.8	21.4	22.4	22.4	21.4	21.4
#4	21	23.2	25.6	27	26.4	28.2	27.6	28.2	28.6	22.8	27.2	26.2	23.8	26.2
Avg	74.2	79.2	82.0	88.8	88.0	90.8	92.4	92.4	92.6	79.6	85.4	86.6	80.8	84.0

2. Geotechnical Engineering

Scoring Criteria	Certerra	ETC	MTI	Ninyo & Moore
#1	4.8	4.4	4.2	5
#2	34.6	35.6	33	37.2
#3	23	23.6	21.4	23.6
#4	27	28.2	26.2	28.6
Avg	89.4	91.8	84.8	94.4

3. Electrical & SCADA Programming

Scoring Criteria	Bureau Veritas	Canfield	Carollo	CD&E	Civiltec	Custom Automation	PACE
#1	3.8	4.2	4.4	4.4	4.6	5	4.8
#2	31	32	31.6	32	34.6	36.4	36.6
#3	20	22	21	20	21.8	23.6	23.6
#4	21	25	23.2	24	27	28	28.6
Avg	75.8	83.2	80.2	80.4	88.0	93.0	93.6

4. Architecture

Scoring Criteria	Bureau Veritas	GH2	LAST	Line & Space
#1	4.2	4.8	4.2	4.4
#2	28	34	34.6	33.4
#3	18	22.4	21	22.6
#4	22	24.4	25	24.8
Avg	72.2	85.6	84.8	85.2

5. Landscape Architecture

Scoring Criteria	Harrington	Kimley-Horn	Sketch
#1	4.4	4	4.8
#2	31.6	32.2	36
#3	21.8	20.4	22.8
#4	26.2	24.4	27.2
Avg	84.0	81.0	90.8

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KITTLESON & ASSOCIATES**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Kittleson & Associates, Inc., an Oregon corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for civil engineering services as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager

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

If to Consultant: Kittelson & Associates, Inc.
101 N 1st Ave #1950
Phoenix, Arizona 85003
Attn: Vamshi Yellisetty

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

KITTLESON & ASSOCIATES, INC.,
an Oregon corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KITTLESON & ASSOCIATES

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KITTLESON & ASSOCIATES

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KITTLESON & ASSOCIATES

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KITTLESON & ASSOCIATES

[Work Authorizations]

See following page(s) (to be attached after execution).

Kittelson & Associates, Inc.
101 N 1st Avenue, Suite 1950
Phoenix, AZ 85003

December 30, 2025

Town of Chino Valley
Town Clerk
202 North State Route 89
Chino Valley, Arizona 86323

RE: Kittelson & Associates Response to RFQ - FY 2026 On-Call Professional Services

Dear Selection Committee,

Kittelson & Associates, Inc. is pleased to submit our Statement of Qualifications in response to Town of Chino Valley's FY 2026 On-Call Professional Services solicitation. We assembled a powerhouse group of firms with deep Arizona experience, a proven record of on-call delivery, and the technical depth to support any assignment the Town brings forward. Our team is built with a focus on delivering results - responsive, communicative, and equipped to hit the ground running on day one. With our team, you can count on:

- ▶ **Technical Expertise, Reliable Response:** *Felipe Ladrón de Guevara, PE*, leads a skilled team known for rapid mobilization, clear direction, and on-schedule delivery. *Vamshi Yellisetty*, with 25 years of local and regional transportation planning experience, will serve as project principal, offering deep insight into the Town's transportation needs.
- ▶ **Seamless Coordination:** We prioritize transparency - providing consistent updates, proactive issue-spotting, and smooth coordination with City staff, utilities, and partnering agencies.
- ▶ **Constructible, Cost-Effective Designs:** We focus on practicality, reducing change orders, minimizing surprises, and streamlining utility and right-of-way processes to deliver cost-effective bid-ready packages.
- ▶ **Proven Multidisciplinary Depth:** From concept to construction, our expert team covers every aspect — planning, design, drainage, water, traffic, lighting, structural, environmental, civil, ROW, landscape architecture, and construction management.
- ▶ **A Proven On-Call Formula:** Across Arizona, we consistently deliver high-quality work on aggressive timelines by anticipating needs early and staying closely aligned with agency priorities.

We appreciate the opportunity to support the Town of Chino Valley and look forward to partnering on projects that enhance mobility, safety, and community quality of life.



Vamshi Yellisetty, AICP, PTP
Project Principal
602-541-4358 | vyellisetty@kittelson.com

A TEAM FOCUSED ON RESULTS

READY TO DELIVER FOR THE TOWN OF CHINO VALLEY

We assembled a focused, Arizona-proven team built to cover each selected RFQ discipline with no gaps, no ramp-up, and the depth to deliver fast, accurate, construction-ready work.



Planning, Roadway Design, Traffic,
Lighting, Signing/Marking, Site Civil,
PS&E, Pre/Post-Design



Roadway Design, Drainage, Hydrology
/ Hydraulics, Environmental, Water/
Wastewater, Bridges, Traffic/Lighting
Support



Surveying, Mapping, Right-of-Way

Proposed Disciplines

Civil Engineering

- Water / Wastewater / Storm Drain
- Transportation / Traffic
- Cost Estimates
- Land Survey
- Plan Review

Kittelson & Associates acknowledges
receipt of addendum # 1 issued on
December 16, 2025.

GENERAL INFORMATION



ABOUT KITTELSON & ASSOCIATES, INC.

Kittelison & Associates, Inc. (Kittelison), and S Corporation, has been providing comprehensive transportation engineering, planning, design, and research services to government and private organizations since 1985. Over the last 40 years in business, Kittelison has established Arizona offices in Phoenix and Tucson and 31 other offices nationwide and grown to a firmwide staff of over 425. Our skilled professionals and national experts produce progressive research, technological innovation, and industry-leading planning and engineering.

The Kittelison team brings a unique balance of staff that marries national experience in best practices and local knowledge and experience to support the Town of Chino Valley. We are also a national leader in transportation engineering and planning research and authored many of the guides that lead the industry, such as the Highway Capacity Manual (HCM) 6th Edition (and prior 2010 Edition), the Highway Safety Manual (HSM), the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, and guidebooks on topics such as roundabouts, signal performance measures, bike/ped safety at alternative intersections, performance-based practical design, simulation, and integrated modeling approaches, to name a few.

Our staff's in-depth expertise allows us to thrive in solving complex rural and urban transportation problems. In addition to routinely conducting transportation engineering and planning studies for municipal clients, our team is currently involved in cutting-edge work in Autonomous Vehicles (AV) pilot projects, Intelligent Traffic Systems (ITS), big data analytics, and innovations in real-time management of on-street parking. We use this expertise to support agencies across the country in implementing projects such as complete streets, road diets, bike/ped, and transit planning projects.

Our team has a strong history of delivering PS&E packages, planning documents, and on-call assignments on or ahead of schedule for agencies such as the City of Tucson, MAG, ADOT, the City of Phoenix, and the Town of Gilbert.

SOQ Contact

Felipe Ladrón de Guevara

Contract Manager
101 N 1st Avenue, Suite 1950
Phoenix, AZ 85003
520-382-4713 | fladron@kittelison.com

Principal Office

101 N 1st Avenue, Suite 1950
Phoenix, AZ 85003

Local Work Office

101 N 1st Avenue, Suite 1950
Phoenix, AZ 85003

Identify any contract or subcontract held by a Vendor or officers of the Vendor that has been terminated within the last five years.

None.

Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years.

None.

EXPERIENCE AND QUALIFICATIONS OF THE VENDOR

Proposed Disciplines - Civil Engineering

- Water / Wastewater / Storm Drain
- Cost Estimates
- Plan Review
- Transportation / Traffic
- Land Survey

A PROVEN ON-CALL DELIVERY MODEL

Successful on-calls demand more than technical expertise - they require a management approach that is organized, responsive, and built around the client's needs. At Kittelson, we bring a proven system that delivers clarity, accountability, and no surprises across every task. Our leadership model pairs a seasoned Contract Manager, **Felipe Ladrón de Guevara**, with a dedicated Principal, **Vamshi Yellisetty**, giving Chino Valley high-level oversight and hands-on responsiveness. With realistic schedules, disciplined cost controls, and a culture of quality, we ensure projects move forward seamlessly on time and within budget.

Organized and Responsive. Kittelson's management approach emphasizes responsiveness, efficiency, and collaboration - ensuring every task order under the Town's on-call contract is delivered with precision, accountability, and value. Our structure enables rapid response and clear communication from day one. Upon receiving a task, our Contract Manager, Felipe will:

Project Management Plan. Each task begins with a Project Management Plan (PMP) tailored to its scope and complexity. The PMP sets procedures for communication, risk management, and issue resolution. It is referenced at Project Management Team (PMT) and Consultant Team meetings, tracked through monthly progress reports, and updated in a shared PMP Monitoring Table. This ensures Chino Valley has real-time visibility into progress, risks, and next steps.

Task Leads. Kittelson has identified leads for each subcategory who are local or national experts in the related field and have significant experience in project management and leading teams. They would be responsible for the execution of associated task orders, including coordination with relevant subconsultants and Kittelson staff.

Streamlined Contracting. On-call contracts are only effective if they move fast. With subconsultants pre-engaged, contracted, and ready to mobilize, we eliminate startup delays so Chino Valley can access expertise immediately. This means:



Immediate Access - Specialists are already under contract.



Faster Kickoff - Task orders launch within days, not weeks.



Less Burden - We handle the details so Town staff can focus on outcomes.

This proven system has been used successfully across Arizona and beyond, allowing rapid mobilization and consistent results. **Table 1 highlights representative on-call contracts delivered using this approach.**

Continuous Coordination and Accountability. To maintain alignment with Town goals, our Principal-in-Charge conducts periodic check-ins with Town staff to confirm progress, address concerns, and ensure each assignment supports the Town's broader transportation and infrastructure priorities. Transparent documentation of meetings, decisions, and approvals ensures the Town can monitor performance at every step.

By implementing these steps, we can establish a clear and well thought out work plan tailored to the project, closely monitor progress, and make calculated adjustments which lead to a successful completion.

REPRESENTATIVE ON-CALL EXPERIENCE AND LESSONS LEARNED

One of our team's greatest strengths is our long history of working together on projects across the country - helping us know each other's specialties, pull from each other's strengths, and effectively communicate across firms. The following on-calls demonstrate our breadth of knowledge and experience that will be applied to your on-call tasks. In these examples, we employed collaborative and consensus-based decision-making techniques similar to what will be required on this On-Call.

Table 1: On-Call Experience

KAI = Kittelson & Associates
AE = AECOM

	Project Team	Roadway Design and PS&E	Traffic Eng./ Operations/Design	Multimodal Planning and Design	Cost Estimating	ROW/Utility/Survey	Environmental Analysis	Staff Augmentation & Training	Program Management	Safety Planning/Design	Subarea / Corridor Planning	Data Analysis & Modeling	Community Engagement	Grant Development
Relevant On-Call Experience														
Phoenix Engineering On-Call	KAI, AE	•	•	•	•	•				•	•	•	•	•
Yavapai County Engineering On-Call	KAI	•	•	•	•	•	•				•	•	•	
Central Yavapai MPO On-Call	KAI	•	•	•	•		•			•	•	•	•	•
Tucson Engineering On-Call	KAI	•	•		•		•			•		•	•	
San Antonio Transportation On-Call	KAI	•	•	•	•	•		•		•	•	•	•	•
Gilbert Engineering On-Call	KAI	•	•	•	•	•	•			•	•	•	•	
Maricopa DOT Planning On-Call	KAI	•	•	•	•		•			•	•	•	•	
MAG Transportation/Safety/ITS/Active Transportation On-Calls	KAI	•	•	•	•					•	•	•	•	•
ADOT Transportation Planning On-Call	KAI, AE	•	•	•	•		•			•	•	•	•	•
Phoenix Transportation 2050 Program Management Consultant	AE	•	•	•	•	•	•	•	•	•	•	•	•	•
MAG Risk Management Program	AE								•					
ADOT P3 Program Management	AE							•						
Phoenix General Services On-Call	AE	•	•	•	•	•	•			•	•	•	•	
Portland, OR Street Design On-Call	KAI	•	•	•	•	•	•			•	•	•	•	•
Raleigh Engineering and Planning On-Call	KAI	•	•	•	•		•			•	•	•	•	•
Oregon DOT Statewide Full Service On-Call	KAI	•	•	•	•	•	•	•		•	•	•	•	•
Orlando Transportation Services On-Call	KAI	•	•	•	•		•	•		•	•	•	•	•
Boston Traffic and Safety Design On-Call	KAI	•	•	•	•	•	•			•	•	•	•	•
MassDOT Complete Streets On-Call	KAI	•	•	•	•		•			•	•	•	•	•
FDOT Transportation General Planning On-Call	KAI	•	•	•	•	•	•			•	•	•	•	•

LESSONS LEARNED - MANAGING COMPLEXITY WITHOUT SURPRISES

YAVAPAI COUNTY ENGINEERING ON-CALL - CORNVILLE ROAD / TISSAW RD ROUNDABOUT DESIGN

Under Yavapai County's Engineering On-Call contract, the County tasked Kittelson with completing the **final design for the Cornville Road / Tissaw Road Roundabout**. The project was originally programmed using **local funding** and advanced accordingly, including coordination with a private developer to address right-of-way acquisition needs. By the time the project reached approximately 90 percent design, Yavapai County was awarded Congressional Designated Spending (CDS) funding, triggering the need to meet **federal and ADOT requirements** that were not originally anticipated.

As a result, project management responsibility was transferred to ADOT, requiring a rapid pivot in approach, standards, and review processes. Our team was prepared for this transition. We quickly coordinated with ADOT staff, confirmed applicable federal design, environmental, and documentation requirements, and updated the design to ensure full compliance. This included addressing environmental considerations, revising plans to meet ADOT standards, and responding efficiently to review comments without disrupting project momentum.

Kittelson advanced the project through final PS&E, including preparation of detailed cost estimates and bid documents, while maintaining close coordination with all parties. The accuracy of our cost estimating was validated during procurement - **contractor bids aligned closely with our estimate and fell squarely within the middle of the bid range**, demonstrating reliable, market-based quantities and pricing.

This effort underscores the importance of an on-call partner that can **adapt quickly to changing funding, oversight, and regulatory conditions**, while preserving schedule, quality, and cost certainty.

*Lessons Learned -
Adapting Seamlessly to
Changing Funding and
Delivery Requirements*

MAG TRANSPORTATION PLANNING ON-CALL - RAILROAD CROSSING ELIMINATION (RCE) AND CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT APPLICATIONS

Under the MAG Transportation Planning On-Call, our team was tasked with developing two major federal grant applications - the Railroad Crossing Elimination (RCE) and Consolidated Rail Infrastructure and Safety Improvements (CRISI) grants—for the **Grand Avenue / Indian School Road / 43rd Avenue Grade Separation Improvements**. Both grant opportunities were advertised under nearly identical and highly compressed submittal timelines, leaving little margin for error.

MAG relied on our team to mobilize immediately, structure the work effort, and manage a complex web of stakeholders and technical inputs. We assembled a focused team drawing from national Kittelson resources and specialized subconsultant expertise, allowing us to scale quickly while maintaining technical rigor. Coordination was required across multiple agencies - including MAG, the City of Phoenix, and ADOT, to confirm project details, refine cost estimates, validate assumptions, and ensure consistency across both applications.

Despite the accelerated schedule, the team maintained a high level of accuracy, internal quality control, and alignment across narratives, technical exhibits, schedules, and cost information. Clear roles, frequent check-ins, and disciplined version control were critical to keeping the effort on track and avoiding rework.

The result was the successful submittal of **two compelling, coordinated grant applications**, ultimately securing **\$143.5 million in federal funding** - the **largest transportation grant ever awarded in Arizona**. This effort reinforced the value of a proven on-call delivery system built around rapid mobilization, seamless coordination, and dependable execution under pressure.

*Lessons Learned -
Delivering Under
Extreme Schedule
and Coordination
Constraints Requires
a Committed and
Capable Team*

PROJECT EXPERIENCE AND REFERENCES

TOWN OF GILBERT | VAL VISTA DRIVE AND MERCY ROAD INTERSECTION

Kittelson prepared final design plans to expand intersection capacity by adding dual left-turn lanes and an additional right-turn lane. Work included updated signal design, new ADA-compliant ramps, roadway widening and grading, drainage adjustments, signing and striping revisions, and utility coordination. The team participated in public outreach and delivered a complete PS&E package.

The Town completed construction of the intersection based on our final design with minimal RFIs from the contractor - reflecting the accuracy of our designs.

Client Name and Contact

Steve Kenna
Town of Gilbert
50 E. Civic Center Drive
Gilbert, AZ 85296
480.549.0853
Stephen.Kenna@GilbertAZ.gov

Contract Start: June 2022
Contract Expiration: May 2025

YAVAPAI COUNTY | PIONEER PARKWAY ROUNDABOUT

Kittelson delivered full PS&E for a new multilane roundabout, geometric design, ADA enhancements, and upgraded signing and striping. The project included drainage improvements (box culvert extension and storm drain upgrades), street lighting design, and roadway grading. Completed PS&E submittals were produced on an accelerated eight-month schedule with coordinated post-design support.



Our estimate landed within 2% of the average contractor bids and fell squarely in the middle of the range — demonstrating accurate, market-based cost estimating.

Client Name and Contact

Roger McCormick
Yavapai County
1128 Commerce Dr
Prescott, AZ 86305
928.771.3183
roger.mccormick@yavapaiAZ.gov

Contract Initiation: May 2021
Contract Expiration: April 2023

YAVAPAI COUNTY | CORNVILLE ROAD ROUNDABOUT DESIGN

Kittelson prepared the conceptual, 60%, 90%, and final design plans for the corridor's first multilane roundabout, including traffic operations analysis, roadway geometrics, drainage design, utility coordination, and signing and striping. The team completed project management tasks, coordinated reviews with County staff, and delivered the full construction document package. Kittelson is continuing to provide post-design engineering services to support the County through construction.

Client Name and Contact

Roger McCormick
Yavapai County
1128 Commerce Dr
Prescott, AZ 86305
928.771.3183
roger.mccormick@yavapaiAZ.gov

Task Initiation: May 2023
Task Completion: October 2025

Our cost estimate was in line with contractor bids and fell squarely in the middle of the range — demonstrating accurate cost estimating.

CITY OF TUCSON | BLACKLIDGE BICYCLE BOULEVARD

Kittelson developed conceptual and final design plans for a 5-mile bicycle boulevard, incorporating five BikeHAWK signals, traffic calming features (circles, chicanes, islands, speed humps), wayfinding, and enhanced pedestrian/bike crossings. The project included Tucson's first full drainage analysis for a bicycle corridor, geotechnical investigations to support GSI elements, and landscape/water harvesting design in flood-prone locations. The team delivered full PS&E, signing/stripping plans, and multimodal design.

Client Name and Contact

Arturo Ledesma
City of Tucson
255 W. Alameda St.
Tucson, AZ 85701
520.268.6138
arturoledesma@tucsonaz.gov

Contract Initiation: August 2021
Contract Expiration: June 2024

ONGOING AND OTHER RELEVANT EXPERIENCE

Table 2: Project Experience Matrix

	Survey	Geotech	Hydrological	Roadway Design	Bridge	Traffic	Electrical and Mechanical	Water/Wastewater	Street Lighting	Landscape	Signing	Environmental	ROW	Pre-Bid & Post-Design	Construction Management	Site Civil Design
Pioneer Parkway Roundabout	●	●	●	●		●			●		●	●	●	●		
Cornville Road Roundabout	●	●	●	●		●			●		●	●	●	●		
19th Ave Signal Modernization	●					●			●		●		●			
Blacklidge Bicycle Boulevard	●	●	●	●		●			●	●	●	●	●	●		
Tangerine 2B Corridor Improvements	●	●	●	●	●	●			●	●	●		●	●		
1st Avenue Design Concept Report						●										
Val Vista & Mercy Rd Intersection Design	●			●		●			●		●			●		
Mosaic Quarter Development	●		●	●	●	●	●		●	●	●		●	●		●
22nd Street, Kino Pkwy to Tucson Blvd	●	●	●	●	●	●		●	●		●	●		●		
Ralston Rd at Vekol Wash Drainage Improvements	●	●	●	●	●			●			●	●	●	●		
Planning and Design of Sidewalk Package - ARPA Funded	●	●	●	●							●		●			
US 95, Imperial Dam Rd and Aberdeen Rd Intersections	●	●	●	●	●	●					●	●		●		
Desert Dunes Water Reclamation Facility Expansion, Phase 2								●							●	
Cesar Chavez Blvd - US 95 to SR 195													●			
Agua Viva 911 Dispatch Center TI							●	●								
East Mesa Community Park										●						
I-10 - Ina Road TI to Ruthrauff Road TI		●												●		

TOWN OF MARANA | TANGERINE 2B CORRIDOR IMPROVEMENTS

As a subconsultant, **Kittelson** is developing final roadway plans for a 1.3-mile segment of Tangerine Road between Tangerine Business Park to Dove Mountain Boulevard. This work includes full roadway reconstruction (4-lane divided with raised median and bike lanes), roadside channels, cross drainage, storm drainage, multiuse paths, lighting, signing, and pavement markings. The project also includes coordination with utility agencies and preparation of final PS&E.

CITY OF TUCSON | 1ST AVENUE DESIGN CONCEPT REPORT (DCR)



Kittelson is leading the traffic engineering and multimodal analyses for the 1st Avenue Design Concept Report (DCR) between River Road and Grant Road. Work includes traffic operations modeling, multimodal level-of-service evaluation, safety assessment, and concept-level roadway and intersection design for pedestrians, bicyclists, transit, and vehicles. The corridor's constrained right-of-way, high transit activity, network gaps, and safety concerns are being addressed through scenario development, operational modeling, and complete streets design. Our recommendations will guide the City in selecting feasible geometric alternatives, prioritizing drainage and accessibility improvements, and advancing the project toward preliminary design.

CYMPO | SR 69 URBANIZED CORRIDOR MASTER PLAN

Kittelson led the SR 69 Urbanized Corridor Master Plan to evaluate capacity, safety, and operational improvements needed to address increasing regional travel demands. The effort included a comprehensive corridor performance assessment using traditional analysis and big data to understand travel patterns, multimodal usage, freight activity, and operational constraints; a robust safety evaluation to identify design limitations and high-crash locations; and the development and evaluation of alternative scenarios reflecting planned development and programmed transportation improvements. The plan concluded with a preferred alternative, implementation strategy defining phased improvements, sequencing, and 15 percent design plans for priority near-term projects, with **successful consensus achieved among all relevant stakeholders and formal support from the CYMPO Executive Board.**

CYMPO | 2050 REGIONAL TRANSPORTATION PLAN

Kittelson served as a key member of the team that developed CYMPO's 2050 Regional Transportation Plan, which reprioritized transportation investments using a performance-based framework. Kittelson developed a standalone CYMPO travel demand model, including updates to socioeconomic data and the roadway network, and completed model validation and calibration against observed traffic counts. The model was used to evaluate improvement scenarios and support selection of the preferred RTP investment program. Kittelson also updated the comprehensive regional active transportation inventory, analyzed existing multimodal conditions, and prepared a three-phase improvement strategy to enhance mobility and access across all modes. The team coordinated closely with CYMPO member agencies and supported the public engagement activities.

CITY OF PHOENIX | 19TH AVENUE SIGNAL MODERNIZATION

Kittelson and **AECOM** partnered to modernize two signalized intersections along 19th Avenue, preparing updated signal designs, ADA-compliant directional ramps, and revised crosswalk alignments. The improvements were integrated with the existing fiber-optic interconnect, and the team coordinated utility reviews and potholing needs. Kittelson delivered 60%, 90%, and final traffic signal design plan sets in accordance with City of Phoenix and MAG standards.

MOSAIC QUARTER DEVELOPMENT



Kittelson delivered an accelerated (three-month) PS&E package for a new access intersection serving a major sports complex. Work included modifications to the existing Campbell/Benson Hwy signal, a new right-turn lane, median revisions, street lighting design, signing/stripping, and development of a detailed 3D design model. Kittelson also coordinated roadway drainage, traffic operations, and utility reviews to support the expedited schedule.

PINAL COUNTY | RALSTON ROAD AT VEKOL WASH DRAINAGE

AECOM provided final design services for drainage improvements on Ralston Road at Vekol Wash. The project reconstructed the existing two-lane Ralston Road at Vekol Wash for approximately 0.3 miles and provided an all-weather crossing with a new multi-cell arch culvert. Design activities included roadway, drainage, structural, utility coordination, survey, right-of-way documentation, signing and striping, geotechnical investigations, support for environmental documentation, and permit applications.

Client Name and Contact
Christopher Wanamaker
520.866.6010

Awarded: November 2021
Estimated Completion: July 2026

ADOT | US 95, IMPERIAL DAM ROAD/ABERDEEN ROAD INTERSECTIONS

This project will widen US 95 from Imperial Dam Road to Aberdeen Road from the existing two-lane roadway to a four-lane divided section with two lanes in each direction separated by a variable-width median, intersection improvements, and a tank crossing. **AECOM** performed an alternatives analysis for intersection types, which resulted in roundabouts at both Imperial Dam Road and Aberdeen Road. Due to funding, construction alternatives were implemented in FY 26 and construction of the remaining widening will occur in a future year. This project will now construct two roundabout intersections at Imperial Dam Road and Aberdeen Road, a southbound right-turn bay, and lengthen the northbound left-turn bay at Martinez Lake Road. Between Imperial Dam Road and Aberdeen Road, pavement preservation will be completed on all existing pavement that is not realigned to tie into the new intersections. A wildlife fence will also be constructed from south of Imperial Dam Road to Castle Dome Mine Road.

Client Name and Contact
Trent Kelso
602.712.6685

Awarded: September 2023
Estimated Completion: 2027

ISX SOLUTIONS | PLANNING AND DESIGN OF SIDEWALK PACKAGE - ARPA FUNDED

Alta Arizona provided professional land surveying services to iSX on this project from August 2023 to December 2023. The project consisted of the planning and design of sidewalks, curb ramps, and Americans with Disability Act (ADA) accessible driveway crossings along Ajo Way, Benson Highway and Country Club Road. The planning and design were performed in accordance with standard City of Tucson designs process and the Tucson Street Design Guide for sidewalk placement and design guidance. Alta Arizona's role consisted of providing survey services included but not limited to: establishing horizontal and vertical control tied to the State Plane Coordinate System; research; office calculations; locating all survey monuments along project; right-of-way determination; aerial mapping, setting aerial mapping control; as-built pedestrian ramps; and utility surveys.

Client Name and Contact
Andrew Bailey
520.403.8591

Awarded: August 2023
Estimated Completion: 2026

STAFF EXPERIENCE, CAPABILITIES, AND ASSIGNMENTS

We believe successful projects begin with assembling the right team. Our multidisciplinary team—Kittelson, AECOM, and Alta Southwest—brings local knowledge, technical expertise, and more than three decades of experience in the Central Yavapai region. Key staff bios are below with detailed experience provided in **Appendix B (Resumes)**.



FELIPE LADRÓN DE GUEVARA
PE, PTOE, RSP1

CONTRACT MANAGER

24 Years of Experience | PE #49936, PTOE #3022, RSP #408

Felipe will serve as the Contract Manager and will lead all on-call assignments issued to Kittelson. He brings 24 years of civil engineering experience and a proven track record managing on-call programs for agencies across Arizona, including the **Town of Gilbert, City of Tucson, Pima County, PAG, MAG, and City of Phoenix**. Felipe excels at coordinating multidisciplinary teams, maintaining schedules and budgets, and delivering high-quality, constructible PS&E packages.

His technical background spans roadway widening, intersection reconstruction, safety improvements, signing and pavement markings, bicycle and pedestrian facilities, ADA upgrades, traffic signal design, complete streets, drainage analysis and design, arterial design, and pavement design. Felipe approaches project management with a strong emphasis on benefit-cost decision-making, ensuring each design balances user needs, agency priorities, and lifecycle considerations. He closely manages task sequencing, production workflows, and bid-item development to support efficient and accurate PS&E delivery. Felipe is fully capable of leading projects from early planning through final design and post-design support.



WADE SCARBROUGH PE
COST ESTIMATING LEAD

30 Years of Experience | PE OR 65552, PE CA 75332, PE WA 48729



Wade will support bidding, respond to contractor questions, prepare addenda, assist with bid reviews, address construction issues, and support quality assurance throughout construction. He specializes in developing design concepts, geometric layouts, freeway/arterial improvements, roundabouts, and cost estimates. Wade is highly experienced in evaluating alternatives using traffic analysis tools and translating concepts into buildable solutions.

Wade led the cost estimation and supported the final design for the Pioneer Parkway Roundabout and the Cornville Road Roundabout projects. Final bids were within 2% of the cost estimates.



VAMSHI YELLISETTY AICP, PTP
PRINCIPAL/PLANNING LEAD

26 Years of Experience | AICP 029487, PTP 548



Vamshi will serve as Principal and provide technical oversight, engineering guidance, and strategic direction across all task orders. He will work closely with Felipe to assemble task order teams, review deliverables, and monitor progress and budget. Vamshi blends planning, engineering, GIS, and data-driven analysis to develop practical, cost-effective transportation solutions. His expertise includes traffic operations, multimodal planning, system performance evaluation, database development, and application of innovative GIS tools to streamline analysis and identify improvement strategies.

Vamshi recently led the successful completion of the SR 69 Corridor Master Plan and played a key supporting role on the Central Yavapai Regional Transportation Plan.



JOEL AMARILLAS PE
TRANSPORTATION/TRAFFIC LEAD

10 Years of Experience | PE AZ 70596



Joel has extensive experience on transportation engineering projects across Arizona, with specialized skills in roadway design, 3D roadway modeling, traffic signal design, roundabout design, pedestrian/bike infrastructure design, and traffic signal operations. Joel has been the lead designer on several roadway/signal designs which include preparing construction documents and developing cost estimates, as well as being the lead engineer in developing coordinated signal timing plans and assisting during field implementation and calibration.

Joel led final design of the Cornville Road roundabout and, as Deputy Project Manager for the Pioneer Parkway Roundabout, was responsible for coordinating all technical activities from design through delivery.



MATT ASHBY PE
PLAN REVIEW LEAD

23 Years of Experience | PE AZ 48227



Matt will support roadway and intersection design, concept reports, plans, and estimates. His expertise includes intersection modifications, roadway reconstruction, traffic and pedestrian signals, roadway lighting, and hydraulic design for culverts and storm drains. He has prepared design concept reports, preliminary and final plans, and construction cost estimates.



SHERRICK CAMPBELL PE, CFM
**WATER/WASTEWATER STORM
 DRAIN LEAD**
 28 Years of Experience | PE AZ 34569, CFM
 #US-05-01710
AECOM

Sherrick provides hydrologic and hydraulic analysis, drainage design, and water resources engineering for transportation and infrastructure projects. His expertise includes 2D modeling for urban watersheds and alluvial fans, forensic flooding analyses, mitigation planning, and preparation of ADMS/ADMP studies and map revisions.



KATE BONDY PE, PTOE
TRAFFIC ENGINEER
 22 Years of Experience | PE AZ 45815, PTOE
 3160
AECOM

Kate leads corridor and regional transportation plans, feasibility studies, and traffic analyses for projects statewide. She brings deep expertise in stakeholder engagement, scenario planning, and project management for major Arizona transportation initiatives.



MATT BONDY PE
PROJECT ENGINEER
 20 Years of Experience | PE AZ 49520
AECOM

Matt is experienced in urban and rural roadway design and planning projects, including alternative development and evaluation, preliminary and final design, geometric design, cost estimating, PS&E preparation, and stakeholder coordination. He is well-versed in MCDOT guidelines, standards and policies including the current MCDOT Project Development Manual.



PATRICIA GAJDA RLS
SURVEYING LEAD
 27 Years of Experience | RLS AZ 46278
ALTA
 SOUTHWEST

Patricia leads and oversees all aspects of Alta's Survey Department in Tucson, coordinating both aerial and ground survey work. She manages horizontal and vertical controls; reviews plans; and prepares legal descriptions, exhibits, boundary surveys, construction staking, topographic mapping, ALTA/NSPS surveys, right-of-way mapping, and prior rights determinations.



Project Principal
Vamshi Yellisetty AICP, PTP

Contract Manager
Felipe Ladrón de Guevara PhD, PE, PTOE, RSP1

Quality Manager
Wade Scarbrough PE

Transportation/Traffic

Joel Amarillas, PE

Roadway/Active Transportation

Matt Ashby, PE
 Bridger Helm, PE
 TJ Hribar, EIT
 Fred Wismer, PE
 Tony Roos, PE
 Matt Bondy, PE
 Matt Kershner, PE
 Brian Raveslout, PE
 Kate Bondy, PE, PTOE

Bridge Structural Design

Ben Ansley, PE, CBI

Traffic Engineering

Felipe Ladrón de Guevara, PE, PTOE, RSP1
 Wade Scarbrough, PE
 Kate Bondy, PE, PTOE
 Nathan Ewing, PE

Planning

Vamshi Yellisetty, AICP, PTP
 Phyllis Huegel, AICP

Environmental/Cultural

Jessica Rietz
 Phyllis Huegel, AICP

Water/Wastewater/Storm Drain

Sherrick Campbell, PE, CFM

Water/Wastewater

Darin Miller, PE
 Rachel Sibayan
 Thomas Wolf, PE
 Andy Alderink, PE

Storm Drain

Keaton Leander, EIT
 Daniel Child, PE
 Cedomir Jesic, PE

Cost Estimating

Wade Scarbrough
 Joel Amarillas, PE
 Fred Wismer, PE
 Matt Ashby, PE

Land Surveying

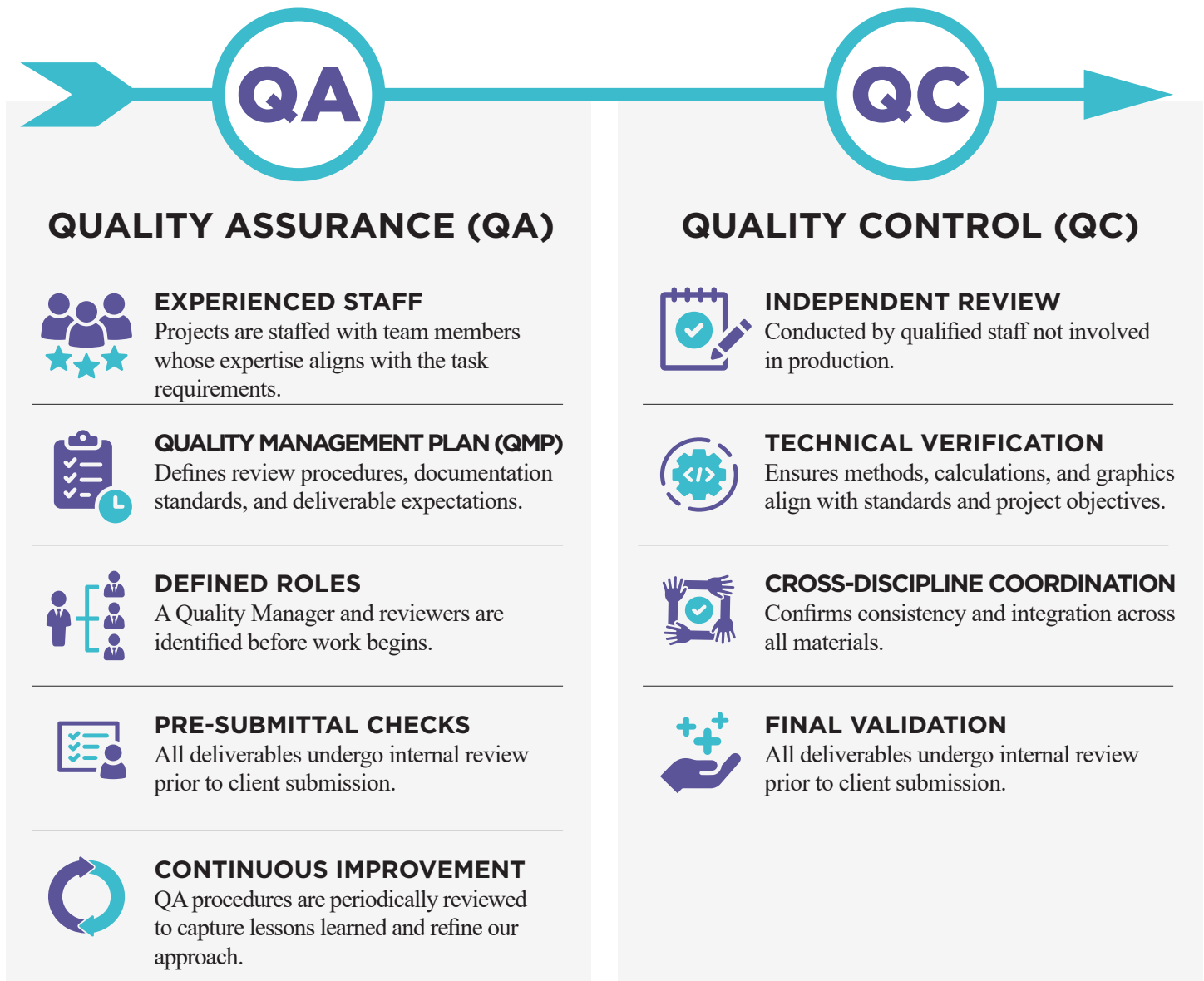
Patricia Gajda, RLS
 Greg Bauer, RLS

Plan Review

Matt Ashby, PE
 Tony Roos, PE
 Wade Scarbrough, PE
 Matt Kershner, PE

QUALITY CONTROL ABILITY

At Kittelson, quality isn't a checkpoint at the end - it's embedded in every stage of our work. Task leads perform internal reviews, cross-discipline checks confirm technical accuracy, and the Contract Manager ensures deliverables align with project goals before they reach the Town. When appropriate, subconsultants not directly involved in a task provide independent reviews, adding another safeguard for quality.



This structured QA/QC framework ensures every product is technically sound, internally consistent, and aligned with client objectives - delivering confidence in both the process and the results.

PROJECT UNDERSTANDING AND APPROACH

The Town of Chino Valley needs a partner that can mobilize instantly, adapt to shifting priorities, and deliver high-quality, fully coordinated solutions across a wide range of on-call tasks. Our team is built for exactly this: fast-paced, multidisciplinary, complex, and often ambiguous projects. Because we work throughout greater Arizona, including Chino Valley and surrounding areas, we understand the infrastructure, climate, and operational realities at a level that minimizes your risk and maximizes value. Your on-call demands are shaped by the following realities:



Aging infrastructure requiring targeted, rapid-turn fixes



Growing development demands and shifting priorities



Hydrology and drainage constraints



Tight corridors with utility conflicts, ROW limitations, and multimodal pressures



Continuous coordination across departments



Funding guidance for priority projects

These challenges reward teams who come prepared with deep local experience, streamlined processes, and proven on-call performance. That is exactly what our team brings.

We operate as an extension of your staff. We know how to define vague scopes, deliver quick-turn solutions, respond to RFIs immediately, and produce designs that hold up in the field - not just on paper. Our team brings the bench strength to handle multiple assignments at once, the judgment to avoid unnecessary complexity, and the technical expertise to solve problems before they escalate.

This is the team that reduces your workload, reduces your risk, and delivers results without surprises.

A. LAND SURVEYING

Fast mobilization, high-quality data, zero rework.

Alta Southwest (Alta) brings the surveying horsepower behind our team. Their Arizona-based survey group delivers accurate, design-ready data using a blend of traditional field methods and advanced technology - including high-resolution aerial mapping, terrestrial scanning, mobile crews, and GIS-integrated control networks. Alta provides horizontal and vertical control tied to State Plane Coordinates; detailed boundary, ROW, and easement research; utility verification; and complete design-grade topography. They routinely extend survey limits to capture off-corridor constraints, minimizing redesign and optimizing constructability.

B. STORM DRAIN DESIGN

Drainage Solutions That Fit Chino Valley's Desert Climate.

Hydrology and drainage in an arid environment require engineering rigor and adaptable, context-sensitive solutions. AECOM brings strong expertise in watershed modeling, storm drain analysis, retention/detention design, erosion protection, and channel stabilization throughout Arizona's desert communities. Their designs address high-intensity storm events, long dry cycles, and agency maintenance needs. Kittelson ensures drainage concepts integrate seamlessly with roadway geometry, multimodal design, and constructability. We apply micro-grading refinements, cross-section adjustments, and corridor-scale stormwater strategies that improve performance without increasing footprint or cost.

Together, AECOM and Kittelson deliver right-sized drainage solutions that meet stormwater quality requirements, NPDES compliance, Town standards, and long-term O&M needs—using low-impact concepts, targeted fixes to problem areas, and hybrid approaches that enhance system reliability and reduce lifecycle costs.

C. ROADWAY DESIGN

Adaptive, Constructable, Chino Valley-Ready Design

Roadway design in the Town requires solutions that perform under extreme heat, manage drainage effectively, and accommodate multimodal activity within tight ROW and aging utility corridors. Kittelson brings extensive Arizona experience delivering roadway reconstruction, widening, ADA upgrades, multimodal corridors, and complete-street designs that balance performance, safety, and long-term maintainability.

Our approach is rooted in performance-based design - testing geometric options, evaluating tradeoffs, and using advanced 3D modeling to integrate roadway geometry, grading, utilities, and drainage early in design. This reduces conflicts, improves constructability, and minimizes change orders during construction.

We develop right-sized cross-sections, safety-focused intersection designs, micro-grading refinements, durable pavement strategies suited to thermal loads, and context-sensitive multimodal features. Our designs incorporate access management, transit accommodations, ADA/PROWAG compliance, and improved pedestrian and bicycle connectivity.

By coordinating roadway, drainage, traffic, utilities, and streetscape elements from the outset, we deliver practical, constructible corridor designs that perform reliably in Chino Valley's desert environment and support safe, efficient travel for all users.

D. BRIDGE & STRUCTURAL ENGINEERING

Structures Engineered for Heat, Movement, and Long-Term Reliability

AECOM provides the structural expertise behind our team. Their team understands the unique demands that Chino Valley's climate, soil conditions, and high thermal variability place on structures - from expansion behavior and joint performance to long-term durability and maintenance cycles. AECOM performs bridge inspections, load ratings, rehabilitation assessments, and structural analyses tailored to the Town's inventory and design

standards. They develop practical, constructable solutions for retaining walls, culverts, drainage structures, and other ancillary facilities, ensuring each element integrates seamlessly with roadway geometrics, drainage design, and utility constraints.

E. TRAFFIC ENGINEERING

Smoother Flow. Safer Streets. Smarter Signals.

Traffic engineering is a core strength of our team. Kittelson brings decades of statewide experience conducting traffic studies, safety evaluations, signal design, multimodal operations analysis, and corridor optimization for agencies across Arizona - including Chino Valley surrounds. Our work blends national expertise with a deep understanding of local travel patterns, seasonal fluctuations, and multimodal needs.

Our capabilities include multimodal traffic studies; signal, HAWK, and BikeHAWK warrant evaluations; access and circulation reviews; microsimulation; and system-level operations analysis. We apply the right level of analysis to deliver clear, actionable recommendations aligned with Town standards and field conditions.

We design traffic signals, HAWKs, warning beacons, signing, and striping plans that emphasize safety, ADA/PROWAG compliance, visibility, and long-term maintainability. Our team also develops signal timing and coordination plans, performance evaluations, traffic calming concepts, and low-stress multimodal improvements tailored to local needs.

Kittelson's approach is built around responsiveness, technical clarity, and implementable solutions. Whether supporting a quick on-call task or a complex corridor study, we deliver traffic engineering designs that strengthen safety, improve operations, and integrate seamlessly with Chino Valley's broader transportation network.

F. TRANSPORTATION PLANNING

Planning that Translates to Action

Our team understands that thoughtful multimodal transportation planning has the potential to holistically address transportation challenges as well as catalyze economic development and strengthen neighborhoods. Our approach to successfully delivering transportation planning on-call tasks includes:

- ▶ Applying the right technical analysis at the right time and with the right level of detail;
- ▶ Holistically assessing the study to determine fatal flaws and issues early;

- ▶ Conveying technical information in objective and compelling ways for the public, elected officials, and decision-makers;
- ▶ Developing and applying evaluation methods that directly measure desired outcomes; and
- ▶ Building consensus through the decision-making process that leads to partnerships.

The hallmark to our planning process is bringing planners, engineers, land use planners, environmental planners, communication staff, and decision-makers together at the right times to holistically view projects and determine the appropriate steps needed to bring ideas to life.

G. WATER & WASTEWATER INFRASTRUCTURE

Reliable Systems· Predictable Operations·

AECOM leads our water and wastewater engineering efforts with deep knowledge of Chino Valley's distribution and collection systems, aging infrastructure, operational constraints, and desert-environment demands. Their focus is on reliability, maintainability, and efficient operations that meet Town standards and regulatory requirements.

AECOM evaluates pipelines, valves, hydrants, manholes, lift stations, pump systems, reservoirs, odor-control facilities, and SCADA components to identify capacity limits, corrosion issues, efficiency opportunities, and system vulnerabilities. Their designs use durable materials suited for corrosive soils and high temperatures, modern pump and lift-station configurations, odor-mitigation strategies, and SCADA upgrades that strengthen monitoring, redundancy, and real-time control. With an emphasis on lifecycle value and seamless integration with existing assets, AECOM delivers solutions that improve reliability, enhance performance, and support the Town's long-term capital and maintenance strategies.

H. ENVIRONMENTAL STUDIES & CLEARANCES

Environmental Clearance Without the Headaches·

Environmental compliance in Chino Valley requires early issue identification and coordinated documentation due to sensitive species, cultural resources, flood-prone areas, and aging infrastructure. AECOM brings extensive experience completing NEPA/ADEQ documentation, biological and cultural surveys, hazardous materials screening, noise/air analyses, floodplain assessments, and construction-phase monitoring. Their approach prioritizes early scoping,

transparent coordination with resource agencies, and clear, defensible reports that streamline approvals. By integrating environmental considerations into design early, AECOM helps projects advance efficiently with reduced risk and fewer surprises.

I. COST ESTIMATING

Accurate quantities· Reliable costs·

Our cost estimating approach emphasizes detailed quantities, realistic assumptions, and close coordination with design teams to produce reliable, market-ready estimates. We tailor the level of effort to the project phase—providing planning-level estimates to support programming and funding decisions, and detailed engineer's estimates aligned with final PS&E packages. Estimates are informed by recent local bid data, ADOT cost estimation procedures, direct construction experience ensuring consistency between design intent and anticipated costs. Estimates also account for inflationary escalation and appropriate contingencies.

This approach has been validated on recent roundabout projects. For the **Cornville Road / Tissaw Road Roundabout**, contractor bids aligned closely with our estimate and fell squarely within the middle of the bid range following the project's transition to federal funding and ADOT oversight. Similarly, on the **Pioneer Parkway Roundabout**, our estimates supported confident decision-making and a smooth procurement process. Together, these efforts demonstrate our ability to deliver accurate, defensible cost estimates that reduce risk and support successful project delivery.



SCHEDULE & COST CONTROL ABILITY

PROJECT AND RISK MANAGEMENT

For each task order, Kittelson develops a clear work plan that defines scope, milestones, responsibilities, and review points. Schedules are developed using industry-standard tools and actively monitored throughout delivery. Potential risks or coordination issues are identified early and addressed collaboratively with Town staff to maintain schedule certainty.

STAFFING MANAGEMENT

Our on-call teams are structured with built-in depth and redundancy, allowing us to scale resources quickly to meet compressed schedules or shifting priorities. Additional staff can be allocated as needed to handle workload peaks during critical phases. We operate under a “one-firm, one-team” philosophy, drawing on the best national expertise and local knowledge regardless of geography. Coordination is maintained through:

- ▶ Bi-weekly internal check-ins with our team and subs to maintain alignment.
- ▶ Weekly touchpoints with Town staff (in-office or virtual) to ensure transparency and quick resolution of issues.
- ▶ Open communication channels so the Town always knows the status of scope, schedule, and budget.
- ▶ Microsoft Teams and OneDrive for document sharing giving Chino Valley and subconsultants real-time access to project files, schedules, and deliverables in one secure, centralized location.

BUDGET MANAGEMENT

Budgets are established at the outset of each task and monitored through real-time tracking of staff hours and task-level expenditures. Variance checks and leadership oversight enable early identification of potential issues, with proactive communication and corrective actions implemented to maintain cost control.

PROVEN ON-TIME, ON-BUDGET DELIVERY

This disciplined approach has been applied successfully on on-call contracts across Arizona, supporting reliable delivery, predictable outcomes, and efficient use of public funds.

PROJECT MANAGEMENT, COMMUNICATIONS, AND TEAM ORGANIZATION

Our project management approach is described in the Proven On-Call Delivery Model (page 2), and our team organization structure is presented in the organizational chart (page 10).

WORKING WITH TOWN STAFF - ANTICIPATED TOWN SUPPORT AND COORDINATION

Kittelson structures on-call assignments to minimize demands on Town staff while ensuring involvement at key coordination and decision points. At the outset of each task order, we will meet briefly with Town staff to confirm project goals, scope, schedule, budget, and communication preferences. This early alignment allows work to proceed efficiently and reduces the potential for rework.

Anticipated Town involvement includes the following activities:

- ▶ Task Order Initiation: Participate in kickoff meetings to confirm scope, priorities, schedule, and success criteria.
- ▶ Information Sharing: Provide available background materials, standards, policies, GIS data, and prior studies relevant to assigned tasks.
- ▶ Milestone Review and Direction: Review draft deliverables at agreed-upon milestones and provide consolidated feedback to support timely advancement.
- ▶ Decision-Making: Provide timely direction on alternatives, scope refinements, and implementation priorities as needed.
- ▶ Agency Coordination Support: Assist with introductions and coordination with other Town departments, utility providers, or partner agencies, when required.
- ▶ Final Review and Acceptance: Review final deliverables and confirm acceptance to allow task closure.

Kittelson will manage day-to-day execution, consultant coordination, quality control, and documentation, allowing Town staff to focus on oversight, policy direction, and informed decision-making rather than routine production activities.

APPENDIX A - VENDOR INFORMATION FORM

PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact

Kittelsohn & Associates, Inc.

Vendor Submitting SOQ

F12298840

Arizona Corporation Commission File No.

93-0964447

Federal Tax ID No.

101 N 1st Ave #1950

Address

Phoenix

Arizona

85003

City

State

Zip

www.kittelsohn.com

Website

Vamshi Yellisetty, AICP, PTP

Name

Project Principal

Title

602.541.4358

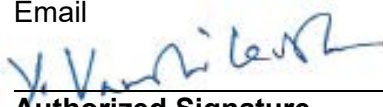
Phone

503.273.8169

Fax

vyellisetty@kittelsohn.com

Email


Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

☐ Small Business Enterprise (SBE)☐ Minority Business Enterprise (MBE)☐ Disadvantaged Business Enterprise (DBE)☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

If yes, please include details and documentation of the certification.

APPENDIX B - RESUMES

FELIPE LADRÓN DE GUEVARA, PE, PTOE, RSP,

24 YEARS OF EXPERIENCE



Felipe is an experienced civil engineer who has been involved with planning, operations, and final design of infrastructure to establish safe, connected, accessible transportation networks. His expertise in transportation engineering and roadway design have been applied to developing concepts and PS&Es for bicycle and pedestrian facilities, widening of roadways, preparing safety improvements, reconstructing intersections, and designing traffic signals and street lighting. Felipe has also performed extensive research on transportation safety and signal coordination and is skilled at project implementation. Felipe has served the City of Tucson at different capacities for almost 20 years, and he is familiar with the City of Tucson Active Practice Guidelines and standards.



PROJECT EXPERIENCE

Town of Gilbert Williams Field Road/Market Street Intersection; Gilbert, AZ. Kittelson evaluated existing traffic operations and safety for vehicles, pedestrians, and bicycles. Based on the analysis of existing and future conditions, alternatives were developed to accommodate the anticipated 2045 traffic demand at the intersection. The developed alternatives were evaluated in terms of level of service, anticipated queue lengths, intersection safety, and impacts to bicycle facilities, right-of-way, utilities and transit stops. The recommended alternative was selected based on the evaluation criteria, and a planning-level cost estimate suitable for inclusion in the Town's CIP was prepared.

Maricopa County DOT Riggs Rd Corridor Improvement Study; Maricopa County, AZ. This study for MCDOT seeks to identify and prioritize Active Transportation needs along Riggs Road. Facilities for people who walk and bike are developed sporadically along this section of Riggs Road, resulting in gaps in multimodal connectivity for and challenges accessing facilities. The study will also consider other local needs, including traffic calming, the needs of a significant senior population, the potential for low stress network connections on adjacent streets, ADA improvements, golf cart access, drainage needs, and traffic flow.

Town of Marana Lon Adams Road Improvements. Felipe served as associate engineer for design of final plans to reconstruct Lon Adams Road from Barnett Road to Grier Road. The reconstruction will improve drainage, add sidewalks and bicycle lanes, replace the existing pavement, upgrade water and sewer, add roadway lighting, and connect the Marana Town Center with Ora May Harn Park.

MAG Val Vista Drive, Signal Optimization; Gilbert, AZ. Kittelson conducted signal optimization study for Maricopa Association of Governments to improve traffic progression on 14 intersections of Val Vista Dr from Elliot Rd to Queen Creek Rd including the traffic interchange at SR202/Val Vista Dr. Kittelson acquired the necessary traffic data to refine traffic signal timing using the town's Synchro model and used the updated model to determine the optimized timing for Val Vista Dr while minimizing impacts to the intersecting streets. The project also identified gaps in traffic signal infrastructure in the corridor that negatively impacted the efficiency of traffic operations across the entire corridor or at specific intersections.

EDUCATION

- PhD, Civil Engineering, University of Arizona
- MS, Civil Engineering, University of Arizona
- BS, Civil Engineering, Universidad de Sonora

LICENSES/CERTIFICATIONS

- Professional Engineer: AZ #49936
- Professional Traffic Operations Engineer #3022
- Certified Road Safety Professional (RSP), Transportation Professional Certification Board #408

City of Phoenix Traffic Signal Optimization Performance Evaluation Methodology; Phoenix, AZ. Kittelson developed a methodology to evaluate traffic signal optimization performance before and after implementing new traffic signal timing plans. The methodology uses WaySync (formerly TranSync) software to conduct travel time runs recording vehicle trajectories to calculate performance measures. The methodology also uses INRIX data in an Excel spreadsheet tool to evaluate travel time data in terms of travel time savings, corridor reliability, and benefit/cost ratios associated with the signal optimization efforts.

City of Tucson Blacklidge Bicycle Boulevard; Project Manager. Kittelson developed a design concept and is preparing final design plans (PS&E) to construct a 5-mile bicycle boulevard on Blacklidge Drive in the central part of the City of Tucson. The improvements include adding five BikeHAWK signals at major crossings; traffic calming features, including traffic circles, raised center islands, chicanes, speed humps; landscaping, including water harvesting and hardscape at floodplain locations; signing/pavement markings; green infrastructure; and wayfinding signage.

Town of Oro Valley La Cholla Blvd.: Overton Rd. to Tangerine Rd. Signal Design; Oro Valley, AZ. Felipe was responsible for preparing the traffic engineering report and the traffic signal design for this project, where Kittelson prepared a traffic report and construction documents (PS&Es) for three signalized intersections (Lambert Lane, Naranja Drive, and Glover Road) as part of the widening of La Cholla Boulevard from Overton Road to Tangerine Road. Kittelson worked closely with Oro Valley staff to evaluate reusing existing equipment and to design the signal to accommodate. Kittelson prepared a traffic report and construction documents (PS&Es) for three signalized intersections (Lambert Ln., Naranja Dr., and Glover Rd.) as part of the widening of La Cholla Blvd. from Overton Rd. to Tangerine Rd. Kittelson worked closely with Oro Valley staff to evaluate reusing existing equipment and to design the signal to accommodate future roadway widenings.

City of Tucson RTA Bicycle Boulevards; Project Manager. Kittelson developed a design concept and is preparing final design plans (PS&E) to complete three bicycle boulevards on 5th Street, 9th Street, and 9th Avenue in the central part of Tucson. The improvements include adding a TOUCAN at the intersection of 9th Street and Euclid Avenue; traffic calming features consisting of traffic circles, raised center islands, chicanes, and speed humps; landscaping, including water harvesting and hardscape at floodplain locations; signing/pavement markings; green infrastructure; and wayfinding signage.

City of Tucson Broadway Boulevard: Camino Seco to Houghton Road; Project Engineer. Kittelson applied an innovative integrated design process to complete the preliminary and final design for the Broadway Improvement Project between Camino Seco and Houghton Road. The project incorporated multimodal features such as an additional travel lane, bicycle lanes, ADA pedestrian facilities, transit stops, a HAWK signal, and water harvesting treatments. Felipe, as the lead Project Engineer, oversaw the engineering aspects of the project.

City of Tucson Liberty Bicycle Boulevard; Project Manager. Kittelson prepared a project assessment and construction documents (PS&E) to upgrade a five-mile segment of residential streets into a bicycle boulevard for this transportation enhancement and safe routes to school project. As project manager for this federally funded project, Felipe led the design of an urban bicycle friendly corridor featuring traffic calming devices and traffic controls. Strategically placed traffic calming devices, including speed humps, traffic circles, public art, and pavement markings will help attract new bicycle and pedestrian users while reducing and slowing existing traffic. Other project features included enhanced pedestrian and bicycle crossings at four major intersections along Liberty and San Fernando Avenues at Ajo Way, Irvington Road, Bilby Road, and Valencia Road.

City of Tucson 22nd Street: Kino Parkway to Tucson Boulevard; Traffic Designer. Felipe was part of the original team performing the planning and designing for Tucson's first Single Point Urban interchange at the Kino Boulevard and 22nd Street intersection. This RTA project included widening 22nd Street to three lanes in each direction of travel with bicycle lanes, pedestrian facilities, bus pullouts, traffic signals, drainage improvements, street lighting, utility modifications, landscape, electrical, and a new bridge structure and retaining walls on Kino Parkway.

VAMSHI YELLISETTY, AICP

26 YEARS OF EXPERIENCE



Vamshi Yellisetty balances planning, out-of-the-box ideas, engineering, GIS, and technical know how to create transportation improvement solutions that work. He is a hands-on project manager who enjoys collaborating with clients to develop complex transportation plans that are progressive and implementable. His specialized skills include multimodal planning, traffic analysis, technical data collection and analysis, database development, developing innovative methodologies to identify system deficiencies and improvement scenarios, evaluating system performance, formulating transportation plans, and utilizing innovative GIS techniques to streamline data collection and analysis.



PROJECT EXPERIENCE

City of Yuma Transportation Master Plan; Yuma, AZ. As a subconsultant, Kittelison is working with the City of Yuma to develop the Integrated Multimodal Transportation Master Plan that will serve as a guide for development of the transportation systems in the City. Vamshi is project manager.

Town of Gilbert Transportation Master Plan; Gilbert, AZ. Vamshi was project manager for this innovative plan that classified the town's street system and guided prioritized improvements to increase multimodal access, supported the local and regional economy, and better connected people and places. A key element was to develop a corridor classification system to identify the primary function of each corridor, modal priorities of corridors, and context sensitive street typologies.

Town of Gilbert Heritage District Circulation Plan, Gilbert, AZ. Vamshi led a multi-disciplinary team to identify and evaluate District-wide transportation improvement scenarios that will improve multimodal circulation to and through the Heritage District and support planned development. With the goal of providing efficient, comfortable, safe, and inviting mobility that enhances and supports the vibrancy of the Heritage District, the HDCCP developed a blueprint and clear vision of multimodal transportation movement through, into, out of, and throughout the district today and for the next 20 years.

City of Phoenix Key Corridors Master Plan; Phoenix, AZ. Project Manager. Vamshi served as project manager for this innovative plan that will ultimately classify the city's street system and help guide prioritized improvements to increase multimodal access, support the local and regional economy, and better connect people and places. A key element of the study is developing a corridor classification system to identify the primary function of each corridor, modal priorities of corridors (i.e. vehicle, pedestrian, bicyclist, transit), and context-sensitive street typologies. The study will also include a subarea assessment of critical employment centers to identify strategies to mitigate or manage congestion, so motorists and bus riders can expect reliable travel times.

LHMPO Regional Transportation Plan; Lake Havasu, AZ. Vamshi developed and calibrated the standalone LHMPO Travel Demand Model, including updating the socioeconomic and roadway network to reflect existing and projected conditions, validation, and calibration of the model against real-life traffic conditions.

MCDOT Riggs Rd Corridor Improvement Study; Maricopa County, AZ. Vamshi assisted in this study to develop a conceptual design for the road that

EDUCATION

- MS, Civil Engineering, Arizona State University
- BE, Civil Engineering, Osmania University (India)

LICENSES/CERTIFICATIONS

- American Institute of Certified Planners: #029487

identifies and prioritizes active transportation needs along Riggs Road. Facilities for people who walk and bike are developed sporadically along this section of Riggs Road, resulting in gaps in multimodal connectivity and challenges accessing facilities. The study considers other local needs, including traffic calming, the needs of a significant senior population, the potential for low stress network connections on adjacent streets, ADA improvements, golf cart access, drainage needs, and traffic flow.

Town of Gilbert Trails Right-of-Way Assessment; Gilbert, AZ. Project Principal. Kittelson is leading this study to support the Town in completing its trail system, including inventorying existing trail elements and right of way, applying context-sensitive trail typologies, and collaborating with owners to identify implementation strategies. The team analyzed trail data to identify needs, gaps, and conditions for each corridor and identified trail alignments and developed concept designs and typical sections.

Central Yavapai Metropolitan Planning Organization RTP Update; Yavapai, AZ. Vamshi assisted in updating the multimodal assessment and travel demand model for CYMPO's 2045 Regional Transportation Plan. The purpose of the RTP Update was to reprioritize transportation investments for the metropolitan area with a focus on performance-based investment choices. Vamshi was responsible for developing and calibrating a standalone CYMPO Travel Demand Model, including updating the socioeconomic and roadway network to reflect existing and projected conditions, validation, and calibration of the model against real-life traffic conditions and running multiple build and no-build scenarios.

ADOT Dynamic Traffic Assignment Model; AZ. Vamshi is currently managing the development of the ADOT statewide Dynamic Traffic Assignment (DTA) Model. Once complete, the DTA model will significantly enhance ADOT's modeling capabilities to evaluate a variety of transportation improvements and scenarios including freight bottleneck analysis, impacts of ITS and emerging technologies on highway congestion, work zone impacts, other modernization projects.

ADOT Arizona Statewide Freight Study; Statewide, Arizona. Vamshi supported ADOT in updating this plan that will ultimately identify immediate and long-range plans for freight related transportation investments. For this plan, Vamshi led the existing conditions inventory and assessment of existing freight conditions. Vamshi also led the efforts to identify freight bottlenecks on the State Highway System based on NPMRDS data. He led the needs evaluation task and also aided in identifying performance measures and a project prioritization framework to help make investment decisions.

ADOT Statewide Shoulder Study; Statewide, AZ.

Vamshi led a team conducting statewide and District-level data analysis to inventory and evaluate corridor specific issues and conditions, including shoulder deficiencies, historical crash records, adjacent land ownership, existing and projected traffic volumes, and pedestrian and bicycle usage. This data-driven process incorporated first-hand, local knowledge of safety issues and improvement needs. Vamshi led an extensive involvement and coordination process with ADOT Multimodal Planning Division, ADOT District Engineers, ADOT Traffic Safety Section, COGs and MPOs, Department of Public Safety, local and regional stakeholders.

ADOT Climbing and Passing Lane Prioritization Study; AZ. With the ultimate goal of developing a prioritized list of passing and climbing lane locations on the Arizona State Highway System, Vamshi led the in-depth evaluation of potential candidate passing and climbing lane locations including: analyzing documented conditions in the ADOT Roadway Inventory Management (RIMS) data against video log and As-Built Drawings, crash data evaluation to assess existing safety conditions, and traffic analysis to determine highway segments that don't meet AASHTO's recommended criteria. Vamshi also led a two-phased work session and on-going coordination with the ADOT District Engineers and the TAC to first determine the needs of each District and then to review candidate locations.

Pinal County East-West Corridor Study and Design Concept Report and PEL; Pinal County, AZ. Vamshi provided analysis for a new high-capacity corridor alternative between Maricopa and Casa Grande. Provided multimodal planning, travel demand modeling and traffic analysis to determining future travel demand, identify corridor constraints and deficiencies, evaluated several alternate corridor alignments (including the Arizona Parkway concept) and ultimately select a preferred alignment. Coordinated with Arizona State Land Department (ASLD), ADOT, Pinal County, Gila River Indian Community (GRIC), AK-Chin Indian Community, Maricopa, Casa Grande, and Coolidge.

Maricopa County DOT Transportation System Plan; Phoenix, AZ. Vamshi served as a subconsultant to assist the Maricopa County Department of Transportation (MCDOT) in updating its Transportation System Plan (TSP). The TSP provided information on the existing transportation system and established the framework for future transportation needs in unincorporated Maricopa County. Tasks Vamshi helped lead included developing a countywide GIS database for roadway characteristics, conducting travel demand modeling to determine the impacts of improvements, updating the Major Streets and Routes Plan, and creating a GIS-based project identification and prioritization tool.

MATT ASHBY, PE

23 YEARS OF EXPERIENCE



Matt specializes in developing and designing intersection modifications, roadway improvements and reconstruction, signing design, hydraulic design and analysis of culverts and storm sewer systems. He has prepared design concept reports, preliminary designs, final plans, special provisions, and cost estimates for dozens of projects throughout southern Arizona. Matt is a Bentley Systems software guru encompassing MicroStation, InRoads, StormCAD, FlowMaster, and CulvertMaster. He has mastered additional complimentary computer programs including AutoTurn, HY-8; FHWA Hydraulic Toolbox, and AGI32 illumination engineering software.



PROJECT EXPERIENCE

Maricopa DOT Riggs Road Corridor Improvement Study; Maricopa County, AZ. Kittelson led this study on behalf of Maricopa County Department of Transportation to develop a conceptual design for the road that identifies and prioritizes Active Transportation needs along Riggs Road. Facilities for people who walk and bike are developed sporadically along this section of Riggs Road, resulting in gaps in multimodal connectivity for and challenges accessing facilities. The study considered other local needs, including traffic calming, the needs of a significant senior population, the potential for low stress network connections on adjacent streets, ADA improvements, golf cart access, drainage needs, and traffic flow.

ADOT I-10/Ina Road Traffic Interchange; Tucson, AZ. Matt was the lead engineer responsible for the coordination of a multidisciplinary design team for this \$110M federally funded freeway interchange project, which included three new bridge structures, extensive drainage improvements, traffic signals, lighting, ITS/FMS improvements, and significant utility relocation efforts.

Town of Oro Valley Lambert Lane: La Cañada Drive to Pusch View Lane; Oro Valley, AZ. Matt served as lead project engineer for this 1.5-mile widening project in Oro Valley that included major drainage improvements, a pedestrian crossing signal, a multi-use pedestrian path, soil nail and gravity block retaining walls, and extensive roadway storm drain systems.

City of Tucson Silverbell Road Design Concept Report and Final Design, Tucson, AZ. Matt was the lead project engineer for the preparation of a design concept for improving an 8-mile section of Silverbell Road and final design for the first mile from Gore Road to Grant Road. Matt was responsible for the roadway and drainage design elements, coordinated substantial utility relocation work including water, electric, sanitary sewer, and communications facilities.

City of Tucson Blacklidge Bike Blvd Final Design; Tucson, AZ. Project principal. Kittelson developed a design concept and is preparing final design plans (PS&E) to construct a 5-mile bicycle boulevard on Blacklidge Drive in the central part of the City of Tucson. The improvements include adding five BikeHAWK signals at major crossings; traffic calming features, including traffic circles, raised center islands, chicanes, speed humps; landscaping, including water harvesting and hardscape at floodplain locations; signing/pavement markings; green infrastructure; and wayfinding signage.

EDUCATION

- BS, Chemical Engineering, University of Arizona

LICENSES/CERTIFICATIONS

- Professional Engineer: AZ (#48227)

City of Tucson Broadway Corridor Improvement Project; Tucson, AZ. Project principal. Kittelson worked with the City to widen and improve a two-mile section of Broadway Blvd. Kittelson led the project through three phases. Phase 1 focused on corridor planning and encouraged commercial redevelopment with a strong tie to the neighborhood, light rail and BRT evaluation, and ped/bike needs. Phase 2 focused on preliminary engineering and includes a traffic study and environmental work. Phase 3 included final design services.

City of Tucson Park Avenue Enhancement; Tucson, AZ. Project principal. This federally funded enhancement project along two miles of Park Avenue in Tucson, aimed at providing users a continuous, ADA compliant, environment for alternative transportation choices, including walking and biking, and connected neighborhoods to transit services. The Kittelson design included the addition of enhanced pedestrian crosswalks with high visibility pavement treatments; widening of the paved shoulders to provide adequate and consistent bike lane widths; and landscaping and water harvesting treatments. A pedestrian path and bike lanes along the length of Park Avenue, from Speedway Blvd to Fort Lowell Rd, fill in the gaps in ped/bike connectivity.

Mosaic Quarter Development; Project Manager. Kittelson prepared construction documents in three months (accelerated schedule) for a new intersection on Kino Parkway within the City of Tucson to provide access for the proposed sport complex that will be located in the southeast corner of I-10 and Kino Boulevard. The construction documents included modifications to the existing signal at Campbell and Benson Highway, street lighting, pavement markings, signing, median modifications, addition of a right-turn lane, and a 3D model.

Pima County Oracle Road (SR77) at Ina Road Intersection Improvements; Tucson, AZ. Matt was the lead design engineer for the project improvements that included the addition of indirect left-turns on Ina Road. Matt was responsible for the roadway geometrics, earthwork modeling, pavement drainage analysis and storm drain system design. He coordinated and directed the traffic engineering design including the traffic signal, pavement marking and signing elements.

City of Tucson Kolb Road: Sunrise Drive to Sabino Canyon Road; Tucson, AZ. Matt served as lead roadway and drainage design engineer for the widening of two miles of Kolb Road that added a continuous left-turn lane and paved shoulders suitable for bike use. Improvements included cross drainage culverts, extensive roadway storm drain systems, a new single-lane roundabout, retaining walls, LED roadway lighting at key intersections, and pedestrian and bicycle enhancements.

City of Tucson Mary Ann Cleveland Way/Atterbury Wash Way; Tucson, AZ. Matt served as the project manager responsible for the design, plans, cost estimate, and construction documents for the new traffic signal at this intersection.

Sunrise Drive–Craycroft Road to Kolb Road; Pima County, AZ. Matt served as a design engineer for the reconstruction and widening of two miles of Sunrise Drive and was responsible for analyzing and designing the pavement drainage system including storm drain, sidewalk scuppers, spillways, and roadside ditches.

Tangerine Road DCR, I-10 to La Cañada Dr; Pima County, AZ. Lead Designer. Matt served as Kittelson's project manager for the development of the design concept and preliminary engineering plans for the widening of Tangerine Road from I-10 to La Cañada Drive. Matt provided technical roadway design guidance and oversight for the roadway section between Thornydale Road and La Cañada Drive. Kittelson also led the land-use mapping and access management components of the design concept for the entire 10-mile corridor.

ADOT Avenue E Final Design; San Luis, AZ. Kittelson led development and design for the widening of a two-mile section of Ave. E, which serves the new commercial border crossing in San Luis, Arizona. Matt served as project manager for this federally funded project adjacent to the San Luis II Commercial Port of Entry.

JOEL AMARILLAS, PE

10 YEARS OF EXPERIENCE



Joel has extensive transportation experience having worked on a wide variety of projects in Arizona, California, Oregon, Virginia, and Florida. Joel's primary focus include projects related to roadway design with 3D modeling, traffic signal design, roundabout design, pedestrian/bike infrastructure design, and traffic signal operations. Joel has been the lead designer on several roadway/signal designs which include preparing construction documents and developing cost estimates, as well as being the lead engineer in developing coordinated signal timing plans and assisting during field implementation and fine-tuning.



PROJECT EXPERIENCE

Yavapai County Pioneer Parkway at Commerce Drive; Yavapai County, AZ.

Kittelison provided engineering services for the design of a multilane roundabout at the Pioneer Pkwy/Commerce Dr intersection. Joel analyzed roundabout operations, developed the horizontal and vertical design of the roundabout and led the 3D modeling effort in order to prepare accurate construction plans and cost estimates.

Yavapai County Cornville Rd/Tissaw Rd Roundabout; Yavapai County, AZ.

Kittelison is designing a multilane roundabout, preparing construction documents, and providing post design services on Cornville Road at Tissaw Road in Yavapai County. This will be the first of several roundabouts to be constructed on this corridor as development occurs. Joel has served as Lead Engineer and Designer for this project, preparing 3D models, and coordinating plan production for all disciplines including drainage, lighting, signing, striping, and others.

Town of Gilbert Val Vista Drive and Melrose Street Traffic Signal; Gilbert, AZ.

Kittelison developed final traffic signal plans (PS&E) for the intersection of Val Vista Drive and Melrose Street in the Town of Gilbert. This intersection was previously a two-way stop-controlled intersection. This project involved signal design, signing, striping, ADA ramp design, utility coordination, median reconstruction, and post design services. Joel led the traffic operations analysis, design, and plan production efforts.

Town of Gilbert Townwide WaySync Model; Gilbert, AZ. Kittelison developed a WaySync (formerly TranSync) citywide model which included 190+ signalized intersections owned and operated by the Town of Gilbert to assist in their goal of having a tool to support efforts in assessing traffic signal coordination evaluations and optimizing corridor bandwidths. The development of the citywide WaySync model consisted in using complex excel spreadsheets which organized signal controller outputs for three time-of-day periods (AM, midday, and PM) to create a comprehensive Synchro model, which would then be exported and refined within the WaySync software to create the citywide model.

Town of Gilbert Val Vista Drive and Mercy Intersection Improvements; Gilbert, AZ.

Kittelison is currently preparing final design/PS&E to add capacity improvements to the Val Vista Drive and Mercy Road in Gilbert, AZ. The improvements consist of adding dual left-turn lanes and an additional right turn lane on Mercy Road. The project includes signal modifications, new directional ADA ramps, utility coordination, and getting public input at open houses.

EDUCATION

- BS, Civil Engineering, University of Arizona

LICENSES/CERTIFICATIONS

- Professional Engineer: AZ (#70596)

MAG Gilbert Road and Lindsay Road TSOP; Gilbert, AZ. Joel served as Project Manager for this MAG TSOP project which developed Synchro and TranSync models for two corridors (12 signalized intersections) in the Town of Gilbert. The objective of the project was to evaluate the existing traffic signal timing performance and improve corridor delays and progression, especially at the recently constructed Lindsay Rd & Loop 202 traffic interchange.

MAG Cooper Lindsay & Ray TSOP; Gilbert, AZ. Kittelson conducted a signal optimization study to improve grid coordination along three corridors (Cooper Road, Lindsay Road, and Ray Road) which included 31 signalized intersections in the Town of Gilbert. Synchro and TranSync software was used to assist in implementation and evaluating performance using GPS recordings. Joel served as project manager, coordinated with MAG and Town of Gilbert staff, provided quality assurance for traffic models, and assisted in field reviews and implementation.

MAG Higley Road South TSOP; Gilbert, AZ. Kittelson prepared optimized traffic signal timing plans for 16 signalized intersections along Higley Road and Riggs Road. This project involved coordinating with two agencies (Town of Gilbert and City of Chandler) and coordinating two corridors with one overlapping intersection between corridors. Joel served as the project manager and assisted in the development of timing plans, field reviews, and implementation.

Town of Marana Lon Adams Road Reconstruction; Marana, AZ. Kittelson provided engineering services to the Town of Marana to reconstruct the existing two-lane roadway to include new bike lanes, curb and gutter, sidewalk, ADA curb ramps, updated driveways, lighting, and drainage solutions. Joel led the design of the Lon Adams 3D model, which included horizontal and vertical roadway components, drainage structures, and underground utilities.

City of Tucson ARPA-Funded Sidewalk Package; Tucson, AZ. Kittelson is providing planning and design support to assist the City of Tucson in the installation of pedestrian safety features and sidewalks in areas of the city that were disproportionately impacted by COVID-19. Improvements include sidewalks, curb ramps, and Americans with Disability Act (ADA) accessible driveway crossings along the three locations. Planning and design efforts follow standard City design process and the Tucson Street Design Guide for sidewalk placement and design guidance. Kittelson scope includes project management, engineering design, signal modifications, construction document preparation, public and stakeholder outreach support, and drainage analysis. Kittelson is responsible for all traffic signal and drainage tasks and shares responsibility for design efforts (curb, ramp, sidewalks, driveways) on Benson Highway and Ajo Way. Joel serves as the Kittelson

Project Manager, leading a team of designers in preparing access ramp, sidewalk, driveway, and pedestrian push button plan sheets.

City of Tucson Broadway East Final Design; Tucson, AZ. Kittelson applied an innovative integrated design process to complete the preliminary and final designs for the Broadway Improvement project in Tucson. The project involved widening the roadway to a four-lane divided cross-section with multimodal improvements, significant drainage crossings, water harvesting, and streetscape improvements. Joel designed side street models to tie existing pavement to the mainline and the underground utilities (water and sewer).

Pima County Aerospace Parkway Phase II; Pima County, AZ. Kittelson developed preliminary and final design plans for the widening of a two-mile section of Aerospace Parkway in Pima County. Joel was responsible for designing and developing the horizontal and vertical roadway design of Aerospace Pkwy. This design included tying into a railroad crossing, two signalized intersections, and several large cross-drainage structures.

Pima County Tangerine Road Final Design; Pima County, AZ. Kittelson prepared preliminary engineering, a design concept report, and 30 percent plans for the 10-mile widening of Tangerine Road from west of I-10 to east of La Cañada Drive in Pima County. Joel served as a transportation analyst for this effort, working on various aspects of the final design and preparing construction documents including sewer, utilities, and demolition.

WADE SCARBROUGH, PE

30 YEARS OF EXPERIENCE



Wade routinely performs transportation studies and develops geometric plans for systems ranging from trail crossings to major arterial corridors. He is particularly adept at generating and refining conceptual transportation solutions that safely and seamlessly accommodate all modes, contribute to the quality of the place that is being created/enhanced, and are responsive to design standards and budget realities. His experience includes preparing plan, specification, and cost estimate (PS&E) documents for traffic design elements including roundabouts, traffic signals, intelligent transportation system (ITS) applications, signing & striping, street lighting, and traffic control and detour plans. Throughout his career, Wade has worked collaboratively with agencies to evaluate and implement multimodal transportation enhancements.



PROJECT EXPERIENCE

City of Fairview NE Halsey Road/Fairview Parkway Roundabout; Fairview, OR. Traffic Engineer. For the City of Fairview, Wade oversaw the traffic analysis and conceptual design study for the NE Halsey Rd./Fairview Pkwy. roundabout. Working alongside the City of Fairview staff and Multnomah County staff, he calculated the design year traffic forecasts and developed the recommended lane configuration. He worked collaboratively with City of Fairview staff to review and refine the roundabout layout. He also presented the conceptual design drawings to the Fairview City Council to gain the Council's approval for moving the project into final design.

Deschutes County Powell Butte Highway/Neff Road/Alfalfa Market Road Roundabout; Deschutes County, OR. Project Principal. Wade provided analysis and design oversight for this roundabout on a rural roadway, that was constructed to address safety deficiencies. He prepared roundabout sketch concepts, reviewed analysis and design documents, and developed geometric refinements. The speed management techniques in the design include advance horizontal curvature, cross-sectional changes, dynamic warning signs, illumination, and roadside features. The project involved transitioning driver speeds on rural Powell Butte Hwy. to a speed appropriate for the roundabout. During the final design, Wade oversaw preparation of PS&E documents, which included signing & striping, illumination, and traffic control.

Washington County OR 47/Verboort Road/Purdin Road/David Hill Road Roundabouts; Washington County, OR. Project Principal. Wade peer reviewed the consultant design team during the preliminary and final design of two new single-lane roundabouts in a rural high-speed environment with a history of fatal crashes. The designs featured advance approach curvature, urban cross-sectional features, extended splitter islands, and other treatments to heighten driver awareness and reduce speeds in advance. The first roundabout was constructed in late 2016, and the second roundabout was constructed in 2017.

Washington County NW Bethany Boulevard (Bronson to West Union); Washington County, OR. Project Manager. As the lead traffic engineer, Wade provided traffic engineering throughout the preliminary and final design process. He led the traffic study and development of 3-dimensional design renderings

EDUCATION

- BS, Civil Engineering, University of Idaho

LICENSES/CERTIFICATIONS

- Professional Engineer: CA (#75332), OR (#65552), WA (#48729)

and traffic simulation videos, and he conducted several presentations to County Commissioners and public stakeholder groups. He designed one new ODOT signal, two County signals, and a fiber-optic interconnect system connecting the County system to the ODOT system at the US 26 Interchange. Wade also prepared the LED street lighting design and signing/stripping plans for the corridor.

ACC OP Development, LLC Southern Oregon University Student Housing; Ashland, OR. Project Manager. Wade led the preliminary and final design of this pedestrian enhancement project on Siskiyou Blvd. (OR 99W), which included a unique crosswalk design and signal phasing scheme. The project also involved four signal modifications and six rectangular rapid flash beacon installations along Siskiyou Blvd.

Clackamas County SW Stafford Road/SW Borland Road Roundabout; Clackamas County, OR. Project Manager. Wade managed the preliminary and final design of this multi-lane roundabout. He prepared the initial conceptual design study for Clackamas County and he led the multidisciplinary team that prepared the final construction documents. The project included numerous design complications: steep topography, significant traffic flows to be maintained during construction, and challenging local property owners.

WHPacific Cornell Road Improvements (179th Avenue/Bethany Road); Washington County, OR. Project Manager. Wade provided traffic engineering throughout the preliminary and final design process. He led the traffic study and development of three-dimensional design renderings and traffic simulation videos for several alternatives, including three-lane and five-lane options, and also conducted several presentations to County Commissioners and public stakeholder groups to facilitate the final design-making. As the project continued through final design/construction, he designed one new ODOT signal, two Washington County signals, and a fiber-optic interconnect system connecting the County system to the ODOT system at the US 26 interchange. Wade also prepared the decorative LED street lighting design and signing/stripping plans for the corridor.

Downtown Railroad Quiet Zone; Eugene, OR. To support the City of Eugene with their Railroad Quiet Zone in the downtown area, Wade conducted queuing analyses at six key intersections in proximity to the at-grade crossings. Additionally, he led the preparation of design plans for two signal modifications and street lighting enhancements, as required by Union Pacific Railroad. The effort included preparing updated Railroad Preemption Plans.

Willamette Street/Oak Street 2-Way Conversion; Eugene, OR. Wade led the team that prepared final PS&E documents for signal modifications at Willamette Street/W 18th Avenue. The project included removing the existing

signal and replacing it with all new signal equipment in accordance with current City and PROWAG standards. To expedite construction, the firm assisted the City with pre-ordering the poles and controller equipment. We also prepared interconnect design plans for the new signal.

Clackamas County Damascus Systemic Safety Enhancements; Clackamas County, OR. Project Manager. Wade worked with County staff to implement safety-related signing and pavement marking improvements at various intersections and rural corridors. He also designed a new intersection control beacon at one stop-controlled intersection to address historical safety issues.

City of Milwaukie Lake Road at 34th Avenue Signal Modification; Milwaukie, OR. Project Principal. Wade provided oversight and quality assurance for the design of signal modifications, enhanced pedestrian crossings, and school zone flashing beacons. He also peer reviewed the City's design of multi-modal corridor enhancements.

Clackamas County Ivy Street Pedestrian Improvements; Canby, OR. Project Principal. Wade provided oversight and quality assurance for all traffic engineering elements of the project. He worked closely with Clackamas County and Canby City staff to develop recommendations and design plans for numerous multi-modal enhancements including school crossings, new bike lanes and sidewalks, and a new traffic signal.

Eugene Signal Enhancements; Eugene, OR. Traffic Signal Design Lead. Wade managed the preparation of final PS&E documents for signal modifications at the Beltline Road/OR99 interchange. The improvements include pedestrian crossing enhancements, ADA upgrades, signal and back plate replacements, new radar detection, and controller upgrades at both ramp terminal intersections. Additionally, he led the team that prepared PS&E for an advance queue warning system on the Coburg Road bridge that activates flashing beacons when traffic on the bridge is slow or stopped.



EDUCATION

Bachelor of Science in Surveying Engineering, California State University, Fresno

REGISTRATIONS

*Registered Land Surveyor:
Arizona: (#46278)
California: (#9358)
Nevada: (#16812)
New Mexico: (#23471)*

AFFILIATIONS

Arizona Professional Land Surveyors – Sahuaro Chapter

Patricia Gajda, RLS Project Manager

Patricia has over 28 years of professional experience related to land surveying and right-of-way and is licensed in multiple states. She is responsible for leading and directing all aspects of the Survey Department in Tucson, Arizona. She has experience in boundary, construction staking, preparing legal descriptions and exhibits, records of surveys, design surveys, topographic mapping, right-of-way mapping, ALTA/NSPS land title surveys, and prior rights determination.

RELEVANT EXPERIENCE

Blacklidge Drive Bicycle Boulevard, Tucson, AZ

Provided survey support to Kittelson & Associates, Inc. for the Blacklidge Drive Bicycle Boulevard project. Alta Arizona's role included survey services for the bicycle boulevard project along Blacklidge Drive from Oracle Road to Columbus Boulevard. Tasks included establishing horizontal and vertical control, design survey, locating existing centerline survey monuments, providing detail topographic survey at 5 street intersections, establishing right-of-way lines at five street intersections, legal descriptions and exhibits for right-of-way acquisitions.

Twin Peaks Road Improvement (DR Horton): Provided survey services for approximately 2 miles of Twin Peak Road between Silverbell Road and Quarry Road. Tasks included establishing horizontal and vertical control, design survey, locating existing survey monumentation and establishing right-of-way and property lines, legal descriptions and exhibits for proposed easement and new right-of-way, reviewing title reports and plotting easements, right-of-way plans and setting final right-of-way monumentation.

Planning and Design of Sidewalk Package, City of Tucson, AZ

As part of a larger team, Patricia provided survey services to iSX on this project. The project consisted of the planning and design of sidewalks, curb ramps, and Americans with Disability Act (ADA) accessible driveway crossings along Ajo Way, Benson Highway and Country Club Road. Alta Arizona's role consisted of providing survey services included but not limited to: establishing horizontal and vertical control; research; office calculations; locating all survey monuments along project; right-of-way determination; aerial mapping, setting aerial mapping control; as-built pedestrian ramps; utility and cultural surveys.

City of Tucson On-Call Professional Survey Services

Provided survey services for Proposition 101, Rehabilitation Package 7 and Proposition 411, Rehabilitation Package 2 Neighborhoods. Tasks included locating and referencing survey monuments; cross-section all roads at 50-foot intervals; staking new ADA compliant wheelchair ramps; setting straddlers after pavement for the new survey monuments; stamping the new survey monuments; preparing Records of Survey showing the work performed.



Sherrick Campbell, PE, CFM

Service: Hydrological & Hydraulic Studies & Drainage Design

Years of Experience: 28 (10 with AECOM)

Location: Arizona

Education:

- BS, Civil Engineering, Arizona State University

Registrations:

- Professional Engineer, AZ #34569
- Certified Floodplain Manager, #US-05-01710

Responsibilities: Sherrick provides water resources engineering and drainage analysis and design in support of roadway and drainage infrastructure projects.

Qualifications: Sherrick is a water resources engineer and project manager with nearly 30 years of experience in drainage design and analysis for public- and private-sector clients. His experience includes hydrologic and hydraulic (H&H) analysis of existing and proposed drainage systems in transportation-related settings that include constructed channels and storm water storage basins in highly urbanized and rural settings. He is experienced in the use of two-dimensional (2D) modeling programs, having prepared 2D models for hydraulic and hydrologic (rain on grid) studies, for areas ranging from highly urbanized watersheds to undeveloped alluvial fan systems. His experience also includes preparing forensic flooding analyses and mitigation plans, developing problematic drainage mitigation construction documents, and drainage structure designs, as well as Flood Insurance/Hazard Studies (FIS), Area Drainage Master Studies/Plans (ADMS)/(ADMP), for public agencies, including the Flood Control District of Maricopa County, the Yavapai County Flood Control District, the City of Phoenix, and the City of Scottsdale. As part of many of these projects, he has prepared numerous Conditional Letter of Map Revision and Letter of Map Revision submittal packages. Sherrick is proficient with H&H software, including FLO-2D, HEC-RAS, HEC-1, HEC-2, StormCAD, ArcGIS, and Civil 3D.

PROJECT EXPERIENCE

- Ralston Road at Vekol Wash Drainage Improvements
- US 95, Imperial Dam Road Widening
- US 60 (Grand Avenue)/35th Avenue/Indian School Road TI
- NMDOT, US 82 Lovington, NM Floodplain Mapping Revision Application
- ADOT, North-South Segment 1 Tier 2 EIS/DCR
- MCDOT, Bethany Home Road at Citrus Road SDR
- Navajo Housing Authority, Kaibeto Sewer Main and Lagoon Floodplain Study



Name: Matt Bondy, PE

About Matt:

- Project manager or senior roadway designer for MCDOT scoping assessment and final design projects
- Experienced on urban and rural roadway design and planning projects, including alternative development and evaluation, preliminary and final design, geometric design, cost estimating, PS&E preparation, and stakeholder coordination
- Experienced with MCDOT guidelines, standards and policies including the current MCDOT Project Development Manual

Years of Experience: 20 (20 with AECOM)

Location: Phoenix, AZ

Education:

- MS, Civil Engineering, Wayne State University
- BS, Civil Engineering, Michigan State University

Professional Training:

- Project Management Bootcamp
- Advanced Strategic Project Management

Other Professional Qualifications:

- Professional Engineer, AZ #49520

Project Manager, Litchfield Road, Northern Parkway to Peoria Avenue, Maricopa County/Surprise, AZ, MCDOT. Matt managed the development of this scoping document. AECOM prepared an SDR and 30% plans to upgrade the existing two-lane Litchfield Road to a four-lane roadway section with curb and gutter, sidewalk, bicycle lanes, continuous two-way left-turn lane, drainage basins, and intersection improvements at Olive Avenue and Peoria Avenue. Matt was responsible for the contract budget, scope, and schedule, as well as direct coordination with the MCDOT project manager, design team, and stakeholders, which includes the City of Surprise.

Project Manager, Sun Lakes Pavement Rehabilitation, Units 1-10 and 41, Maricopa County, AZ, MCDOT. Matt managed this project that consisted of pavement rehabilitation of the roadways within the Sun Lakes Country Club. Work included furnishing and placing of pavement, asphalt milling, concrete valley gutter, sidewalk ramps, and pavement markings. The scope of work included utility, right-of-way, and environmental clearances, and final construction documents.

Project Manager, 96th Street University to Brown Overlay, Maricopa County/Mesa, AZ, MCDOT. Matt managed the development of a scoping design report and final design for this pavement preservation project. Work included mill and overlay of the existing pavement, signing and pavement markings, and ADA curb ramp improvements. Coordination was required with the City of Mesa and local utility agencies. Matt's team accelerated the design schedule by skipping the 95% design to use newly available construction funding. The SDR was completed on schedule and on budget.

Project Manager, Lower Buckeye Road, 71st Avenue to 67th Avenue, Maricopa County, AZ, MCDOT. Matt served as project manager and lead roadway engineer for this project that included the preparation of an SDR and final design for the widening of Lower Buckeye Road from an existing two-lane facility to a four-lane facility. As part of the scoping assessment, several alternatives were evaluated with respect to safety, right-of-way, and construction costs. Proposed improvements included roadway widening, curb and gutter, sidewalk, sidewalk ramps, Americans with Disabilities Act (ADA) improvements, driveways, bike lanes, pavement markings, signing, lighting and drainage elements. Recommendations from the SDR were carried forward into the final design and construction.

Name: Kate Bondy, PE, PTOE

About Kate:

- Leads performance-based corridor and regional plans, alternative selection reports, project assessments, feasibility studies, corridor studies, traffic studies, traffic circulation plans, traffic impact analyses, and transportation master plans
- Experienced in transportation planning, traffic design, access management, traffic operations, and engineering studies
- Brings more than 10 years of experience working with MCDOT on both planning and final design projects
- Brings extensive expertise in stakeholder engagement, scenario and performance-based planning

Years of Experience: 22 (22 with AECOM)

Location: Phoenix, AZ

Education:

- BS, Civil Engineering, Arizona State University

Professional Training:

- Project Management Bootcamp
- Advanced Strategic Project Management
- ACEC LEAP 2011, Synchro, Sidra, HCS, Rodel, Various Roundabout Training Seminars

Other Professional Qualifications:

- Professional Engineer AZ #45815, 2007
- Professional Traffic Operations Engineer #3160, 2011

Relevant Projects

Project Manager, Deer Valley Road Roundabout Feasibility Study, Maricopa County/Peoria, AZ, MCDOT.

This study evaluated the feasibility of roundabout intersections along Deer Valley Road at the intersections of 117th and 109th Avenues. The project evaluated the ROW, utility, and operational impacts within evaluation matrices to make recommendations. Various roundabout concepts were developed for each intersection. Challenges to this effort included the development of multiple alternatives and balancing impacts/benefits suitable for all stakeholders. Kate managed the study and performed the evaluation of the operational analysis of the roundabouts and signals, which was performed using the Sidra roundabout analyzing software and Synchro, respectively.

Traffic Lead, 96th Street University to Brown Overlay, Maricopa County/Mesa, AZ, MCDOT. The project included the development of an SDR and final design for a pavement preservation project. Coordination was required with MCDOT design groups, local utility agencies, and the City of Mesa. The scope of work included an SDR and final construction documents. The SDR was completed on schedule and on budget. Kate was responsible for the pavement marking and signing design and plans.

Traffic Lead, Sun Lakes Pavement Rehabilitation, Units 1-10 and 41, Maricopa County, AZ, MCDOT. The project consists of pavement rehabilitation of the roadways within the Sun Lakes Country Club. Work includes furnishing and placing of pavement, asphalt milling, concrete valley gutter, sidewalk ramps, and pavement markings. The scope of work includes utility, ROW, and environmental clearances, and final construction documents. Kate was responsible for pavement marking, sequencing design, and signal improvements design and plan production.

Traffic Lead, Ironwood Drive Safety Improvements, Pinal County, AZ. This project consisted of developing a final scoping document and final design to enhance safety features along the 5-mile segment of Ironwood Drive from Germann Road to Elliot Road. Major safety improvements included shoulder widening from 2 feet to 12 feet, median cable barrier, new right/left turn lanes at access points, and flatter slopes (6:1). Kate was responsible for the median warrant study and safety analysis.

APPENDIX C - ACKNOWLEDGEMENT OF RFP ADDENDA



ACKNOWLEDGMENT OF RFP ADDENDA

Kittelson & Associates, Inc. hereby acknowledges receipt and review of all addenda issued as part of this RFP and confirm that our response reflects the requirements and clarifications contained therein.



Vamshi Yellisetty, AICP, PTP

Project Principal

602-541-4358 | vyellisetty@kittelson.com

Town of Chino Valley
Rate Schedule
As of April 2026

Classification	Hourly Billing Rate*
Senior Project Manager	\$343.55
Principal	\$294.26
Project Manager	\$268.09
Senior Engineer/Planner	\$221.40
Engineer/Planner	\$177.65
Transportation Analyst	\$152.82
Technician I	\$117.98
Technician II	\$138.18
Senior Technician	\$167.31
Associate Technician	\$212.21
Office Support	\$113.31
Data Analyst / Software Technician	\$162.29
Senior Data Scientist/Developer	\$266.33

**Not-to-exceed classification rates by category are shown above. These rates were developed using Kittelson's audited overhead rate of 207.16%, 10% profit, and escalated to cover the duration of the project. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.*

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LYON ENGINEERING & SURVEYING**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Lyon Engineering & Surveying, Inc., an Arizona corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on-call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for civil engineering services as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Lyon Engineering & Surveying, Inc. 2971 Willow Creek Road Building #2 Prescott, AZ 86301 Attn: Scott Lyon

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to

inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
INC.,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

LYON ENGINEERING & SURVEYING,
an Arizona corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LYON ENGINEERING & SURVEYING

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LYON ENGINEERING & SURVEYING

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LYON ENGINEERING & SURVEYING

[Fee Proposal]

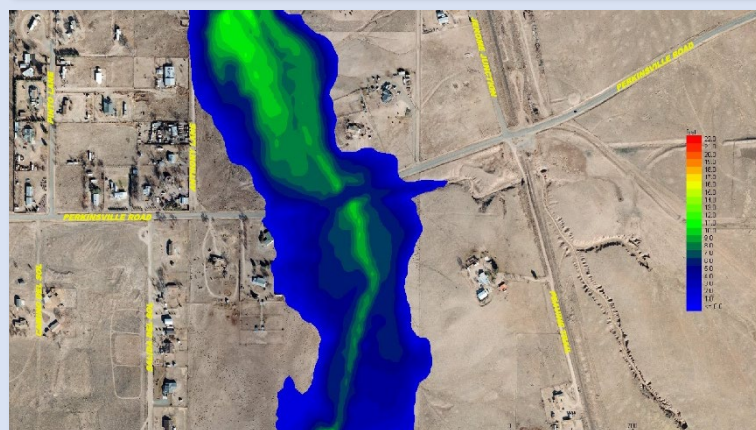
See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LYON ENGINEERING & SURVEYING

[Work Authorizations]

See following page(s) (to be attached after execution).

**TOWN OF CHINO VALLEY, ARIZONA
STATEMENT OF QUALIFICATIONS FOR
FY 2026 ON-CALL PROFESSIONAL SERVICES**



Lyon Engineering & Surveying, Inc.
2971 Willow Creek Road
Building #2
Prescott, AZ 86301
(928) 776-1750
www.lyonengineering.com





TOWN OF CHINO VALLEY
RFQ – FY 2026 ON-CALL PROFESSIONAL SERVICES



December 2025

Town Clerk
202 North State Route 89
Chino Valley, AZ 86323

Re: Statement of Qualifications – FY 2026 On-Call Professional Services (Civil Engineering)

Dear Selection Committee Members:

Lyon Engineering & Surveying, Inc. (LE) is pleased to submit this Statement of Qualifications in response to the Town of Chino Valley's Request for Statements of Qualifications for FY 2026 On-Call Professional Services, Civil Engineering category. LE has proudly supported the Town of Chino Valley for many years, and we welcome the opportunity to continue providing responsive, practical, and high-quality civil engineering services in support of the Town's infrastructure needs.

LE is an Arizona-based civil engineering and land surveying firm established in Prescott in 1995. Our firm has nearly three decades of experience providing municipal engineering services throughout Yavapai County, including extensive work within the Town of Chino Valley involving water, wastewater, drainage, roadway, and surveying projects. Our familiarity with Town standards, infrastructure systems, and coordination processes allows us to efficiently support Town staff and deliver constructible solutions that meet project goals and schedules.

Our team is comprised of Arizona-licensed Professional Engineers and Registered Land Surveyors who are directly involved in all aspects of project delivery. LE provides fully integrated civil engineering, surveying, and aerial drone mapping services, allowing us to support on-call assignments with accurate base mapping, efficient data collection, and seamless coordination between disciplines. This integrated approach reduces risk, improves efficiency, and enhances the quality of final construction documents.

The Town stands to benefit from LE's selection in the following ways:

- Proven history of successful collaboration with Town staff
- Extensive experience with Chino Valley water, wastewater, drainage, and roadway systems
- Integrated civil engineering, surveying, and aerial drone capabilities
- Direct involvement of the Engineer of Record throughout project delivery
- A reputation for timely, accurate, and constructible plan production

LE has included one bound hard copy of our Statement of Qualifications and one digital copy on a thumb drive, in accordance with the RSOQ requirements, and acknowledges receipt of all issued addenda.

Thank you for the opportunity to submit our qualifications. We appreciate the time and consideration of the selection committee and look forward to the opportunity to continue serving the Town of Chino Valley.

Sincerely,

Scott Lyon, P.E., R.L.S.
President
Lyon Engineering & Surveying, Inc.



TOWN OF CHINO VALLEY
RFQ – FY 2026 ON-CALL PROFESSIONAL SERVICES



SECTION 1 – GENERAL INFORMATION

Lyon Engineering & Surveying, Inc. (LE) is an Arizona-based civil engineering and land surveying firm established in Prescott in 1995. LE has provided continuous professional services to municipalities, special districts, and private clients throughout Yavapai County for over three decades, including extensive work within the Town of Chino Valley.

LE is an Arizona corporation in good standing and is authorized to conduct business in the State of Arizona. All engineering services are performed under the direct supervision of Arizona-licensed Professional Engineers, and all survey services are performed under the supervision of Arizona Registered Land Surveyors.

Primary Contact:

Scott Lyon, P.E., R.L.S. – President
Lyon Engineering & Surveying, Inc.
2971 Willow Creek Road, Building 2
Prescott, AZ 86301
(928) 776-1750

SECTION 2 – EXPERIENCE AND QUALIFICATIONS

LE has extensive experience providing on-call civil engineering services for public agencies requiring timely response, flexibility in staffing, and consistent technical quality, supported by fully integrated in-house land surveying and aerial data collection capabilities. In addition to civil design, LE routinely provides boundary, topographic, ALTA/NSPS, utility, construction staking, and as-built surveys, as well as aerial drone mapping and photogrammetry performed by FAA Part 107–licensed pilots. LE utilizes unmanned aerial systems (sUAS) to efficiently collect high-resolution orthophotography, three-dimensional surface models, and accurate topographic data for large corridors, drainage basins, utility alignments, and constrained sites where traditional survey methods are less

efficient. These drone-based datasets are integrated directly into LE’s civil design workflows to support planning, design, and construction. Our municipal on-call services include water and wastewater infrastructure design, drainage and flood control analysis, roadway and transportation improvements, plan review, cost estimating, construction support, and the survey, mapping, and aerial data services necessary to deliver accurate, constructible documents.

LE’s long-standing working relationship with the Town of Chino Valley provides institutional knowledge of Town standards, infrastructure systems, historical drainage challenges, and coordination processes with Yavapai County Flood Control District (YCFCD), ADOT, and regulatory agencies. This familiarity allows LE to efficiently support Town staff and minimize project delivery time.

Representative Municipal Clients Include:

- Town of Chino Valley
- City of Prescott
- Town of Prescott Valley
- Yavapai County Public Works
- Yavapai County Flood Control District
- Town of Camp Verde

Municipal Clients References:

- City of Prescott, 928-777-1130
 - Gwen Rowitsch, Public Works Director
 - Tim Sherwood, Capital Program Manager
 - Ben Burns,
- Town of Prescott Valley, 928-759-3070
 - Heather Ruder, Public Works Director
 - John Liteer, P.E., Town Engineer
 - Jon Leyba, P.E., Project Manager/Engineer



- Yavapai County Public Works, 928-771-3183
 - Roger McCormick, P.E., Director
 - Chris Steele, P.E., PTOE, Assistant Director
- Yavapai County Flood Control District, 928-771-3197
 - Lynn Whitman, P.E., CFM, Director
- Town of Camp Verde
 - Jeff Low, former Director of Utilities Town of Camp Verde, currently Utilities Director at City of Safford, 928-432-4201

SECTION 3 – SELECTED PROJECT EXPERIENCE

A. Representative Projects (Past 60 Months)

Wastewater Projects:

City of Prescott – Sundog Wastewater Trunk Main, Phase C3

LE is providing civil engineering design services for the Sundog Trunk Main Phase C3 project, consisting of over 0.5 miles of 24-inch gravity sewer and more than 5 miles of 14-inch sewer force main through central Prescott. The project includes replacement of undersized mains, design of a new lift station, extensive utility potholing, detailed survey control, and coordination with City staff, utility providers, and private stakeholders. LE's integrated survey team supported alignment development, conflict resolution, and preparation of design-accurate base mapping.

City of Prescott – Airport Trunk Main Improvements (Phases 1 & 2)

LE provided engineering and survey support for multiple phases of the Airport Trunk Main project, including large-diameter wastewater conveyance, deep excavations, and

coordination with ADOT and Yavapai County. Survey services included base mapping, right-of-way verification, easement exhibits, and construction staking.

City of Prescott – Airport Ruger Sewer Improvements

LE provided civil engineering design and construction support services for wastewater main improvements serving the Airport and Ruger Road area. The project required detailed survey, utility coordination, and evaluation of bypass pumping and phasing to maintain continuous service within a constrained corridor. LE prepared construction documents under tight scheduling constraints to support timely delivery of the improvements.

City of Prescott – N. Highway 89A Sewer and Force Main Improvements

LE designed sewer and force main improvements along the Highway 89A corridor, requiring extensive coordination with roadway design, drainage facilities, and existing utilities. Survey and aerial mapping were utilized to verify existing grades and minimize conflicts.

Water Projects:

City of Prescott – Intermediate Pump Station (IPS) Off-Site Water Main Improvements

LE designed multiple phases of large-diameter water main extensions to serve the IPS and associated storage facilities. Services included survey control, utility potholing coordination, construction staking, inspection support, and preparation of record drawings.



Town of Camp Verde – On-Call Water System Improvements

As an on-call consultant to the Town of Camp Verde, LE has completed multiple water system projects, including main water replacements, system extensions, and coordination with existing distribution infrastructure. Survey data was integrated into design to ensure accurate alignment and minimize construction impacts.

City of Prescott – Chino Valley Piping Reconfiguration Project

LE provided civil engineering design services for a multi-stage water system reconfiguration at the City of Prescott's Chino Valley Water Production Facility to separate water delivery and domestic distribution systems. Work included new valve installations, selective reconnections of active mains, design of water main bypass extensions along Mahan and Merritt Streets, and installation of new 12-inch and 24-inch water mains within the production yard. LE also prepared aerial exhibits and system diagrams used for coordination with ADEQ while maintaining uninterrupted water service.

City of Prescott – Sundog Ranch Road Water Line Upsizing

LE provided civil engineering design services for the upsizing of over one mile of water main along Sundog Ranch Road to improve fire flow and domestic service for the Yavapai Prescott Indian Tribe and the Yavapai County Jail Facility. The project replaced existing 6-inch and 8-inch mains with a new 12-inch water main and required coordination with multiple utility crossings, including sewer force mains, effluent mains, and drainage infrastructure. LE also incorporated drainage improvements previously identified by the City along the corridor.

Drainage and Flood Control Projects:

City of Prescott – Dexter Neighborhood Drainage Improvements

LE designed localized drainage mitigation improvements to address recurring flooding in established neighborhoods. Services included detailed survey, drainage modeling, public coordination, and phased construction planning.

Town of Prescott Valley – Viewpoint Drive Wash Channel Improvements

LE provided drainage design and survey services for wash channelization and flood mitigation improvements. The project required coordination with adjacent property owners, Yavapai County Flood Control District and FEMA.

Yavapai County Flood Control District – Regional Drainage Mitigation Projects

LE has completed multiple flood control and drainage improvement projects funded by YCFCD, including channel improvements, bank protection, and floodplain revisions. Survey and engineering services were fully integrated to support design and permitting.

Yavapai County Flood Control District – Lonesome Valley Regional Drainage & Flood Hazard Mitigation Study

LE is providing hydrologic and hydraulic analysis and flood mitigation planning for an approximately 13-square-mile area north of SR 89A within Yavapai County. The FEMA / DEMA HMGP-funded study evaluates runoff from steep undeveloped terrain contributing to flooding, erosion, and sedimentation, including flows toward Coyote Wash (FEMA Zone A) and the Verde River watershed. The project will prioritize mitigation alternatives and advance the top three



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ranked projects to preliminary 30% design to support future regulation, capital planning, and grant funding.

Yavapai County Flood Control District – Drainage Design Manual (DDM) Update

LE is leading a comprehensive update of the Yavapai County Drainage Design Manual, last adopted in 2015, under a FEMA / DEMA BRIC-funded program. The effort modernizes drainage criteria to reflect current design practices, FEMA guidance, ASCE 24-24, ADWR standards, and evolving local development conditions. The update emphasizes consistency between County and municipal policies, addresses drainage challenges associated with unregulated lot splits, and establishes regionally applicable criteria through stakeholder workshops, public outreach, and interagency coordination.

Transportation Projects:

Town of Chino Valley – FY2025 Street Improvements (Reed Road)

LE provided civil engineering services for approximately 8,000 linear feet of pavement rehabilitation along Reed Road from Road 1 North to Road 3 North. Services included topographic survey, preparation of plan and profile sheets with cross-sections and standard details, and development of construction cost estimates and special provisions for public bidding. The project was designed as a pavement replacement within existing roadway limits¹.

City of Prescott – Corsair Avenue Extension

LE provided civil engineering design, construction inspection, testing, and project administration for approximately 0.5 miles of new roadway connecting Corsair Avenue to

Wilkinson Drive. The project consists of a two-lane commercial collector roadway with a center turn lane and a single-lane roundabout, and included significant coordination with existing utilities and overhead infrastructure. Design challenges included relocation of APS overhead power lines, water main relocations and extensions, and extensive drainage improvements within a constrained corridor. A key design element was development of precise roundabout grading to accommodate lowboy trailer movements with as little as three inches of clearance over spans up to 50 feet, requiring careful vertical geometry analysis and constructability coordination. LE's design balanced vehicle operational needs, utility constraints, and long-term roadway performance to deliver a functional and durable transportation improvement.

Town of Prescott Valley / Yavapai County – Sunset Lane Improvement Project

LE completed the design of approximately 4,550 feet of roadway widening and reconstruction along Sunset Lane, including surface drainage improvements, underground storm drain systems, new wastewater and water infrastructure, utility relocations, and roadway widening to accommodate sidewalks and a continuous center two-way left-turn lane. The project required close coordination with Prescott Valley, Yavapai County, and extensive public outreach, including community open house meetings organized and facilitated by LE.

Yavapai County Public Works – Williamson Valley Road Phase 4 Safety Improvement Project

LE provided engineering and surveying services for approximately 0.75 miles of safety improvements along Williamson Valley Road from Bridle Path Road to Love Lane. The project includes right-turn lanes, improved intersection



alignments, and a center left-turn lane, with all grading and improvements designed to remain within existing Yavapai County right-of-way. The work supports improved traffic safety and operational efficiency along this rural roadway corridor.

Yavapai County Public Works – Prescott East Highway Sidewalk Improvements

LE is currently providing field survey and final design services for approximately 7,674 linear feet of sidewalk and roadway edge improvements along Prescott East Highway and Antelope Lane. The project includes sidewalk and ribbon curb installation, drainage channel improvements, pavement removal and replacement, driveway adjustments, utility and mailbox relocations, and signing and striping. LE is also supporting pre-bid and bid phase activities, with limited construction-phase support anticipated, to deliver a complete and constructible project.

Land Survey Projects:

Town of Chino Valley – Bright Star PFAS Well Treatment Survey and Mapping

LE is currently providing boundary, ALTA, topographic, and as-built surveying, including aerial drone-based site mapping, to support ongoing well treatment improvements at the Bright Star site. Services include preparation of a Record of Survey, legal descriptions for a proposed lot split, establishment of an NAVD88 vertical benchmark, and detailed mapping of utilities, wells, tanks, piping, and site features. Drone-derived orthophotography and surface data are integrated with ground survey to provide an accurate base for permitting, design, and future water infrastructure improvements.

Town of Chino Valley – Chino Valley Cemetery ALTA/NSPS Land Title Survey

LE provided an ALTA/NSPS Land Title Survey for the Chino Valley Cemetery in accordance with the 2021 ALTA/NSPS Standards to support title insurance and municipal property due diligence. Services included depiction of boundary lines, recorded easements and rights-of-way, and observable site improvements. Aerial drone mapping was utilized to supplement ground survey, providing high-resolution orthophotography to efficiently document existing conditions and enhance mapping accuracy for future planning and property management.

City of Prescott – ALTA, Topographic, and Utility Surveys for Capital Improvement Projects

LE has completed numerous ALTA and topographic surveys in support of City capital projects, including utility upgrades, roadway improvements, and drainage projects. Survey deliverables were used directly for engineering design and construction.

B. Additional Chino Valley Experience (Legacy Projects, Over 60 Months)

The following projects demonstrate LE's long-standing familiarity with Chino Valley infrastructure and standards. Detailed narratives are intentionally limited due to their legacy status.

Road 2 North Widening at Santa Cruz Wash

LE provided civil engineering and floodplain services for roadway widening and drainage improvements at the Road 2 North crossing of Santa Cruz Wash. Services included detailed hydrologic and hydraulic analysis, floodplain modeling, and preparation of FEMA CLOMR and LOMR submittals. LE coordinated closely with the Town to develop a constructible roadway and



drainage solution that minimized flood and property impacts while maintaining roadway capacity. The project required careful integration of roadway design, drainage structures, and utility accommodations within a constrained corridor.

Area Drainage Master Study (ADMS)

LE completed a comprehensive Area Drainage Master Study for the Town of Chino Valley utilizing FLO-2D modeling to evaluate existing and future flood hazards across the community. The study analyzed numerous drainage basins and miles of washes, identified areas prone to flooding, and prioritized capital improvement projects to mitigate flood risk. The ADMS has been used by the Town as a long-range planning tool to support development review, grant applications, and capital improvement programming.

Bright Star Water System Improvements

LE provided engineering and system modeling services for the Bright Star water system, including the design of a storage tank, booster station, and associated water distribution improvements. The project required evaluation of existing system capacity, coordination with future growth projections, and development of infrastructure improvements to ensure reliable water service and adequate fire flow. LE's work supported both immediate system needs and long-term planning objectives for the area.

Chino Meadows Regional Channel Improvements

LE provided drainage engineering and flood mitigation services for the Chino Meadows area, including analysis and design of regional channel improvements. Services included hydrologic and hydraulic modeling, survey coordination, and preparation of construction

documents to reduce flood risk to adjacent properties. The project required coordination with property owners, the Town, and Yavapai County Flood Control District and contributed to improved flood conveyance and public safety within the drainage corridor.

Water Rate Study and System Modeling

Leveraging LE's extensive familiarity with the Town's existing and planned water infrastructure, LE served as a sub-consultant to model three future water service zones encompassing approximately 280 miles of proposed water infrastructure across the full Town limits. Working closely with the Town Engineer and the prime consultant, LE developed system-wide hydraulic models to evaluate future demands, establish required transmission main sizing, and identify critical system segments necessary to support long-term growth and capital planning.

Water Design Concept Report (Transmission Main Alignment Study)

LE prepared a comprehensive water design concept report evaluating multiple alignment alternatives for large-diameter transmission mains extending from the Town's Garlic Ranch well field in Paulden to several proposed storage tank sites within Town limits. Three primary alignment alternatives were analyzed, each averaging approximately 11 miles in length. The study evaluated horizontal and vertical profiles, potential tank and booster station locations, constructability considerations, and easement acquisition requirements. Completed under a limited budget and accelerated schedule, this study provided the basis for Town-initiated easement acquisition efforts and long-range cost projections.



Future Water & Sewer Expansion Areas Analysis (Parts 1 and 2)

LE was retained by the Town to evaluate future water and wastewater expansion areas using Yavapai County GIS data as a base and incorporating existing and proposed utility infrastructure within Town limits. LE identified six potential expansion areas and prepared detailed mapping and preliminary cost estimates for required water and sewer improvements. Part 2 of the analysis re-evaluated all expansion areas under an alternative scenario assuming acquisition of the City of Prescott domestic water system. All mapping, infrastructure assumptions, and cost estimates were updated accordingly to support Town planning and decision-making.

Highlands Ranch to Chino Town Center Sewer Main Extension

LE provided design, surveying, and construction support services for approximately one mile of 18-inch sewer main extending from the Highlands Ranch subdivision to the Chino Town Center area. The sewer alignment followed existing public roadways, including Road 1 East, Center Street, and Tonto Drive, and was delivered as part of a reimbursement district requiring public bidding in accordance with State statutes. LE also provided construction staking, testing, and construction administration services.

Center Street Sewer Main Extension

LE provided engineering services for the design of approximately 6,100 linear feet of 12-inch sewer main extending from an existing stub at the Center Street and State Route 89 intersection to the Mollie Rae subdivision. The project required coordination within existing roadway corridors and accommodation of multiple utility crossings. LE's work supported

future development and improved wastewater conveyance capacity in the area.

SECTION 4 – STAFF EXPERIENCE, CAPABILITIES, AND ASSIGNMENTS

LE assigns senior engineering staff directly to on-call projects, providing Town staff direct access to decision-makers throughout project delivery.

Project Manager:

Scott A. Lyon, P.E., R.L.S. – President

Key Staff:

Rich Poynor, P.E. – Vice President

Kevin Horton, P.E., CFM – Vice President

Brian Bucholtz, P.E., CFM – Drainage and Floodplain Specialist

Jody Stone, R.L.S. – Survey Manager

Dustin Hailpern – Project Engineer

Ramon Aguilar – Project Engineer

George Hotchkiss – Project Engineer

Water Engineering

LE's water engineering staff has extensive experience in the planning, design, and construction support of municipal water distribution, transmission, storage, and booster pump systems. Water-related services routinely provided by LE include system modeling, fire flow analysis, water main alignment and sizing, storage tank and booster station design, and coordination with existing distribution infrastructure. LE's engineers are well versed in ADEQ requirements and understand the operational constraints associated with maintaining water service during construction.

Recent water projects have required close coordination with Town and City operations staff to sequence shutdowns, design temporary



bypass systems, and minimize impacts to customers. LE's integrated survey and potholing capabilities support accurate utility placement and reduce the risk of conflicts during construction. This practical, operations-oriented approach allows LE to deliver water infrastructure projects that are reliable, constructible, and cost-effective.

Wastewater Engineering

LE provides comprehensive wastewater engineering services, including gravity sewer and force main design, lift station evaluation and design, capacity analysis, and master planning. Our wastewater projects often involve constrained urban corridors, deep excavations, existing utility conflicts, and the need for continuous service. LE's engineers routinely coordinate bypass pumping strategies, construction phasing, and stakeholder communication to maintain system reliability.

Survey and aerial mapping are frequently integrated into wastewater projects to establish accurate grades, verify existing infrastructure, and support detailed design. LE's experience with large-diameter trunk mains and phased system upgrades enables the Town to confidently address both short-term improvements and long-term system needs.

Drainage and Flood Control

LE's drainage and flood control team specializes in hydrologic and hydraulic analysis, floodplain management, and the design of drainage infrastructure ranging from localized neighborhood improvements to regional flood control projects. LE regularly performs FEMA floodplain studies, CLOMR and LOMR submittals, and coordination with the Yavapai County Flood Control District.

Drainage projects benefit from LE's strong integration of survey data, field verification, and modeling to ensure that proposed improvements accurately reflect existing conditions. Our engineers focus on developing solutions that reduce flood risk, are compatible with surrounding development, and can be constructed within limited right-of-way and budgetary constraints.

Survey and Mapping Support

LE's in-house surveying team provides boundary, topographic, ALTA, utility, and construction surveys in direct support of civil engineering projects. Having survey services available internally allows LE to respond quickly to on-call requests, verify existing conditions early, and maintain consistency between survey data and engineering design.

Survey services frequently include aerial mapping and drone surveys to support large corridor projects, drainage studies, and utility alignments. LE operates FAA Part 107–certified unmanned aerial systems (sUAS) and integrates drone-derived orthophotography and three-dimensional surface models with ground survey control to achieve survey-grade accuracy. These tools improve efficiency, enhance design accuracy, reduce overall project schedules, and provide a reliable pre-construction record that supports planning, design, and review efforts. Resumes and licensure information for key staff are included in the appendices.

Lyon Engineering would be an ideal choice for Town of Chino Valley projects. We believe the following items give us a distinct advantage over other firms:

- Exceptional working relationship with Town staff on public and private sector projects
- Local engineering knowledge and thorough understanding of the design



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challenges inherent in Chino Valley terrain and neighborhoods

- Our office is located in north Prescott, approximately 20 minutes from Chino Valley, allowing rapid response time for meetings and field coordination
- Multiple previous large and small stormwater designs within the County
- Excellent reputation with Town staff
- Experience dealing with concerned residents and in making neighborhood presentations
- Ability to “run with the ball” on Town projects requiring minimal direction and management from Town staff
- We take pride in our work and strive to prepare detailed, error free, and easy to follow construction documents

Subconsultants and Anticipated Scope of Subconsultant Services

As the lead firm, LE will provide the design, land surveying and construction support for the on-call *Projects* in-house. After initial scoping discussions, we foresee potential added benefit in including subconsultant specialists to the design team. We have worked closely with the subconsultants listed below and maintain full confidence in their abilities to add to our team’s success. Additional specialty services will be provided by the following subconsultants:

- **Engineering & Testing Consultants (ETC)**
Contact: Rick Kelley, P.E., 928-778-9001
Specialty: Geotechnical analysis and design, and post-design quality assurance services
- **Beta Public Relations (BetaPr)**
Contact: Conner Cassens, 928-440-5080
Specialty: Public relations and outreach services

➤ **T2 Utility Engineers**

Contact: James Mueller, 602-977-8076

Specialty: Existing utility locating and potholing

➤ **Core Structure Group**

Contact: Jacob Vinton, P.E., 928-899-8696

Specialty: Structural analysis and design, and post-design quality assurance services

➤ **Lee Engineering**

Contact: Paul Guzek, P.E., 602-955-7206

Specialty: Traffic engineering and transportation planning services

➤ **Biozone Inc.**

Contact: Archie Dickey, 928-541-1266

Specialty: Environmental, archeological, and biological assessments and services

SECTION 5 – PROJECT UNDERSTANDING AND APPROACH

LE understands that the Town of Chino Valley relies on its on-call civil engineering consultants to function as an extension of Town staff. The Town’s projects often require rapid response, clear communication, and practical engineering solutions that can be implemented efficiently while maintaining compliance with Town standards and applicable regulatory requirements.

LE’s on-call approach emphasizes early coordination with Town Engineering, Public Works, and Utilities staff to clearly define project goals, constraints, and anticipated challenges. Upon task authorization, LE conducts an internal kickoff meeting to confirm scope, schedule, staffing, and deliverables. The assigned Project Manager serves as the single point of contact and is responsible for coordinating all technical

During project development, LE prioritizes early identification of critical constraints such as existing utilities, right-of-way limitations, drainage conflicts, floodplain impacts, and



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construction sequencing challenges. Our in-house survey and drone capabilities are frequently utilized early in the process to establish accurate base mapping and verify existing conditions, allowing engineering decisions to be made with confidence and reducing the likelihood of costly revisions later in design or construction.

LE maintains open and proactive communication with Town staff throughout all phases of work. Progress updates are provided at key milestones, and interim exhibits or working drawings are shared as needed to facilitate discussion and decision-making. This collaborative approach allows issues to be resolved efficiently and ensures that final construction documents accurately reflect Town expectations

SECTION 6 – QUALITY ASSURANCE AND QUALITY CONTROL

Quality assurance and quality control (QA/QC) are integral components of LE's project delivery process and are applied consistently across all on-call assignments. LE's QA/QC program is designed to ensure technical accuracy, constructability, regulatory compliance, and consistency with Town standards.

Each project is overseen by a designated Engineer of Record who remains directly involved throughout design and document preparation. Design calculations, reports, and plan sets are reviewed internally by senior engineering staff prior to submittal. This review process focuses on verifying assumptions, confirming design criteria, checking quantities and details, and identifying potential constructability or coordination issues.

LE places particular emphasis on constructability reviews for utility and roadway projects. These reviews consider contractor access, sequencing, maintenance of traffic,

utility conflicts, and long-term operation and maintenance needs. Survey data and field verification are incorporated into the QA/QC process to ensure that design documents accurately reflect existing conditions.

By maintaining a rigorous QA/QC program and hands-on involvement by senior staff, LE minimizes design errors, reduces change orders during construction, and delivers reliable, high-quality documents for the Town.

SECTION 7 – VALUE TO THE TOWN OF CHINO VALLEY

Lyon Engineering & Surveying brings exceptional value to the Town of Chino Valley through a combination of long-standing local experience, integrated civil and survey services, and direct involvement by senior engineering staff. Our familiarity with Town infrastructure, standards, and historical projects allows us to quickly understand project context and deliver solutions that are both practical and cost-effective.

LE's integrated engineering and surveying capabilities reduce coordination challenges and streamline project delivery. Having survey, drone, drainage, and civil design services available in-house allows LE to respond quickly to on-call requests, verify field conditions efficiently, and provide accurate design documents that minimize risk during construction.

The Town benefits from LE's proven ability to manage multiple concurrent task orders while maintaining responsiveness and clear communication. Our team is accustomed to working closely with Town staff, utility providers, regulatory agencies, and the public to achieve successful outcomes. This collaborative approach, combined with nearly three decades of municipal experience in the region, positions LE as a trusted and reliable partner for the Town of Chino Valley's civil engineering needs.

SECTION A**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT****PART 3. VENDOR INFORMATION FORM**

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact

<u>Lyon Engineering & Surveying, Inc.</u>	<u>Scott Lyon, P.E., R.L.S.</u>
<u>Vendor Submitting SOQ</u>	<u>Name</u>
<u>07457004</u>	<u>President</u>
<u>Arizona Corporation Commission File No.</u>	<u>Title</u>
<u>86-0786985</u>	<u>928-776-1750</u>
<u>Federal Tax ID No.</u>	<u>Phone</u>
<u>2971 Willow Creek Road, Building #2</u>	<u>n/a</u>
<u>Address</u>	<u>Fax</u>
<u>Prescott AZ 86301</u>	<u>scottlyon@lyonengineering.com</u>
<u>City State Zip</u>	<u>Email</u>
<u>www.lyonengineering.com</u>	
<u>Website</u>	<u>Authorized Signature</u>

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.



SCOTT A. LYON, P.E., R.L.S.

scottlyon@lyonengineering.com
928-776-1750

2971 Willow Creek Rd. Bldg. 2
Prescott, AZ 86301



ACADEMIC CREDENTIALS

- B.S.E., Civil Engineering
Northern Arizona University
Flagstaff, AZ, 1996

PROFESSIONAL REGISTRATIONS

- Arizona P.E., 35898
- Arizona R.L.S., 46650

YEARS OF EXPERIENCE

- 29 Years

PROFESSIONAL MEMBERSHIPS

- American Society of Civil Engineers
- Arizona Professional Land Surveyors Association

TRAININGS

- ADOT Certified Erosion Control Coordinator (ECC)
- Pumping System Design for Civil Engineers (ASCE)
- Western Regional Survey Conference (APLS)

PROJECT RESPONSIBILITIES

Scott Lyon serves as Principal Engineer and Survey Principal for LE and provides executive-level oversight for on-call municipal engineering and surveying services. For the Town of Chino Valley, Scott's role includes project scoping, staffing coordination, schedule oversight, and senior-level technical review to ensure projects are delivered efficiently and in accordance with Town standards.

PROFESSIONAL QUALIFICATIONS

With nearly 30 years of professional experience, Scott has managed the design and construction support of roadway, drainage, water, wastewater, and utility corridor projects throughout Yavapai County. He is highly familiar with current construction practices, testing requirements, and coordination processes with municipal staff, contractors, and regulatory agencies. Scott also provides secondary oversight of LE's survey operations, ensuring consistency and quality across boundary, topographic, and ALTA surveys supporting Town projects.

Scott's dual licensure as a Professional Engineer and Registered Land Surveyor allows him to bridge engineering and survey disciplines, reducing coordination risk and improving constructability on municipal infrastructure projects.

RELEVANT EXPERIENCE

- Road 4 North Industrial Park
- Town of Chino Valley Center Street Sewer Main Extension
- Road 1 South Improvement Project
- Southgate Center Commercial Site
- SR 89 Deep Well Ranch Road to South Chino Valley Widening Project, ADOT
- Jenna Lane Improvement Project, Deep Well Ranches, City of Prescott
- Old City Hall Topographic and ALTA Survey, City of Prescott
- Sunset Lane Improvement Project, Town of Prescott Valley
- Bashford Court Alley Improvement Project, City of Prescott
- Willis/Cortez Street Improvement Project, City of Prescott
- Whispering Rock Subdivision, City of Prescott
- Design, project management and field observation for Western Boulevard Stormwater Management Improvements Phase 1-3, Town of Prescott Valley
- Design and project management for the Main Street and Broadway Road Intersection Improvements, Clarkdale/ADOT
- Project management, field observation, and construction staking for Robert Road Improvements – Spouse Drive to Tranquil Boulevard – CIP #412B, Town of Prescott Valley
- Design, project management, and field observation for Zone 12 Water Improvements and various wastewater improvements south of SR89A, City of Prescott
- Design, project management, and field observation for Airport Zone 18-in Second Feed and 12-in Water Main, City of Prescott



RICHARD G. POYNOR, P.E.

richpoynor@lyonengineering.com
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Prescott, AZ 86301



ACADEMIC CREDENTIALS

- B.S.E., Civil & Environmental Engineering
Clarkson University
Potsdam, NY, 1994

PROFESSIONAL REGISTRATIONS

- Arizona P.E., 33450
- California P.E., C 74514
- Texas P.E., 104253 (inactive)

YEARS OF EXPERIENCE

- 31 Years

PROFESSIONAL MEMBERSHIPS

- American Society of Civil Engineers
- American Society of Professional Engineers
- American Public Works Association

TRAININGS

- ADOT Certified Erosion Control
Coordinator (ECC)
- Pumping System Design for Civil Engineers
(ASCE)

PROJECT RESPONSIBILITIES

Rich Poynor serves as Vice President and primary Project Manager for LE's on-call municipal contracts and is the day-to-day point of contact for Town of Chino Valley projects. Rich provides hands-on management and technical leadership for water, wastewater, drainage, and roadway projects, while also maintaining direct involvement in plan production and quality control.

PROFESSIONAL QUALIFICATIONS

With more than 30 years of civil engineering experience, Rich has designed and managed numerous utility and infrastructure projects throughout Chino Valley, Camp Verde, and the City of Prescott. His experience includes water main replacements and upsizing, sewer trunk mains, lift stations, roadway corridors, and infrastructure projects crossing FEMA floodplains. Rich's familiarity with Chino Valley infrastructure and Town coordination processes allows him to quickly assess constraints and deliver practical, implementable solutions.

Rich leads LE's QA/QC program for Town projects and ensures that all deliverables are technically sound, constructible, and aligned with Town expectations.

RELEVANT EXPERIENCE

- Road 2 North Widening at the Santa Cruz Wash
- Road 3 North at Public Works Drainage Improvement Project
- Bright Star Booster Station, Tank, Well and Country West Upgrade Project
- Bright Star Phase 2 Subdivision, Town of Chino Valley
- Town of Chino Valley Future Water Modeling for Rate Study
- Town of Chino Valley Water Design Concept Report
- Town of Chino Valley Future Water & Sewer Expansion Areas Analysis Parts 1 & 2
- Town of Chino Valley Center Street Sewer Main Extension
- Highlands Ranch Units 1 & 2
- Town of Camp Verde Water Main Replacement Projects
- SR89 Effluent & Wastewater Pipelines
- Sundog Trunk Main Sewer Phase A, B, C1, C2 and C3
- Airport Trunk Main Sewer Phase 1 & 2
- Willow Creek Gravity Sewer
- Intermediate Pump Station Off-Site Water Mains Phase 1 & 2
- City of Prescott Roadmap to Wastewater Centralization
- Prescott Lakes Effluent Pump Station and Effluent Extension
- Airport Ruger Sewer Upsizing
- Airport WRF Water and Effluent Main Extensions
- Sundog Ranch Road Water Main Upsizing
- Corsair Avenue Extension
- SR89 Widening and Phippen Roundabout
- Willow Creek Road Roadway Realignment

KEVIN D. HORTON, P.E., CFM

kevinhorton@lyonengineering.com
928-776-1750

2971 Willow Creek Rd. Bldg. 2
Prescott, AZ 86301



ACADEMIC CREDENTIALS

- B.S.E., Civil Engineering
Northern Arizona University
Flagstaff, AZ, 1999
- Master of Business Administration
Northern Arizona University
Flagstaff, AZ, 2002

PROFESSIONAL REGISTRATIONS

- Arizona P.E., 43818
- ASFPM CFM, US-07-03011
- FAA Certified Remote Pilot, 3985496

YEARS OF EXPERIENCE

- 26 Years

PROFESSIONAL MEMBERSHIPS

- American Public Works Association,
Arizona Chapter
- American Society of Civil Engineers
- Association of State Floodplain Managers
- Arizona Floodplain Management
Association

TRAININGS

- ADOT Certified Erosion Control
Coordinator (ECC)
- ATSSA Traffic Control Technician
- HEC-RAS 2D Hydraulic Modeling
- FLO-2D Hydrologic/Hydraulic Modeling
- sUAS (Drone) Flight, Safety, & Technology
- FEMA, AFMA, and ASFPM Hydrologic &
Hydraulic Workshops and Conferences
- Floodplain Issues in Transportation Design
- EPA CWA Section 404 Permitting
- Culvert Safety and Mitigation

PROJECT RESPONSIBILITIES

Kevin Horton serves as Principal Engineer and leads LE's drainage, floodplain, and hydrologic/hydraulic engineering efforts. For the Town of Chino Valley, Kevin provides expertise in drainage studies, flood mitigation design, FEMA coordination, and regulatory permitting, including projects involving Yavapai County Flood Control District and ADEQ.

PROFESSIONAL QUALIFICATIONS

Kevin has over 26 years of experience in roadway and drainage design, floodplain modeling, and master drainage planning throughout Yavapai County. He is LE's lead coordinator for Clean Water Act Section 404 permitting and regularly interfaces with the U.S. Army Corps of Engineers on projects involving waters of the U.S. Kevin also oversees LE's aerial drone data collection, processing, and integration into drainage modeling and design workflows.

His experience with public meetings, stakeholder coordination, and interagency review supports successful delivery of drainage projects in developed and undeveloped areas within and adjacent to the Town.

RELEVANT EXPERIENCE

- Drone Photography and Videography
 - SR 89 Dells Corridor Videos
 - Sundog C2 Weekly Inspection Videos, Topography, Imagery
 - Phippen Roundabout Imagery and Topography
 - Willow Lake Lift Station and Gravity Sewer Imagery and Topography
- Clipper Wash Gabion Groyne Lateral Migration Mitigation Project, Yavapai County
- Sunset Lane Improvement Project, Town of Prescott Valley
- Viewpoint Drive Stormwater Mitigation Final Design and Post-Design for the Town of Prescott Valley
- Agua Fria Channelization – North of PV Unit 16 Final Design Planset for the Town of Prescott Valley
- Prickly Pear Wash and Concho Wash Drainage Mitigation Project for the Yavapai County Flood Control District
- Santa Fe Loop 30% Design Planset, Town of Prescott Valley
- Western Boulevard Drainage Project, including public presentations, flood hazard identification and proposed mitigation plan, Town of Prescott Valley
- Waters of U.S. Delineation and approved PJD submittal to U.S. Army Corps of Engineers Granite Creek and tributaries, Agua Fria River, Bottleneck Wash, and Santa Cruz Wash, City of Prescott, Town of Chino Valley, and private clients
- Extensive experience with public meeting notices, presentations and speaking, landowner coordination, and federal/state/municipal review agency coordination
- Roadway, utility, and drainage design for multiple residential and commercial subdivisions in northern Arizona



BRIAN A. BUCHOLTZ, P.E., CFM

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Prescott, AZ 86301



PROJECT RESPONSIBILITIES

Brian Bucholtz serves as Project Engineer and Floodplain Manager, specializing in drainage design, floodplain analysis, and FEMA coordination. Brian has extensive experience performing 1D and 2D hydrologic and hydraulic modeling, preparing CLOMR and LOMR submittals, and developing constructible flood mitigation solutions for municipalities throughout Yavapai County, including the Town of Chino Valley.

PROFESSIONAL QUALIFICATIONS

Brian has 22 years of engineering experience, including extensive drainage and floodplain management, roadway and utility design, and 8 years of drone surveying and videography. Brian also manages and pilots LE's professional drone operations, supporting survey, drainage, and floodplain projects with high-resolution orthophotography and terrain modeling. His combined background in engineering design and drone-based data collection improves project efficiency and enhances the accuracy of floodplain and drainage analyses.

Brian's recent work within Chino Valley includes drainage master planning, FEMA floodplain revisions, and localized drainage mitigation projects, giving him direct familiarity with Town-specific drainage challenges.

RELEVANT EXPERIENCE

- Chino Valley Area Drainage Master Study FLO-2D Flood Hazard Mapping and Identification, Town of Chino Valley
- Chino Meadows Units 2 and 5 Drainage Improvement Project, Town of Chino Valley
- Santa Cruz Wash FEMA CLOMR and LOMR for the Road 2 North Crossing, Town of Chino Valley
- Chino Valley Area Drainage Master Study (ADMS)
- Bright Star Phase 3 Subdivision, Town of Chino Valley
- 7th Street CDBG Sidewalk Improvement Project, Town of Camp Verde
- Lake Valley Road Improvement Project, Town of Prescott Valley
- Bottleneck Wash FEMA CLOMRs and LOMRs, City of Prescott
- Sunset Lane Improvement Project, Town of Prescott Valley
- Long Look CDBG Improvement Project, Town of Prescott Valley
- Viewpoint Drive Stormwater Mitigation Project, Phases 1-4, Channelization and FEMA LOMRs, Town of Prescott Valley
- Agua Fria River FEMA LOMR for Viewpoint Drive Extension, Town of Prescott Valley
- Granite Dells Estates Regional Channel, City of Prescott
- Clipper Wash Gabion Groyne Lateral Migration Mitigation Project, Yavapai County
- Agua Fria River Channelization, Unit 16 Drainage Improvements, and FEMA CLOMR, Town of Prescott Valley
- Western Boulevard Stormwater Management Improvement Project remedial design, Town of Prescott Valley
- Floodplain analysis and remedial bank protection design on 4,300 LF of Agua Fria River for the Grapevine Industrial Park, Town of Prescott Valley
- Skull Valley Wash Floodplain Delineation and Remedial Design, Yavapai County

ACADEMIC CREDENTIALS

- B.S.E., Environmental Engineering
Northern Arizona University
Flagstaff, AZ, 2003

PROFESSIONAL REGISTRATIONS

- Arizona P.E., 47997
- ASFPM CFM, US-05-01627
- FAA Certified Remote Pilot, 3991925

YEARS OF EXPERIENCE

- 22 Years

PROFESSIONAL MEMBERSHIPS

- Arizona Floodplain Management Association
- Association of State Floodplain Managers
- American Public Works Association, Arizona Chapter

TRAININGS

- ADOT Certified Erosion Control Coordinator (ECC)
- GeoHECRAS Hydraulic Modeling
- HEC-RAS 2D Hydraulic Modeling
- FLO-2D Hydrologic/Hydraulic Modeling
- sUAS (Drone) Flight, Safety, & Technology
- Arizona State Standard SS10-07 Hydrologic Modeling Guidelines
- FEMA, AFMA, and ASFPM Hydrologic & Hydraulic Workshops and Conferences
- Scour, Erosion, and Stabilization Design
- USACE Workshop for CWA 404 Permitting
- Arizona State Standard SS4-95 Sheet Flow
- CTP Future Conditions Flood Mapping
- Culvert Safety and Mitigation Efforts



JODY A. STONE, R.L.S.

jodystone@lyonengineering.com
928-776-1750

2971 Willow Creek Rd. Bldg. 2
Prescott, AZ 86301



ACADEMIC CREDENTIALS

- Yavapai College
Clarkdale, AZ 1989-1992
- Al Collins Graphic Design School
Tempe, AZ 1985-1986

PROFESSIONAL REGISTRATIONS

Arizona R.L.S., 37401

YEARS OF EXPERIENCE

- 40 Years

PROFESSIONAL MEMBERSHIPS

- Arizona Professional Land Surveyors Association
- Arizona Professional Land Surveyors Yavapai-Verde Valley Chapter

TRAININGS

- MSHA Certification

PROJECT RESPONSIBILITIES

As Survey Manager, Jody will be in charge of roadway and drainage system inventory, data collection, and survey crew management. Jody oversees the completion of ALTA Survey's, Boundary and Topographic Surveys for multiple agencies, private clients, and other engineering firms.

PROFESSIONAL QUALIFICATIONS

Jody has over 40 years of surveying experience, especially within the Town of Camp Verde and Yavapai County. He has been involved in a myriad of different and unique projects, including topography, infrastructure inventory, boundary, construction, as-builts, and mining. His survey project management skills are unparalleled and will add efficiency and advantage to the team. Jody has been involved in several projects within the Town of Camp Verde, including cross-sections survey, setting benchmarks, and locating gauges and pressure transducers, in coordination with the County.

RELEVANT EXPERIENCE

- Town of Chino Valley, Bright Star PFAS Well Treatment Survey and Mapping
- Town of Chino Valley, Chino Valley Cemetery ALTA/NSPS Land Title Survey
- Las Vegas Ranch Estates, Yavapai County
- Talking Rock Golf Club, Yavapai County
- Beaverhead Flat Road Project, Yavapai County
- Williamson Valley Road Project, Yavapai County
- Pioneer Parkway Trailhead, Yavapai County
- The Homestead, Town of Camp Verde
- Verde Cliffs, Town of Camp Verde
- SR89 / SR69 Interchange, City of Prescott
- United Verde Aquifer Protection Project, Town of Jerome
- Arizona Big Sandy Project, Town of Wikieup
- Show Low Airport Land Exchange, City of Show Low
- Torreon Golf Club and Community, City of Show Low
- Crossroads Ranch, Yavapai County
- Mogollon Ranch, Coconino County
- Northern AZ Automall, City of Show Low
- Paloma Ranch, Town of Gila Bend
- Snow Creek, City of Show Low
- Sierra Pines, City of Show Low
- Mountain Gate, Town of Lakeside
- Show Low Airport Land Exchange, City of Show Low
- The Summit, Coconino County

Hourly Rates Effective January 1, 2025

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer/Project Manager	\$225
Project Engineer	\$175
Designer	\$140
Senior Registered Land Surveyor	\$190
Registered Land Surveyor	\$170
Survey Manager	\$170
Survey Technician	\$135
Survey Crew – 3 Person Crew	\$235
Survey Crew – 2 Person Crew	\$200
Survey Crew – 1 Person Crew	\$200
Drone Aerial Services	\$165
Inspection	\$95
Inspection (ADOT Certified)	\$125
Administrative	\$85
Deposition/Trial Testimony	\$250

PERSONNEL LIST & TITLE

- **Administration**
 - Karla Medina
- **Principle Engineer/ Project Manager**
 - Rich Poynor, P.E.
 - Scott Lyon, P.E., R.L.S.
 - Kevin Horton, P.E., CFM
 - Brian Bucholtz, P.E., CFM
- **Project Engineer**
 - Dustin Hailpern, EIT
 - Ramon Aguilar
- **Designer**
 - Greg Matthews
 - George Hotchkiss
 - Sergio Romero
 - Manny Salcido
- **Senior Registered Land Surveyor**
 - Jody Stone, R.L.S.
- **Survey Manager**
 - Del Sturgis
- **Survey Technician**
 - Steward Benson
 - Jesse Sharp
- **Survey Crew**
 - Jeff Alexander
 - Steve Johnson
 - Jesse Tilman
 - Johnny Lambert
 - Creath Cottam
- **Inspector**
 - Christian Woode (ADOT Certified)

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PACIFIC ADVANCED CIVIL ENGINEERING**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Pacific Advanced Civil Engineering, Inc., an Arizona corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for civil engineering services and electrical & SCADA programming services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any

reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Pacific Advanced Civil Engineering, Inc. 8723 E. Via de Commercio, #A-204 Scottsdale, Arizona 85258 Attn: Taylor Pierce

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

PACIFIC ADVANCED CIVIL ENGINEERING, INC.,
an Arizona corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PACIFIC ADVANCED CIVIL ENGINEERING

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PACIFIC ADVANCED CIVIL ENGINEERING

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PACIFIC ADVANCED CIVIL ENGINEERING

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PACIFIC ADVANCED CIVIL ENGINEERING

[Work Authorizations]

See following page(s) (to be attached after execution).

STATEMENT OF QUALIFICATIONS

TOWN OF CHINO VALLEY ON-CALL PROFESSIONAL SERVICES (FY 2026)



PREPARED FOR:



Town of Chino Valley
Public Works Department
1950 Voss Drive
Chino Valley, AZ 86323

PREPARED BY:



8732 E. Via de Commercio, #A-204
Scottsdale, AZ 85258
480.991.3595 | www.pacewater.com

C616 | DECEMBER 30, 2025

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GENERAL INFORMATION





GENERAL INFORMATION

December 30, 2025

Town Clerk, **Town of Chino Valley** | Town Clerk, 202 North State Route 89, Chino Valley, Arizona 86323

Statement of Qualifications for Town of Chino Valley On-Call Professional Services (FY 2026)

Erin Deskins, CMC and Evaluating Team,

PACE is pleased to submit this Statement of Qualifications (SOQ) for the Town of Chino Valley's consideration to be included on the Town's on-call professional services list for Civil Engineering to assist on a project-by-project basis. With proven performance, we believe Chino Valley will benefit from our commitment to your needs or concerns and to provide engineering services that bring value to your community. PACE is currently working with your team on the Chino Valley Water Reclamation Facility (WRF) Improvements bringing Town-specific experience to our team. Our collective experience provides the Town a knowledgeable, dependable resource to assist in your needs.

*Our firm is submitting to provide **Civil Engineering** services with a focus on water resource related projects and will include on these projects the **Electrical Engineering** and **SCADA** capabilities as in-house services. We have also provided subconsultants that can provide ancillary services to support our water and wastewater projects.*

Unique Qualifications

Arizona Smaller Communities Experience Ensures Sensible Approach

Our experience with and understanding of smaller community infrastructure financing limitations has led us to develop successful strategies for a valuable product that exceeds expectations. Our design philosophy centers on modest, simple, cost-effective designs creating reduced up-front capital costs, increased ease of operation, and minimizes operational and maintenance costs.

Approach Maximizes Life Of Existing Infrastructure

Often, components to existing infrastructure and systems are in adequate working condition and can be utilized in conjunction with key upgrades or replacement of equipment. We evaluate for condition, ease of use, remaining lifespan and value in a re-purposed function in all of our design approaches.

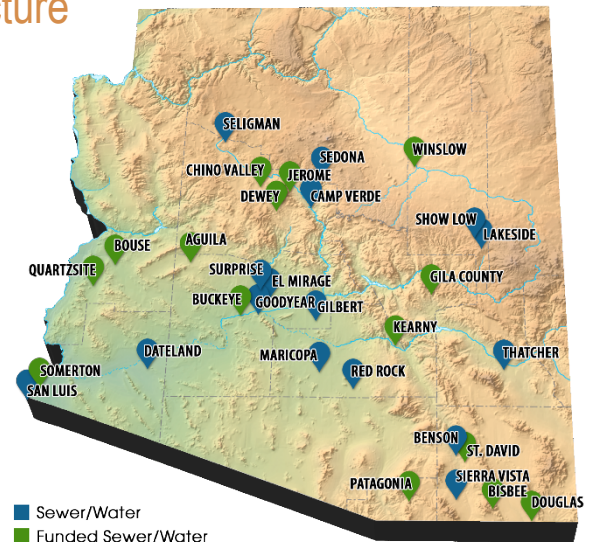
Significant Federal/State Funding Experience

Experience and continuous interaction with federal and state funding agencies ensures understanding and support with funding procurement, compliance and administration requirements.

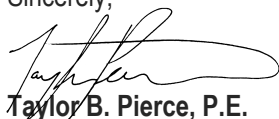
Constructability And Operability Emphasis

PACE has an extensive background in design-bid-build, design-build, CMAR, and operations that provide a unique insight into project designs to improve constructability and minimize construction cost. Team members with construction background and operations experience bridges the differing perspectives engineers, operators and contractors typically have.

We have prepared the enclosed qualifications in response to the Town's RFQ closely following the submittal instructions. We are available to review our qualifications with you at any time to discuss aspects of our team's related experience in more detail. We are excited to have the opportunity extend our relationship with the Town to complete infrastructure improvement projects that we can all be proud of for years to come.



Sincerely,


Taylor B. Pierce, P.E.

Sr. Project Manager, Environmental Water Division

mobile: (602) 540-2727

office: (480) 991-3595
8723 E. Via de Commercio, #A204, Scottsdale, AZ 85258

email: tpierce@pacewater.com

About PACE

Pacific Advanced Civil Engineering, Inc. (PACE) is a **specialized civil engineering firm offering advanced water resource services with a local office in Scottsdale, AZ**. We offer a wide range of engineering services related to water, wastewater, stormwater management and water resource permitting and regulatory compliance to ensure projects are both economically viable and environmentally sustainable. Our engineering approach focuses on maximizing value by creating multi-use infrastructure systems, cost-effective phasing strategies and systems that include environmental, aesthetic and recreation uses. Guided by the principle of our approach, **we deliver engineering solutions that are reliable, easy to construct, and straightforward to operate**.



Incorporated Year **1987** /
Legal Form: **C-Corporation**,
State of California.
DUNS **14-356-4719**



100

Employees (approx.) Firm

Contact Person **Taylor Pierce**, Project Manager
D (480) 991-3595 | C (602) 540-2727 | tpierce@pacewater.com

Headquarters: 17520 Newhope St., Suite 200,
Fountain Valley, CA 9270 | (714) 481-7300

Local Work Office: 8723 E. Via de Commercio, #A-204
Scottsdale, AZ 85258 | (480) 991-3595

Terminated Contracts
or

Engineering
Services



Water / Wastewater



Water / Sewer Pipeline



Stormwater



SCADA



Permitting

Claims in the Last 5 Years

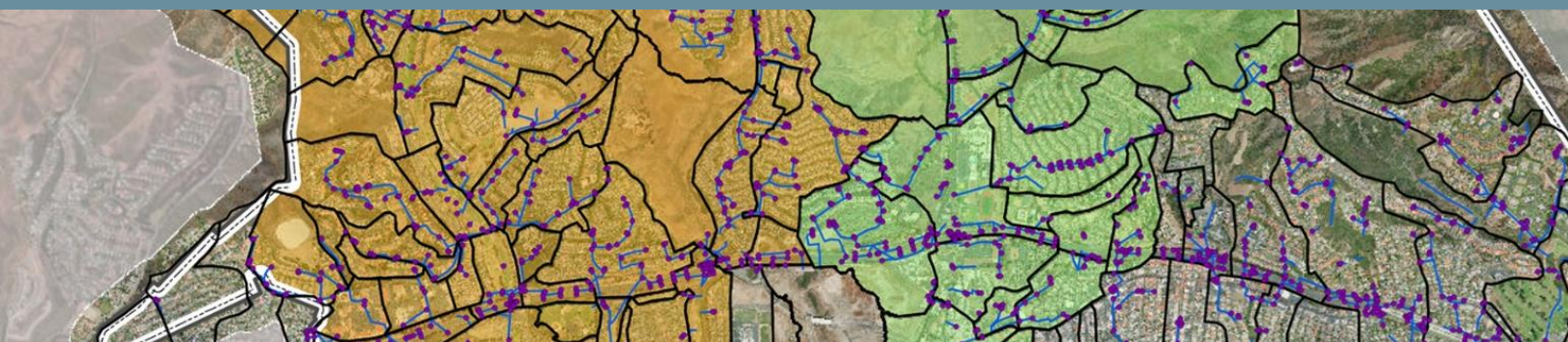
PACE has had no contracts or subcontracts terminated and no claims brought resulting in litigation or arbitration in the last 5 years.

Vendor Information Form

The Vendor Information Form is located in Appendix A.

Relevant Areas of Specialty

- ◆ **Water & Wastewater Process & Infrastructure Evaluations and Master Planning**
- ◆ **Water & Wastewater Quality Assessment, Treatment Development, Planning, & Permitting**
- ◆ **Collection & Distribution Infrastructure Component Design / System Improvements**
- ◆ **Effluent Reuse Design & Management**
- ◆ **Pumping Facilities & Conveyance / Distribution Pipes**
- ◆ **Energy Efficiency Evaluation & Alternative Energy System Design**
- ◆ **Sludge Processing & Biosolids Management Planning & Design**
- ◆ **Complex Hydraulic and Hydrologic Modeling, Analysis, and Mapping**
- ◆ **Stormwater Master Planning**
- ◆ **Naturalized Stormwater Management / Treatment**
- ◆ **Value Engineering & Constructability Review**
- ◆ **Construction and O&M**
- ◆ **Cost Estimating**
- ◆ **Electrical, Power System Studies**
- ◆ **SCADA, Controls & Instrumentation**
- ◆ **Field Assistance / Construction Management**



Civil Engineering Service Capabilities

PACE offers key specialization in water resource focused Civil Engineering to support the Town, offering knowledge of best engineering practices, strong equipment vendor relationships and application of valuable lessons learned from local experience on similar infrastructure projects. Our **design philosophy emphasizes modest, simple, cost-effective, designs** that reduce up-front capital costs, increase ease of operation and minimizes long term maintenance costs.

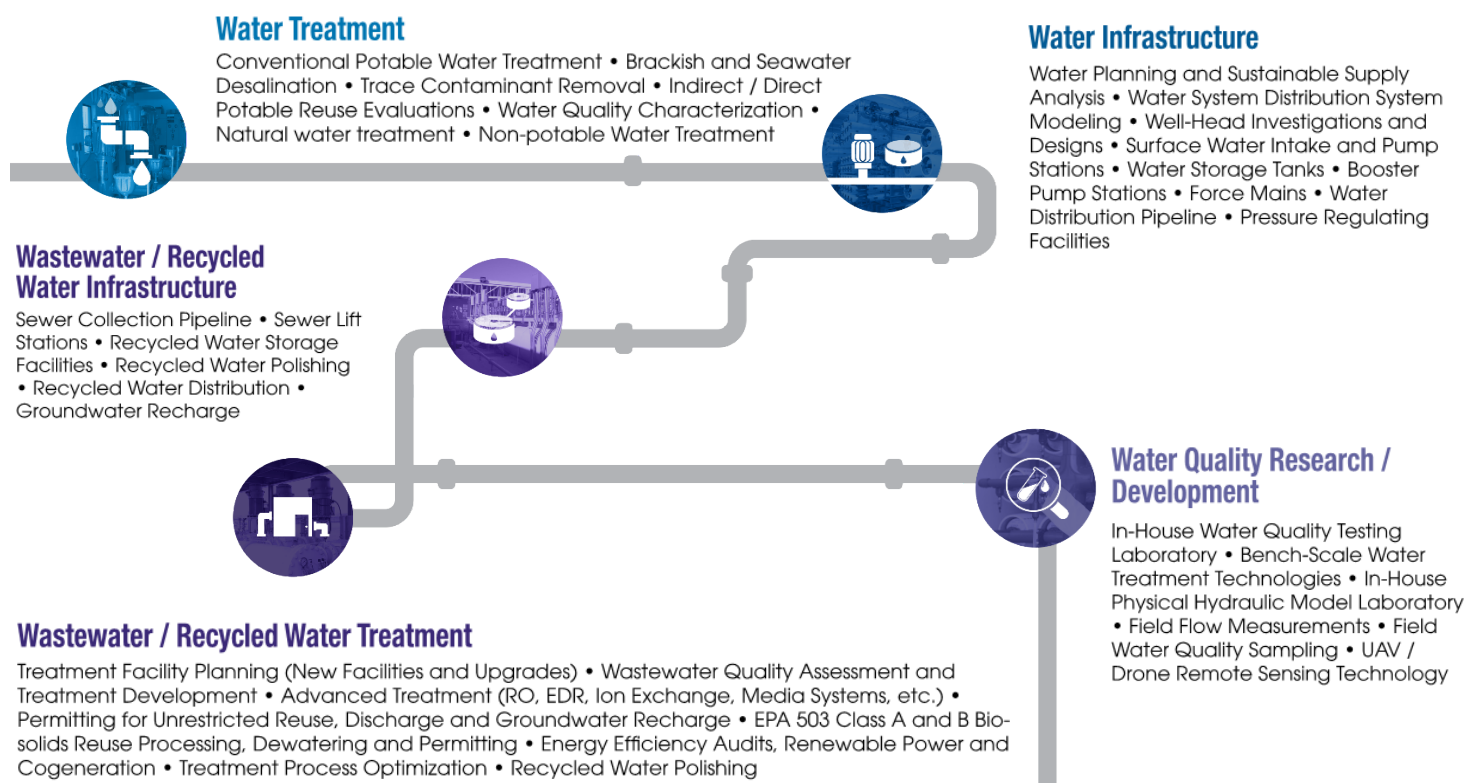
Our team is internally supported by in-house Electrical and SCADA Integration groups, providing seamless support for the Town's Civil Engineering needs under one roof. Externally, we collaborate with trusted subconsultants for survey, environmental, and geotechnical services—partners with whom we have long-standing relationships and a proven record of successful project delivery.

Federal/State Funding Support

Our experience and continuous interaction with federal and state funding agencies ensures our ability to meet requirements for application, compliance and funding administration activities. PACE has **been involved with 36 federally or State-funded projects in the southwestern US (Arizona, California) in the last 18 years** working with the US Department of Agriculture – Rural Development (USDA-RD), Water Infrastructure Finance Authority of Arizona (WIFA), Community Development Block Grant (CDBG) program, North American Development Bank (NADB), and others. We have **helped secure more than \$130 million** in funding for these projects.

Water & Wastewater Infrastructure

PACE has combined its expertise in potable water treatment, wastewater treatment, and pumping and mechanical equipment to successfully develop efficient and reliable water treatment systems. Our expertise encompasses the physical, biological and chemical processes in water treatment and research and development into treatment process technology, energy efficiency and mechanical/control systems. It is our advanced team of water quality and mechanical process experts that make PACE's capabilities in produced water treatment most effective.



Pumping Facilities

Since 1987, PACE has specialized in the planning, design, and operation of water and wastewater infrastructure, with a core expertise in pumping facilities. With over 30 years of experience serving public and private clients, we average one pump station design per week, with capacities ranging from several hundred to over one million gallons per minute. Our deep "library of knowledge" allows us to deliver creative, high-efficiency solutions that maximize the longevity and serviceability of complex distribution and collection systems.



Storage Facilities

PACE specializes in the engineering of water storage and transmission systems designed to maintain constant, ideal pressure during all demand levels. Our expertise covers dozens of projects involving composite, welded steel, concrete, and underground storage facilities. Beyond structural design, we provide advanced solutions for storage health, including jet mixing and specialized control systems for precise chemical metering and disinfection.



Water Wells

Potable water, irrigation, dewatering, and other types of well designs require careful consideration of expected operating levels to properly design the hydraulic pumping equipment for maximum efficiency. Depending on the application PACE has effectively designed both submersible and Line-shaft Well Mechanical equipment systems. PACE also has extensive experience in well-head treatment systems, chlorination, and SCADA monitoring systems.



Water, Sewer, Recycled Water Conveyance

PACE specializes in the planning, engineering, and operation of water, sewer, and recycled water conveyance systems. By leveraging hands-on experience and advanced tools like Civil 3D and state-of-the-art modeling software, we develop practical, cost-effective schemas tailored for long-term efficiency. Our expertise emphasizes energy optimization across diverse infrastructure, including distribution networks, pump stations, force mains, flow diversion structures, and inverted siphons.



Recycled Water

PACE is committed to water conservation through high-quality water reuse and recycling solutions. We specialize in the storage and distribution of treated effluent for irrigation, aquifer recharge, and landscape impoundments, utilizing advanced computer modeling to reduce costs and prevent odors. Our expertise includes designing aeration, mixing, and oxygenation systems to eliminate stagnation, as well as providing on-call emergency response for chemical and equipment applications.



PFAS Treatment

PACE has completed two significant PFAS treatment projects over the last two years, utilizing our in-house Research and Development division and water quality lab to optimize performance. Our team is expert in diverse filtration media and emerging contaminant approaches, supported by specialized equipment capable of testing up to six media types simultaneously. With successful pilot programs for the City of Riverside and SoFi Stadium, PACE provides the sophisticated testing and automated control systems necessary to address growing regional and national PFAS concerns.

Stormwater Infrastructure

Drainage, Hydrology & Hydraulics

PACE specializes in watershed and floodplain management, blending urban stormwater expertise with natural river systems science. Our team excels in complex hydrology, hydraulics, sediment transport, and river stability analysis. By integrating natural sciences with water resource engineering, we develop sustainable solutions for stormwater quality and watershed characterization.

A key differentiator is our ability to validate design concepts through physical prototypes in our in-house hydraulic lab and advanced computer modeling. This research-driven approach, combined with a deep understanding of current regulatory issues, allows us to provide innovative, state-of-the-art solutions for the most challenging drainage and management problems.

Construction Services

PACE's extensive experience with both design-bid-build and design build projects has provided specialized hands on experience to proactively assist the contractors to meet the design intent and solve challenges prior to improper procurement or installation. Our philosophy for construction management is to encourage contractors to verbally communicate potential solutions to RFIs and submittal revisions prior to formalizing them in writing so that coordinated and agreed upon direction have opportunities to be completed in the first response.

Electrical Engineering

PACE maintains a dedicated in-house Electrical Engineering Group that supports a wide variety of design projects. This team specializes in power system studies, cogeneration and backup generation systems, treatment plant optimization, and startup and commissioning support. Our engineers routinely perform short-circuit, coordination, and arc flash analyses in compliance with NFPA 70E and IEEE 1584 standards, ensuring worker safety and regulatory compliance.

Preparing Electrical Construction Drawings & Specifications

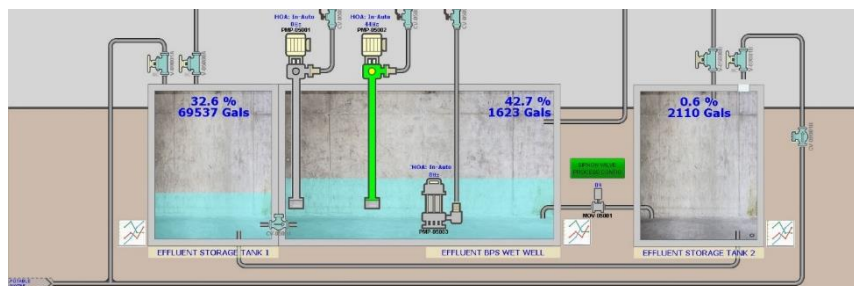
- Power and controls design
- Design/Code performance per National Electric Code (NEC), National Fire Protection Association (NFPA) 820, and other standards
- Electrical conformance to design intent
- AutoCAD development

Electrical Calculations & Computer Modeling

- Utility service / generator sizing
- Voltage drop calculations
- Wire ampacity / derating
- Demand load calculations
- Available fault current calculations
- SKM PTW32 electrical modeling (Power Tools for Windows)

SCADA Programming

SCADA systems consist of multiple programmable logic controllers communicating with a central site over telephone lines, dedicated cable, fiber optics, or radio links. In-depth knowledge of control microsystems equipment will seamlessly integrate mechanical design with equipment control functions, providing complete turnkey systems. Using our expertise in design, construction and operation of water distribution facilities to provide a system design that is robust and encompassing in data collection and control, yet provides the usable information operators need, without the clutter of "information overload". Controls integration, considered the most important aspect of any water system, is a unique specialty of PACE including in-house programming, P&ID creation, and panel building capabilities.



Cost Estimating

PACE has a positive track record working closely with municipal engineering and operations staff to carefully select improvements that would be simple to construct and meet budget constraints while satisfying operations requirements. PACE cost estimates are frequently within 5% of the average of the low two bids.

FIRM EXPERIENCE AND QUALIFICATIONS

FIRM EXPERIENCE AND QUALIFICATIONS





Similar On-Call Services Provided

The PACE team has worked on a wide range of CIP water, sewer infrastructure and treatment, storm drain, and watershed projects in both throughout Arizona and Southern California both recently and currently in an on-call and individual project capacity. This experience gives us a great understanding of unique area conditions, constraints, and requirements leading to the application of the best practices and most efficient project execution on the Town's projects. Recent or current Arizona clients include:

Town of Pinetop-Lakeside, AZ

- ◆ WWTP Evaluation & Upgrades
- ◆ Permitting
- ◆ Sewer Extension
- ◆ Lift Station Evaluation & Upgrades

City of San Luis, AZ

- ◆ WWTP Evaluation
- ◆ Water & Wastewater Funding Assistance
- ◆ WWTP Odor Control Evaluation
- ◆ Percolation Basin Evaluation

City of Somerton, AZ

- ◆ Hydraulic Model Development
- ◆ Water Distribution System Assessment
- ◆ SCADA / PLC Programming
- ◆ WWTP Odor Control Evaluation

Town of Quartzsite, AZ

- ◆ Groundwater Well Site
- ◆ Water System Improvements
- ◆ WWTP Effluent Evaluation

City of Show Low, AZ

- ◆ SCADA Improvements, Water and Wastewater
- ◆ Well Site Improvements
- ◆ Booster Pump Station Upgrades

Town of Thatcher, AZ

- ◆ Wastewater System Evaluation

City of Winslow, AZ

- ◆ Permitting Assistance
- ◆ PLC Upgrades
- ◆ Funding Assistance

PACE treats every project as a priority, leveraging a proven track record of executing both large- and small-scale on-call services expeditiously and cost-effectively. Our team is committed to being hyper-responsive and accessible, with the resource capacity to anticipate and meet the Town of Chino Valley's specific needs. By maintaining an "open-door" attitude and a focus on long-term client relationships, PACE ensures that every project benefits from the same award-winning dedication to quality and sensitivity to client concerns.

Challenges Overcome

Regulatory and Permitting Complexity

Regulatory and permitting compliance can introduce complexity to the design of infrastructure improvements, often manifesting as design changes which occur late in the design phase following comments or revisions made by local, state, or federal regulators. PACE proactively coordinates with reviewing agencies to identify regulatory requirements early in the design process in order to tailor improvements to meet the criteria of governing bodies at all levels. This approach provides regulators with the opportunity to provide feedback early on, which reduces review periods and minimizes design changes and corrections, promoting overall efficiency and streamlined transitions from design phase to construction phase.

Existing Infrastructure Constraints

Civil engineering work most often entails repairing or upgrading failing components of an existing system while also protecting the functional aspects of that same system. PACE excels at incorporating process improvements with existing infrastructure, either by integrating new processes with existing tankage or by minimizing footprints to accommodate space-limited sites. PACE designs with the construction phase in mind and seeks to reduce or eliminate issues that typically arise during construction. Additionally, PACE ensures operational continuity during construction through careful construction sequencing as well as close coordination with operational staff.

Cost Control for Modest Budgets

Upgrades to water, wastewater, and stormwater systems are heavily constrained by the operational budgets of the municipalities that

own and operate those systems. PACE applies a cost-conscious design approach using alternative analyses, vendor coordination, and phased or bid-alternate strategies to align project scope with available funding. PACE has also leveraged grant funding through government and non-government entities to overcome cost constraints experienced by past and current clients.

Compressed Schedule

Delays to design and construction of civil improvements present challenges to municipalities and engineers which can hamper daily operations and frustrate staff and residents. By prioritizing critical path items, overlapping tasks where appropriate, and maintaining clear communication with Owners and agencies, PACE works to minimize delays and consistently delivers projects on accelerated schedules.

Approach to Multiple Tasks

To deliver successful CIP projects for the Town, PACE utilizes a proactive management approach that begins by translating project descriptions into refined, high-level scopes of work. We prioritize understanding the "big picture" purpose of each design to ensure it integrates seamlessly with the Town's long-term goals. Once the scope is finalized, we implement a rigorous work plan with clear accountability and consistent progress meetings to monitor schedules and address issues in real time. By focusing on anticipating potential obstacles before they arise, our team eliminates delays and ensures every project is executed efficiently and cost-effectively.

Relevant Project Experience

Following are detailed descriptions of relevant projects completed in the last five (5) years in the Water, Wastewater and Stormwater categories highlighting the related capabilities.

Water Infrastructure Relevant Experience



BDWID Water System Improvements | Bouse, AZ

Established in 1965, the Bouse Domestic Water Improvement District (BDWID) serves approximately 140 people through an aging distribution network. Following a USDA-RD Preliminary Engineering Report, the district is pursuing comprehensive upgrades to its infrastructure. Key improvements upgrades include replacing 13,000 linear feet of existing 2" water line with 6" piping and installing new drive-by radio read meters, a new 100 gpm adsorption with granular ferric hydroxide arsenic treatment facility, an operations building, a new 100 gpm (at minimum) groundwater production well, and a new 70,000-gallon storage tank. The design overhauls the existing system to meet increased demand and drinking water standards.

Relevant Features

- ◆ Water line replacement
- ◆ New water metering
- ◆ New water treatment system
- ◆ New production well
- ◆ New storage tank
- ◆ Public sector project
- ◆ Smaller city / rural community

Civil Engineering Services

- ◆ Water infrastructure
- ◆ Funding assistance
- ◆ Environmental (Subconsultant)
- ◆ Survey (Subconsultant)
- ◆ Geotechnical (Subconsultant)
- ◆ Hydrogeology (Subconsultant)
- ◆ Electrical engineering
- ◆ Construction services

Reference

Bouse Domestic Water Improvement District
Ginger Martin, Manager
P.O. Box 334, Bouse, AZ 85325
(928) 851-1120
bousewater@yahoo.com
Contract Initiation: October 2020



WHROA Water System Improvements | Dewey, AZ

White Horse Ranch Owners Association (WHROA), located near Dewey, Arizona, owns and operates a community public water system. The system includes four (4) wells, one (1) 80,900-gallon storage tank and two (2) liquid feed chlorination feed units. Two major issues with the water system are driving the need for improvements: elevated nitrate levels in source water feeding the four wells and insufficient water volume supplied from the wells is to meet customer demands. Improvements included design and installation of a new 50 gallons per minute (gpm) ion exchange (IX) nitrate removal water treatment

system, a new treatment plant access road to be used for site access and water hauling, a new chlorine disinfection system, and a 5,000-gallon brine waste storage tank for hauling waste water offsite. WHROA received USDA-RD funding for the design and construction of these improvements.

Relevant Features

- Water infrastructure evaluation and planning
- New water treatment system
- New water hauling loading station
- Public sector project
- Smaller city / rural community

Civil Engineering Services

- Water infrastructure evaluation, planning, and estimating
- Funding assistance
- Environmental (Subconsultant)
- Survey (Subconsultant)
- Geotechnical (Subconsultant)
- Electrical engineering
- Construction services

Reference

White Horse Ranch Owners Association, Inc.
Jennie Shook, Water Committee
PO Box 1551, Dewey, AZ 85327
(928) 458-9453
jennie@jennieshook.com
Contract Initiation: May 2021
Contract Expiration: Ongoing



Kofa Well #4 | Quartzsite, AZ

Water supply planning is critical to the Town of Quartzsite (Town) to maintain adequate water supply and the Town's water system, for the most part, operates from one groundwater production well, known as Kofa Well #3 and is meeting the current water demands. To provide redundancy, the Town took steps towards the addition of a new production well known as Kofa Well #4. PACE managed the well development and drilling of the new well, and provided design services for the site improvements including pump bowls and motor replacement, replacement of pressure/ surge relief Bermad valve, discharge piping modifications, and pipe coating and recoating. Due to the well being relocated, a redesign of the civil site plan was completed to include grade adjustments, discharge and pump-to-waste line redesign, chlorination injection point modification, and pump-to-waste rip rap discharge. In addition, the electrical plans were modified due to the above described changes, including a redesign of the shown conduits/wires resulting from the plan adjustments.

Relevant Features

- On-call contract award
- New production well
- Public sector project
- Smaller city / rural community

Civil Engineering Services

- Water infrastructure evaluation, planning, and estimating
- Funding assistance
- Survey (Subconsultant)
- Geotechnical (Subconsultant)
- Electrical engineering
- Construction services

Reference

Town of Quartzsite
Emmett Brinkerhoff, Public Works Director
580 East Quail Trail, Quartzsite, AZ 85346
Phone: (928) 927-4561
ebrinkerhoff@quartzsiteaz.org
Contract Initiation: February 2021
Contract Expiration: May 2023

Wastewater Infrastructure Relevant Experience



Sarival Water Reclamation Facility (WRF) | Goodyear, AZ

This new facility treats an average day flow capacity of 4.0 MGD with a maximum day flow capacity of 6.0 MGD and a peak-hour capacity of 10 MGD, providing support to an existing built-out regional WRF for current loading and future flow conditions. The facility uses an MBR treatment process followed by chlorination disinfection to meet Arizona Department of Environmental Quality Title 18 Class A+ requirements for unrestricted reuse of recycled water. The treatment process consists of an advanced and integrated influent headworks and grit removal and washing system, followed by the advanced

Closed Loop Reactor (CLR) secondary treatment process trains, four membrane separation trains and finally by the sodium hypochlorite disinfection process and chlorine contact basins and effluent reclamation pump station. Effluent from the WRF is designed to go to two discharge points – one at a joint managed aquifer recharge facility and the other at a local irrigation district's canal for irrigation use. At full buildout, the WRF will provide an average daily flow capacity of up to 8.0 MGD with a maximum daily capacity of 12 MGD. Future phases of the facility will also introduce an advanced bio-solids processing facility to handle solids processing for multiple treatment plants within the region. Design began in January of 2022, with construction paralleling the final design beginning in June of 2022, leading to the fast-tracked substantial completion in December 2023 and facility commissioning in January 2024.

Relevant Features

- Wastewater infrastructure evaluation and planning
- New MBR process WRF
- New solids processing facility
- New pump station
- Private sector project

Civil Engineering Services

- Wastewater Treatment Design
- Design/Build Delivery
- Environmental (Subconsultant)
- Survey (Subconsultant)
- Geotechnical (Subconsultant)
- Electrical engineering
- Construction services

Reference

Liberty Utilities.
Rick Rhoads
14222 W McDowell Rd, Goodyear AZ 85395
(623) 688-4371
rick.rhoads@libertyutilities.com
Contract Initiation: December 2021
Contract Expiration: January 2024



Quartzsite WWTP Expansion | Quartzsite, AZ

To increase capacity, the Town of Quartzsite moved forward with an expansion design only to stop short of construction due to funding requirements. PACE was asked to perform an assessment/ value engineering review of the proposed expansion, consisting of increasing current capacity from 0.45 MGD to 0.90 MGD by constructing a new second sequential batch reactor (SBR) basin. PACE provided an in-depth evaluation which included detailed hydraulic analysis, biological process modeling, energy consumption analysis, and electrical and control system review. The evaluation revealed the proposed expansion did not provide adequate summer low-flow treatment and would double the electrical power requirements. PACE also identified several cost reduction measures that provided better day-to-day treatment performance, an energy cost reduction of 40% equating to a savings of \$25,000/yr at current flows and up to \$40,000/yr at design flow. One of the solutions included dividing the existing SBR basin into two smaller basins allowing better low flow treatment with the capacity to treat the design flow of 0.9 MGD. The approach of splitting the SBR basin saved nearly \$750K in construction costs, which financed additional improvements including a new headworks system and controls/SCADA system. This project was completed in January 2020.

Relevant Features

- Wastewater treatment
- New influent sewer lift station
- 25,000 LF of new collection system
- Public sector project
- Small town / rural community

Civil Engineering Services

- Wastewater treatment design
- Collection system design
- Funding assistance
- Environmental (Subconsultant)
- Survey (Subconsultant)
- Geotechnical (Subconsultant)
- Electrical engineering
- Construction services

Reference

Town of Quartzsite
Emmett Brinkerhoff, Public Works Director
580 East Quail Trail, Quartzsite, AZ 85346
Phone: (928) 927-4561
ebrinkerhoff@quartzsiteaz.org
Contract Initiation: April 2017
Contract Expiration: January 2020



Patagonia WWTP Improvements | Patagonia, AZ

The Town of Patagonia rehabilitated its 110,000 GPD wastewater treatment plant to address structural leaks and improve efficiency. Partnering with PACE, the Town upgraded critical components—including the aeration system and headworks—resulting in a **50% reduction in energy costs** and the protection of Sonoita Creek. Funded by grants, this award-winning project earned the APWA 2023 Project of the Year for its commitment to environmental sustainability and high-quality effluent production.

Relevant Features

- Wastewater treatment evaluation & improvements
- Process efficiency
- Energy savings
- Public sector project
- Small town / rural community

Civil Engineering Services

- Wastewater treatment design
- Funding assistance
- Environmental (Subconsultant)
- Survey (Subconsultant)
- Geotechnical (Subconsultant)
- Electrical engineering
- Construction services

Reference

Town of Patagonia
Ron Robinson, Town Manager
310 McKeown Ave, Patagonia, AZ 85624
Phone: (520) 394-2229
patagoniagov@qwestoffice.net
Contract Initiation: April 2017
Contract Expiration: January 2020

Stormwater Infrastructure Relevant Experience

Spring Mountain Ranch Flood Control Infrastructure | *Riverside, CA*



PACE designed a drainage system to fit within the development plan for Spring Mountain Ranch. The drainage system included a baffled chute energy dissipation system, reinforced concrete box culverts, open channel with grade control structures, two debris basins, and nearly 5,000 linear feet of storm drain pipe. PACE analyzed the drainage capacity and outlet efficiency of the current Master Drainage Plan storm drains discharging into Springbrook Wash from Planning Area 9 and used watershed mapping and WSPG to perform hydrologic and hydraulic calculations for the sizing and spacing of culverts and drop inlets along the proposed channel slope grading and maintenance road.

Relevant Features

- ◆ Hydraulic modeling
- ◆ Floodplain evaluation
- ◆ Stormwater management
- ◆ FEMA LOMR
- ◆ Drainage improvements
- ◆ Private sector project

Civil Engineering Services

- ◆ Analysis and design of storm drains
- ◆ Energy dissipation outlet structures and debris collection basin
- ◆ Civil and structural design for open channels
- ◆ SWPPP & erosion control
- ◆ Construction services

Reference

Spring Mountain Ranch
 Dave Hauck
 675 Mount Vernon Ave, Riverside, CA 92507
 (661) 510-3228
Davehauck01@earthlink.net
 Contract Initiation: December 2005
 Contract Expiration: December 2020

Atwell Regional Flood Control Master Planning and Design | *Banning, CA*



PACE was hired to design a water resources system for the Atwell project that would balance vital flood control needs with environmental enhancement of the creek channel's natural habitat and groundwater recharge benefits. PACE was hired to design an integrated water resource system of manmade, naturalized stream channels and stormwater management basins set within the open spaces of the project. The streams and basins were designed to resemble natural features both in function and appearance. Areas without structures will provide open space, wildlife habitat, and recreation in addition to flood control and stormwater management. Among the many flood control basins, the largest is Smith Creek Basin holding more than 600 acre-feet of water and requiring an excavation more than 100 feet deep covering 10 acres of land. Analysis was performed to demonstrate that the basins would not fall within the jurisdictional limits of DSOD demonstrating the spillway would detain a 100-year storm event flow and that the barrier height would be under six feet high. The project is currently in construction.

Relevant Features

- ◆ Integrated water resource management
- ◆ Naturalized stormwater management
- ◆ Groundwater recharge
- ◆ Hydraulic analysis / modelling
- ◆ Stormwater master planning

Civil Engineering Services

- ◆ New naturalized stormwater management system
- ◆ Zero-structure design to provide wildlife habitat
- ◆ Civil and structural design for open channels
- ◆ Construction services

Reference

TriPointe
 Gregory J. Hohman
 1250 Corona Pointe Ct #600, Corona CA 92879
 (949) 355-1080
gregory.hohman@tripointehomes.com
 Contract Initiation: December 2017
 Contract Expiration: December 2023

STAFF EXPERIENCE, CAPABILITIES AND ASSIGNMENTS

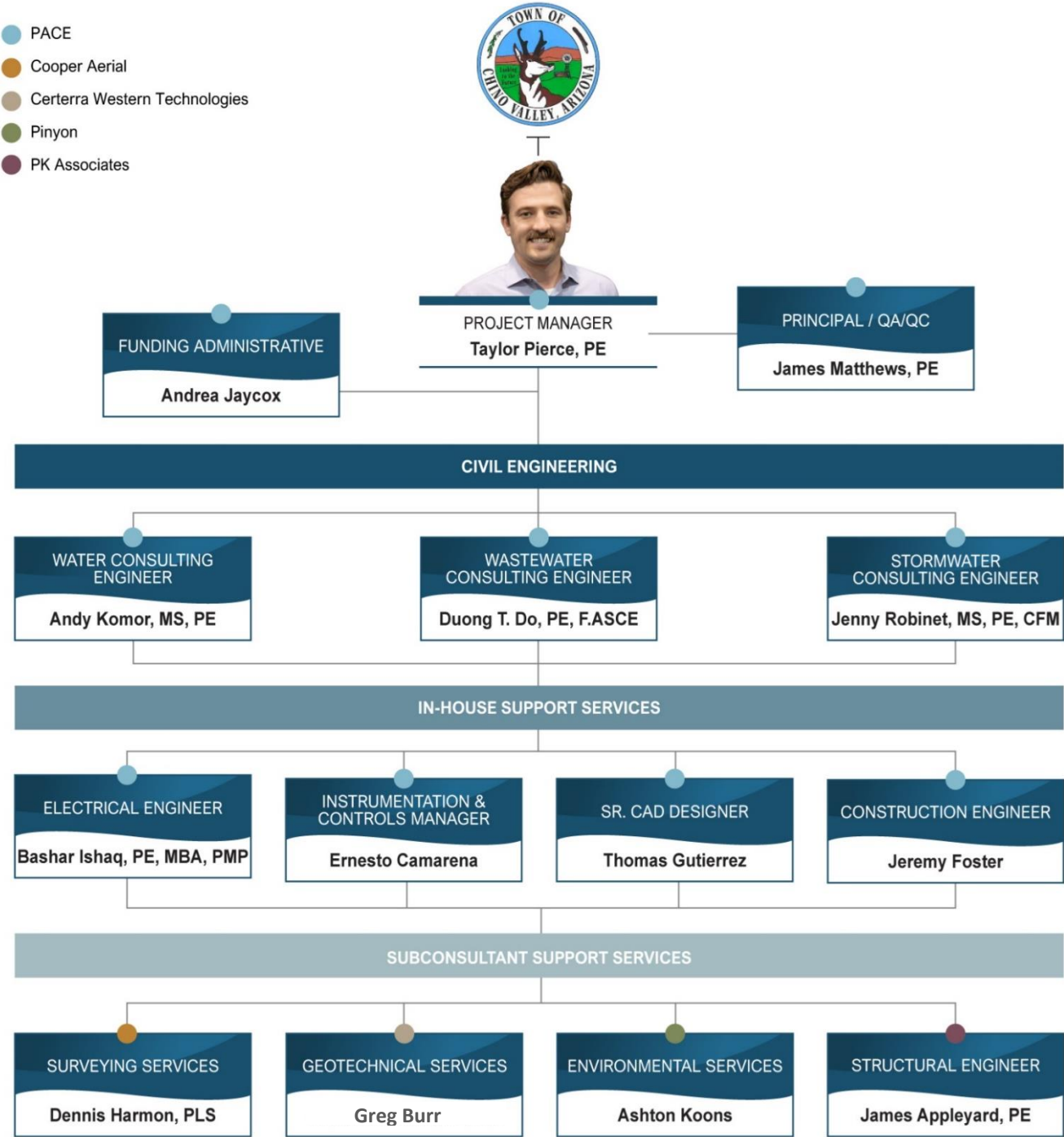




STAFF EXPERIENCE, CAPABILITIES & ASSIGNMENTS

Team Organization

Our team collectively offers well-rounded experience as engineers, construction managers, and water resource specialists who are fully committed to maintaining their assigned positions for the duration of the project. ***The Town will benefit from our commitment for personalized services focused on maximizing value of every project.*** Resumes detailing individual qualifications are included in Appendix B.



Subconsultant Firms

With the high level of local and specialized expertise, our subconsultant selection within the team depends on a well-organized planning and conceptual design process that uses staff only when needed for as long as needed and is determined by specific project requirements and locations.

Surveying — *Cooper Aerial*

Cooper Aerial is a civil engineering and land surveying firm experienced in topographic, survey, and GIS data. Cooper Aerial was founded in 1996 and their President and CEO personally oversee all project initiation activities and engages project teams throughout project delivery to ensure QA/QC standards are met and all expectations are exceeded.



Geotechnical Engineering — *Certerra Western Technologies*



Certerra Western Technologies is a consulting engineering firm and testing lab, specializing in Geotechnical Engineering, Environmental Consulting, Material Inspection and Testing, Nondestructive Testing and Examination, and Water/Wastewater Bacteriological Analysis. As an Arizona corporation founded in 1955, Certerra has been in the forefront of establishing and providing quality and responsive services.

Structural Engineering — *PK Associates, LLC*

PK Associates, LLC provides a full range of Structural Engineering Services from conceptual design through construction administration. Since 1992, we have been dedicated to exceeding client expectations and providing effective program design concepts and alternative structural system solutions. We are continually involved with complex and challenging structural design, using traditional methods combined with advanced computerized analysis and modeling techniques.



Environmental Consulting - *Pinyon*

Pinyon Environmental, Inc. (Pinyon), brings over 31 years of demonstrated environmental consulting experience for a variety of clients in the private and public sectors. Pinyon provides practical and manageable solutions for conducting environmental services that concurrently advance project goals while protecting and enhancing natural, cultural, and biological resources.



Staff Qualifications & Experience

NAME AND ROLE	EXPERIENCE, EDUCATION, AND PROFESSIONAL REGISTRATION	SCOPE OF SERVICES/ EXPERTISE AREAS	RELATED PROJECT EXPERIENCE
PACE			
TAYLOR PIERCE Project Manager, Engineer-of-Record	14+ years BSE Civil Engineering AZ PE: 70097 Wastewater Treatment Operator Certification: AZ	• Wastewater treatment • Water conveyance and distribution • Pump stations • Facility renovations • Licensed wastewater treatment operator	• Chino Valley WRF Capacity and Expansion Evaluation and Design • BDWID Water System Improvements • WHROA Water System Improvements • Kofa Well #4 • Sarival Water Reclamation Facility • Quartzsite WWTP Expansion • Quartzsite Wastewater System Phase 2 • Patagonia WWTP Improvements
JAMES MATTHEWS Principal, QA/QC	33 years BS Civil Engineering AZ PE: 34090	• Water/wastewater treatment & conveyance • Design / construction management • Instrumentation & controls system • QA/QC	• Chino Valley WRF Capacity and Expansion Evaluation and Design • Sarival Water Reclamation Facility • PLSD WWTP • Show Low WWTP

ANDREA JAYCOX Funding / Administrative	25+ years Associates in General Studies, Paradise Valley Community College	• Project management support • Contract administration • Permitting application and agency coordination • Funding application content development, agency compliance activity coordination	• Chino Valley WRF Capacity and Expansion Evaluation and Design • Sarival Water Reclamation Facility • San Luis East and West Wastewater Treatment Plant Upgrades • Tri-City Phase 1,2 & 3 Wastewater Collection System & WRF • Patagonia WWTP Improvements
ANDY KOMOR Water Consulting Engineer	25 years MS Civil and Environmental Engineering AZ PE: 46719	• Water treatment • Water conveyance and distribution • Pump stations • Water storage facilities • Recycled water systems • Facility renovations	• Dateland Water Treatment Plant GAC Pretreatment and RO Upgrade • Quartzsite WWTP Expansion • BDWID Water System Improvements • WHROA Water System Improvements
DUONG DO Wastewater Consulting Engineer	29+ years BS Environmental Engineering AZ PE: 40050 Former Wastewater Treatment Operator: CA	• Wastewater treatment • Effluent recharge • Pump stations • Water resource master planning and permitting • Facility renovations •	• PLSD WWTP • Show Low WWTP • Tri-City Phase 1,2 & 3 Wastewater Collection System & WRF • San Luis West WWTP Improvements • Winslow WWTP Renovations • Quartzsite WWTP Expansion • Somerton WWTP Phase III Expansion
JENNY ROBINET Stormwater Consulting Engineer	12 years MS Civil Engineering Certified Floodplain Manager US 17 09953	• Hydrologic and hydraulic analysis • Stormwater capture project design • Flood control and surface water management • Stormwater impact assessment • FEMA processing • HEC-RAS, HEC-HMS, XP-SWMM, HEC-6T, WSPG software	• Spring Mountain Ranch Flood Control Infrastructure • Atwell Regional Flood Control Master Planning and Design • Sarival Water Reclamation Facility • Show Low WWTP Evaluation and Expansion
ERNESTO CAMARENA Instrumentation & Controls Manager	33+ years AA / Applied Science, Computer Aided Drafting	• PLCs, SCADA • Field instrumentation • Development of P&IDs • Start-up, commissioning, and training • Troubleshooting and operations support • Hardwire, radio and cellular communications systems	• Valley Vista Wastewater Collection System • Show Low WWTP Evaluation and Expansion • Sierra Vista EOP • Winslow WWTP Renovations • Somerton WWTP Evaluation and Expansion
BASHAR ISHAQ Electrical Engineer	10+ years MS Business Analytics Hult Intl. Business School – 2021 MS Business Administration Hult Intl. Business School – 2020 BS Electrical Engineering University West – 2014	• Power distribution design • Project planning and final commissioning of project • Oversight of electrical team • Electrical design for direct on-line low voltage motors	• DL Ranch Booster Pump Station • Sundance Water Reclamation Facility Power System Study • San Luis West Wastewater Treatment Plant

TOM GUTIERREZ Sr. CAD Designer	29+ years AA Applied Science, Computer Aided Drafting, ITT Technical Institute	• Design and preparation of mechanical plans • Mechanical 3D modeling • Autodesk, AutoCAD, Civil 3D, and MEP • System layout, site grading, assemblies, profile design, etc.	• Sarival Water Reclamation Facility • Show Low WWTP • Sundance Water Reclamation Facility • Dateland Water Treatment Plant GAC Pretreatment Plant Upgrade • Orange Grove and Rancho Mesa Verde Potable Water System
JEREMY FOSTER Construction Engineer	12 years Construction BSE Civil Engineering	• Construction coordination and scheduling • Meeting facilitation • Submittal reviews • Field observation	• Chino Valley WRF Capacity and Expansion Evaluation and Design • BDWID Water System Improvements • WHROA Water System Improvements • Kofa Well #4 • Sarival Water Reclamation Facility • Quartzsite WWTP Expansion • Quartzsite Wastewater System Phase 2 • Patagonia WWTP Improvements
SUBCONSULTANTS			
DENNIS HARMON Cooper Aerial Surveying Services	18 years FAA Professional Remote Pilot AZ PLS: 68083	• Civil engineering & surveying • Water systems • Waterline • Topographic surveying • Construction layout / 3D modeling	• Loop 101 Shea to Princess • 75th Ave and Sells Road • COP 51st Ave Water Line • 20th Street • County Landfill
GREG BURR Certaerra Western Technologies Geotechnical Services	10+ years BS Geology RG AZ: 67873 PE AZ: 79669	• Materials Field Testing • Project Management • Geotechnical Engineering • Geotechnical exploration and evaluation • Special Inspections	• NAH Fort Tuthill Hospital • Old Route 66 Pavement Rehabilitation • TRSD Sewer Collection System • Woolford Road Reconstruction
ASHTON KOONS Pinyon Environmental Services	9+ years BSS, Environmental Geology, Biology, and Anthropology	• Environmental studies • Environmental planning & compliance services • Environmental determinations • Biological resources • Field Archaeologist	• Project Development On-Call / ADOT • Williamson Valley Rd and Stazenski Rd left turn, Chino Valley • City of Phoenix HUD On-Call • City of Avondale HUD On-Call • Bellemount Area I-40 DCR Update
JAMES APPLEYARD PK Associates, LLC Structural Engineer	14+ years BS Civil Engineering AZ: 70374	• Structural design and analysis • Construction administration • Seismic retrofits, structural • Water infrastructure • Wastewater infrastructure	• Chino Valley WRF Improvements • Sarival WRF • Liberty Utilities Monument Well • Quartzsite WWTP Expansion • Show Low WWTP Upgrades

Addenda Acknowledgement

PACE acknowledges receipt of all issued addenda and has incorporated their requirements into this Statement of Qualifications. Signed addenda are included in Appendix A following the Vendor Information Form.

PROJECT UNDERSTANDING AND APPROACH



PROJECT UNDERSTANDING
AMD APPROACH



PROJECT UNDERSTANDING & APPROACH

//14

Technical Approach Methodology

PACE's internal cohesive team of civil, mechanical, electrical, instrumentation, and hydraulic & hydrologic engineers, together with a team of specialty subconsultants can perform the evaluation, planning, design, construction, and startup for Town's wet utility projects. Following are five (5) major technical approach strategies that can apply to virtually every project.

Strategy 01

Involve Town Engineering, Operation and Maintenance Staff Early and Often

Many of our staff engineers are also licensed water and wastewater operators with significant experience in long-term O&M of pumping facilities. Our team will meet the challenges head-on by involving the Town's Engineering and Operation and Maintenance staff early and often. PACE's approach is to establish goals, review existing data, study record drawings, perform site visits, and identify issues with the project's solutions. We will always ask Town staff to take us to the station they like "the best" and to the one they deem "the worst." We then gain "lessons learned" knowledge to better meet the expectations of the Town staff.

Strategy 02

Employ Performance-Based Specification Process for Major Equipment Upgrades

Popular for treatment projects, waiting to complete the design to allow competitive bidding on major equipment reduces potential suppliers' interest to offer their value-added alternatives to serving the Town because it typically would require substantial re-design to implement. Performance-Based Specifications in the equipment selection process allow clients to get competitive bids during the early design stage, to evaluate capital and operational costs, and operational performance with "real numbers" before final design. The major advantage is that the project team can design knowing the price and equipment they will be using in the project without losing the benefit of a competitive free market.



Strategy 03

Utilize 3D Models to Visualize Design Clearly and Identify Potential Conflicts

Whenever the application allows for it, the design will be developed as a 3-Dimensional Model, allowing Town Staff and our design team to visualize the completed installation better and quickly identify potential construction and operational conflicts. From the model, PACE will generate traditional 2-D construction drawings for bid.

Strategy 04

Use In-House Instrumentation and Controls Specialists to Ensure Seamless Integration

PACE can offer our extensive in-house background in the design, fabrication, programming, and commissioning of complex PLC, radio, and SCADA control systems tethered to our direct, "real-world" operational experience of any pumping and control facilities. The objective is to provide seamless integration of new and old systems following Town standards.

Strategy 05

Provide Start-Up, Training, And Operational Support

PACE's staff is adept at supporting the Town's project team, including the operations staff, and can offer start-up planning and develop training manuals. Our engineers have the experience and skillsets to work side-by-side with the Town's operations staff during the implementation, start-up, and ultimately day-to-day operation of the upgraded facilities we design.

Management Plan

Our benchmark Project Management Approach considers each individual project to remain flexible for the specific project needs and objectives concerning planning, scheduling, estimating, communication, quality assurance / quality control (QAQC), etc.

Planning

PACE project management approach has been proven on past projects to be effective in meeting or exceeding client's goals on or ahead of schedule and within or below budget. Our approach facilitates strong communication and ensures that the Town will be apprised of all major project activities. This allows issues to be addressed quickly without sacrificing the project schedule or budget.

Cost Estimating & Control

Engineering costs will be controlled by frequent monitoring and early identification of any scope/design change affecting project costs. Construction costs for the proposed basin will be developed based on the preliminary design effort and using current costs for construction materials and techniques based on our recent/current experience and costing indexes. The estimate will then be compared to the Town's budget expectations and a gap is present, discussions will take place to determine if value engineering or other actions are necessary. All invoices are reviewed by the Project Manager for accuracy and compliance prior to submittal to the Town.

Scheduling

PACE will create a detailed schedule using Smartsheet scheduling system that will be maintained on a monthly basis for each assigned project. This program is easy to read, follow and maintain. Our Project schedule includes submittal dates, stakeholder meetings, design progress, QAQC reviews, and more. If delays occur, in or out of our control, that impact the schedule, we will know early and allocate resources in order to keep the project on track.

Management & Organization

The Project Manager, Taylor Pierce, will be responsible for all project management activities and will be the direct contact with the Town of Chino Valley. He will coordinate all planning and design work with all subconsultants and staff. Regular meetings or teleconferences will be held with applicable Project team members and consultants to resolve any engineering study and/or design issues. Meeting minutes will be kept and retained in Project files.

Subconsultant Management

Agreements with our subconsultants will be followed by detailed task orders delineating the budget, schedule, and scope. These task orders will be monitored for progress and compliance. We will track the resources and the costs against the planned targets to ensure the resources are efficiently employed. With the high level of local and specialized expertise proposed, our subconsultant selection within the team depends on a well-organized planning and conceptual design process that uses staff only when needed for as long as needed and is delineated by the specific project requirements and locations. Our project knowledge and the skill of our management team provide the basis for a well-managed study and design process.

Communication

The Project Manager will be the project's primary source contact with the client on contracting matters. A Contract Manager will be assigned to each project and will directly interface with the client as a primary contact.

All correspondence to the client, whether incoming or outgoing, will be through the Contract Manager. The Contract Manager will keep the client informed of the project progress on a monthly basis unless otherwise indicated in the work plan or contract work scope. The monthly progress reports will, at a minimum include:

- Schedule status
- Progress to date
- Work planned for upcoming month
- List of issues which may affect project schedule / objectives

Town Involvement

As noted in Strategy 01 in the previous section, many of our staff engineers are also licensed water and wastewater operators with significant experience in long-term O&M of facilities. Our team will meet the challenges head-on by involving the Town's Engineering and Operation and Maintenance staff early and often. PACE's approach is to establish goals, review existing data, study record drawings, perform site visits, and identify issues with the project's solutions.

APPENDIX A



PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact

Pacific Advanced Civil Engineering, Inc. (PACE)	Taylor Pierce, PE
Vendor Submitting SOQ	Name
F00403244	Sr. Project Manager
Arizona Corporation Commission File No.	Title
33-0265538	(602) 540-2727
Federal Tax ID No.	Phone
8723 E. Via de Commercio, #A-204	(480) 751-1810
Address	Fax
Scottsdale AZ 85258	tpierce@pacewater.com
City State Zip	Email
www.pacewater.com	
Website	Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.



TOWN OF CHINO VALLEY

ADDENDUM NO. 1

RFQ – FY 2026 On-Call Professional Services

SOQ Due Date: December 30, 2025

Time: 2:00 P.M., MST

Place: Town Clerk
202 North State Route 89
Chino Valley, AZ 86323

Make all revisions to the request for qualifications document stated herein. Insofar as the original request for qualifications are at variance with this Addendum, the Addendum shall govern.

This Addendum consists of 6 page(s).

RFI RESPONSES:

1. **Question:** Would the Town consider modifications to Section 12 of its On-Call Professional Services Agreement? As currently written, the indemnification provision appears to exceed the limitations set forth in A.R.S. §§ 34-226 and 41-2586, which govern the indemnification and defense obligations of design professionals. To ensure the Agreement aligns with statutory requirements, we respectfully request that the Town consider the following revisions in the event of an awarded contract.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. **Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to defend, indemnify or hold harmless an Indemnified Party in**

contravention of A.R.S. §§ 34- 226 or 41-2586 as applicable to the Services provided by Consultant under this Agreement.

Answer: Section 12 of the Professional Services Agreement is amended to read as follows:

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

2. Question: In the event of an awarded contract, would the Town consider clarifying that only insurance policies permitting additional insured status may be designated as primary or non-contributory? In light of this, the Proposer respectfully requests the following clarification to Section 13.1(E) and Section J(2) of the Town's Agreement:

13. Insurance.

13.1 General.

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

J. Evidence of Insurance

(2) The Consultant's **Commercial General Liability and Automobile Liability insurance** shall be primary insurance with respect to performance of this Agreement.

Answer: Please refer to Sections 13.1(C), (E), and (J)(1) - (3), as well as 13.2(A) and (B), for such clarification.

3. Question: I am reaching out to request a copy of the RFP for the Town of Chino Valley Professional Services On-Call – On-Call Professional Services solicitation. Our firm is very interested in the Land Survey category and would like to review the full RFP documents and any addenda so we can confirm our qualifications and prepare a Statement of Qualifications prior to the December 30, 2025 deadline.

Answer: The RFQ can be found at <https://www.chinoaz.net/Bids.aspx>

4. Question: If there is a designated plan holders list, procurement portal, or any required steps to be officially registered as an interested proposer, I would appreciate those details as well.

Answer: There's no plan holders list, portal, or registration. Just follow the RFQ submittal requirements.

5. Question: Regarding the Town of Chino Valley's RFQ for FY 2026 On-Call Professional Services, is the Town looking for a separate submittal on each discipline or would you like all disciplines to be addressed together in one 15-page submittal?

Answer: If the submitting consultant has the ability for more than one category, please submit separate SOQ's. You may also submit on one or all work types within the categories as they are only examples. You may also utilize subcontractors for services not performed in-house.

6. Question: Who is the Town's incumbent for SCADA programming?

Answer: Custom Automation for both Water and Wastewater SCADA programming

7. Question: What PLC hardware/software does the Town use?

Answer: Generic Allen Bradley software

8. Question: What SCADA software does the Town use?

Answer: Open Automation software

9. Question: How many assets does the town have (number of wells, pumps, treatment plants, etc.)?

Answer: Assets

- a. Water
 - i. 3 x well pumps
 - ii. 10 x booster pumps
 - iii. 4 x flow meters
 - iv. 2 x chlorinators
 - v. 2 x PLCs
- b. Wastewater
 - i. 2 x lift pumps
 - ii. 1 x flowmeter
 - iii. 5 x PLCs
 - iv. 2 x drum screens (w/ integrated PLCs)
 - v. 1 x grit separator
 - vi. 2 x RAS pumps
 - vii. 4 x blowers
 - viii. 1 x screw press (w/ integrated PLC)
 - ix. 1 x sludge pump

- x. 1 x polymer dose pump (w/ integrated PLC)
- xi. 3 x NPW pumps
- xii. 2 x UV disinfection units
- xiii. 2 x effluent pumps

10. Question: What is the Town's annual budget for each category, if any?

Answer: Annual Budget

- a. \$96,000 for all water equipment related costs
- b. \$85,000 for wastewater maintenance and repairs
- c. \$93,000 for wastewater new / replacement equipment

11. Question: In the spirit of the holiday season and with many teams operating on limited schedules, would the Town be open to extending the submission deadline from December 30th to early/mid January?

Answer: No, the due date will remain 12/30.

12. Question: We wanted to submit a request on page B-3, Paragraph 12 to see if the Town would be willing to amend that paragraph to the markups below.

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

Answer: The original response was no. This has been reconsidered and this section has been revised in the response to Question #1 above.

13. Question: Can I get more details on the environmental scope for this?

Answer: Consultants we use frequently perform

- Lead & Asbestos Testing
- Environmental Site Assessments (typically Phase 1)

Less often

- NEPA
- SWPPP Plans
- Archaeological & Biological Studies

14. Question: There is a discrepancy between the closing/due date posted on the Town's website (December 20) and the due date on the first page of the RFQ (December 30). Can you please clarify the due date?

Answer: The due date is 12/30. The 12/20 date on the Town's website was in error and has been corrected.

15. Question: Will the Town respond to questions as they are received or wait until after the December 12 close date to provide all answers in one document?

Answer: They will be responded to as they come with a formal addendum addressing all questions after the inquiry period.

16. Question: Given the holiday season and the timeframe when the answers might be released near the prospective due date, would the Town consider providing an extension to the SOQ due date?

Answer: The due date is to remain 12/30.

17. Question: I wanted to clarify whether firms are required to address all of the bullets listed under Civil Engineering, or if responding to just one is sufficient.

Answer: You may submit on one or all work types as they are only examples. You may also utilize subcontractors for services not performed in-house.

18. Question: For the categories identified by the Town of Chino Valley (Civil Engineering, Geotechnical Engineering, Electrical & SCADA Programming, Architecture, and Landscape Architecture), should qualified firms submit a separate SOQ for each category, or combine all selected categories into a single 15-page SOQ?

Answer: If the submitting consultant has the ability for more than one category, please submit separate SOQ's.

19. Question: In Part 1 of Section A of the RFQ, the language regarding "submittal quantities" specifies a hard copy of the SOQ. Is this hard copy to be bound? If so, is there a preferred format or type?

Answer: The hard copy submittal should be bound but there is no preference as to the type.

20. Question: We wanted to confirm the due date for this submission. Is it 12/20 or 12/30?

Answer: The due date is 12/30 though prior to that date is acceptable. The 12/20 date on the Town's website was in error and has been corrected.

21. Question: Also, will there be an option to submit electronically?

ADDENDUM ACKNOWLEDGMENT

Answer: Electronic submissions won't be accepted. One hard copy and one pdf on a portable storage device must be received by the Town Clerks office by the submission deadline.

22. Question: May we submit for one category only, or do we need to submit for all five categories?

Answer: Yes, you may submit from only one category.

23. Question: Within Category 1, may we submit for transportation, traffic, and plan review only, or do we need to submit for water, wastewater, and storm drain also?

Answer: Yes, you may submit from a few or all work types as they are only examples. You may also utilize subcontractors for services not performed in-house.

24. Question: There is some concern regarding the Indemnity Clause in the Professional Services Agreement (paragraph 12). Is the town open to negotiation of the indemnity clause if CD&E is awarded the contract?

Answer: The original response was no. This has been reconsidered and this section has been revised in the response to Question #1 above.

BY



Steven Sullivan, PE
Assistant Town Engineer

Date

12/16/25

PACE acknowledges receipt of the addendum.

Signature:



Taylor Pierce, PE - Sr. Project Manager - Environmental Water Division

APPENDIX B





EDUCATION

*B.S.E. Civil Engineering
Arizona State University / 2012
Magna Cum Laude*

YEARS OF EXPERIENCE

*9+ Years
With others over 2 years*

REGISTRATIONS

*Professional Engineer / AZ
2019 / 70097*

*Professional Engineer / CA
2015 / 84580*

*Professional Engineer / CO
2017 / 52801*

*Professional Engineer / KS
2018 / 26632*

*Treatment Operator
Certification: California*

AFFILIATIONS

Chi Epsilon – Honor Society

*American Public Works Association
(APWA)*

Taylor Pierce's experience in the Civil Engineering field includes project coordination, process equipment selection, field engineering, and construction management. His construction administration responsibilities include observation and inspection of field work to ensure general compliance with the design. His experience also includes the preparation of technical reports, operations and maintenance manuals, and biosolids management plans. Mr. Pierce is adept in coordinating project plans, specifications, and reports with multiple consultants to obtain an efficient, buildable, and operable system. He is proficient in AutoCAD and familiar with construction estimating and project scheduling.

RELATED EXPERIENCE

Chino Valley WRF Capacity and Expansion Evaluation and Design – Chino Valley, AZ

Mr. Pierce served as Project Engineer for the evaluation of the Town of Chino Valley's Water Reclamation Facility (CVWRF) which treats raw wastewater collected from the Town of Chino Valley, Arizona. Although the CVWRF was satisfying the current permit requirements, the Town recognized a risk of violation with current flow conditions due to daily periods of high inflow and operation at or above industry standard, occasionally reaching 80% of the 0.5 MGD design capacity. As a result, the biological loading rates consistently exceeded the design loading rates for the facility and as such, the secondary treatment process struggled to treat to the permitted limits for Total Nitrogen. PACE performed numerous evaluations, and based on the results of the hydraulic and biological capacity studies, recommended the following minimum improvements across multiple proposed alternatives for flow / load equalization or additional hydraulic and biological capacity to meet current and near-term conditions, add an automated MicroC dosing system at the RAS return to the Anoxic Basins, replace the existing UV system with a new low-pressure high-output inline UV disinfection system, and install an additional sludge dewatering system to provide more dewatering capacity for normal operating conditions and redundancy to accommodate mechanical failures in the system. Mr. Pierce is now serving as the Project Manager and Engineer-of-Record for the design.

BDWID Water System Improvements – Bouse, AZ

Mr. Pierce served as the Engineer of Record for the Bouse Domestic Water Improvement District (BDWID) groundwater well and treatment system upgrades. PACE evaluated required upgrades and prepared a Preliminary Engineering Report to assist BDWID in addressing water quality and aging infrastructure issues associated with its existing potable water system. Design has been completed, and the upgrades include replacing 13,000 linear feet of existing 2" water line with 6" piping and installing new drive-by radio read meters, a new 100 gpm adsorption with granular ferric hydroxide arsenic treatment facility, an operations building, a new 100 gpm (at minimum) groundwater production well, and a new 70,000-gallon storage tank. The design overhauls the existing system to meet increased demand and drinking water standards.

WHROA Water System Improvements – Dewey, AZ

Mr. Pierce served as the Project Manager for the White Horse Ranch Owners Association (WHROA) water system improvements. The system includes four (4) wells, one (1) 80,900-gallon storage tank and two (2) liquid feed chlorination feed units. Two major issues with the water system are driving the need for improvements: elevated nitrate levels in source water feeding the four wells and insufficient water volume supplied from the wells is to meet customer demands. Improvements included design and installation of a new 50 gallons per minute (gpm) ion exchange (IX) nitrate removal water treatment system, a new treatment plant access road to be used for site access and water hauling, a new chlorine disinfection system, and a 5,000-gallon brine waste storage tank for hauling waste water offsite. WHROA received USDA-RD funding for the design and construction of these improvements.

Sarival Water Reclamation Facility– Goodyear, AZ

Mr. Pierce served as the Sr. Project Engineer for the Sarival Water Reclamation Facility project for construction of site improvements. PACE was a subconsultant for the Sarival WRF Conceptual Design Report (CDR). The CDR laid out a

TAYLOR B. PIERCE, PE

PROJECT MANAGER / ENGINEER-OF-RECORD

development program for the WRF and a regional bio-solids facility to accommodate the growth of Liberty Utility's western service area. The CDR considered growth projections, flexibility to manage flows between Sarival WRF and Palm Valley WRF, and cost-effective bio-solids management strategies. The design concept developed features expandability from 2.0 MGD to 12.0 MGD average day capacity, fitting within the 6.1-acre designated site where the Sarival Lift Station currently resides and providing flexibility for various effluent reuse alternatives. Currently, PACE is providing design, permitting, and construction services for the new 4.0 MDG WRF.

Town of Patagonia Wastewater Treatment Plant – Patagonia, AZ

Mr. Pierce served as the Engineer-of-Record for the Town of Patagonia's 110,000 gallons per day (GPD) wastewater treatment plant. PACE performed an evaluation to seek ways of optimizing the facility. Mr. Pierce led the design and construction of the project to include repairs of basin walls, replacement of the anoxic mixer motor, and installation of new fine bubble aerators, aeration blowers, chemical loading dock, chemical bulk storage tanks, and internal recycle pump.

Tri-City Regional Sanitary District Phase 1, 2 & 3 Wastewater Collection System & Water Reclamation Facility – Gila County, AZ

Mr. Pierce is serving as a Project Engineer for Phases 1, 2 & 3, respectively, of a new regional wastewater system for the Tri-City Regional Sanitary District (TRSD). TRSD encompasses over five square miles of residential, commercial and industrial property in Gila County, AZ. The majority of the homes currently use cesspools and septic systems for wastewater disposal. Over 80% of these systems are functioning below ideal performance and some are completely out-of-service. The proposed project will abandon existing cesspools and septic systems and install of 8-10" sewer pipeline, lift stations, and a new MBR water reclamation facility that will serve approximately 4,200 residents.

San Luis East Wastewater Treatment Plant – San Luis, AZ

Mr. Pierce is serving as the Project Engineer for the San Luis East Wastewater Treatment Plant. PACE was charged with providing engineering services to the City of San Luis for miscellaneous improvements to its existing facility. A PACE evaluation recommended improvements include headworks capacity and redundancy improvements, Grading and Site Improvements, and Effluent Flow Meter and Chlorine Contact Basin Improvements. Additionally, Consultant shall perform a preliminary evaluation of the plant expansion of the East WWTP to 4.0 MGD. The plant expansion evaluation will be considered in 3 phases in 1 MGD increments with an alternate to increase from 2.0 MGD to 4.0MGD as a cost comparison. The purpose of these evaluations is to provide the City with a planning document that will assist the City with any future development treatment expansion requirements.

Show Low Wastewater Treatment Plant Upgrades – Show Low, AZ

Mr. Pierce assisted with the design, permitting, bid and construction services for the City of Show Low WWTP project. The City commissioned PACE to evaluate and assist in designing and implementing the most appropriate and cost-effective solutions to upgrade and expand the City's existing WWTP. With PACE's design, the treatment capacity will be increased from 1.42 to 2.5 MGD, and will also achieve higher water quality to meet and exceed stringent effluent requirements.

Dateland Water Treatment Plant Expansion – Dateland, AZ

Mr. Pierce assisted with construction services for the Dateland Water Treatment Plant expansion. PACE provided Dateland Public Service Co. with inland desalination alternatives, engineering design, environmental permitting, and grant funding application services to improve and expand their existing groundwater reverse osmosis (RO) treatment system. The groundwater in the Dateland basin contains several trace contaminants, including arsenic and fluoride; has irrigation inhibitors boron, chloride, and sodium; and overall contains high levels of total dissolved solids (TDS). The contaminants must be removed to comply with primary and secondary drinking water standards. This project scope included alternatives analysis, funding through the U.S. Department of Agriculture – Rural Development (USDA-RD) and Water Infrastructure Finance Authority of Arizona (WIFA), performance specifications, final design, permitting, bid services, and construction services.



EDUCATION

*BS Civil Engineering
San Diego State University – 1994*

YEARS OF EXPERIENCE

*33 Years
Joined PACE in 1994*

REGISTRATIONS

*Professional Engineer / CA 57446
Professional Engineer / AZ 34090
Professional Engineer / CO 0054243
Professional Engineer / FL 69722
Professional Engineer / HI 13718
Professional Engineer / ID 11229
(inactive)
Professional Engineer / NM 16491
(inactive)
Professional Engineer / PA PE097216
Professional Engineer / TX 132370
Professional Engineer / UT
11893246-2202
Professional Engineer / VA
0402040716
NCEES 18-931-54
Wastewater Treatment Operator / AZ
WW023812 (inactive)*

AFFILIATIONS

*American Water Works Association
(AWWA)
Water Environment Federation (WEF)*

James Matthews is highly regarded in the water, wastewater, recycled water, and stormwater industries for his tremendous wealth of practical knowledge and his ability to use old and new technologies, hands-on experience, and research to produce value for his clients and their projects. Mr. Matthews has created designs for a multitude of award-winning projects; saving capital and operation costs, reducing construction schedules, and minimizing operation and maintenance needs on water and wastewater treatment facilities, reservoirs, and pump stations by implementing creative ideas and concepts. As both a licensed engineer and operator, Mr. Matthews is a technical expert in infrastructure and treatment engineering design, construction, and operations. He has particular experience in leading design and design-build teams by providing “cradle to grave” services on all aspects of complex water resource projects. He has been directly involved in over 250 water projects in the U.S., Canada, and Central America.

RELATED EXPERIENCE

Chino Valley WRF Capacity and Expansion Evaluation – Chino Valley, AZ

Mr. Matthews served as Principal /QAQC for the evaluation of the Town of Chino Valley’s Water Reclamation Facility (CVWRF) which treats raw wastewater collected from the Town of Chino Valley, Arizona. Although the CVWRF was satisfying the current permit requirements, the Town recognized a risk of violation with current flow conditions due to daily periods of high inflow and operation at or above industry standard, occasionally reaching 80% of the 0.5 MGD design capacity. As a result, the biological loading rates consistently exceeded the design loading rates for the facility and as such, the secondary treatment process struggled to treat to the permitted limits for Total Nitrogen. PACE performed numerous evaluations, and based on the results of the hydraulic and biological capacity studies, recommended the following minimum improvements across multiple proposed alternatives for flow / load equalization or additional hydraulic and biological capacity to meet current and near-term conditions, add an automated MicroC dosing system at the RAS return to the Anoxic Basins, replace the existing UV system with a new low-pressure high-output inline UV disinfection system, and install an additional sludge dewatering system to provide more dewatering capacity for normal operating conditions and redundancy to accommodate mechanical failures in the system Mr. Matthews is now overseeing the design for this upgrades project.

Chino Valley WRF Expansion Evaluation and Design – Chino Valley, AZ

Mr. Pierce is serving as Principal /QAQC the evaluation of the MBR WRF, which recommended improvements for flow equalization and additional capacity to meet current and near-term conditions and regain the 0.5 MGD design capacity.

Sarival Water Reclamation Facility (WRF) – Goodyear, AZ

Mr. Matthews served as the Project Manager for this new facility which will treat an average day flow capacity of 4.0 MGD with a maximum day flow capacity of 6.0 MGD and a peak-hour capacity of 10 MGD, providing support to an existing built-out regional WRF for current loading and future flow conditions. The facility uses an MBR treatment process followed by chlorination disinfection to meet Arizona requirements for unrestricted reuse of recycled water. The treatment process consists of an advanced and integrated influent headworks and grit removal and washing system, followed by the advanced Closed Loop Reactor (CLR) secondary treatment process trains, coupled to four membrane separation trains and followed by the sodium hypochlorite disinfection process and chlorine contact basins and effluent reclamation pump station. Effluent from the WRF is designed to go to two discharge points – one sharing a discharge point to an aquifer with another regional facility and the other to a local irrigation district’s canal for irrigation use. At full buildout, the design of the WRF will provide an average daily flow capacity of up to 8.0 MGD with a maximum daily capacity of 12.0 MGD

Quartzsite WWTP Evaluation and Expansion – Quartzsite, AZ

Mr. Matthews served as the Principal Engineer for the in-depth evaluation of the proposed SBR expansion and the existing SBR system, along with all the other existing unit processes. The evaluation included detailed hydraulic analysis, biological process modeling, energy consumption analysis, and electrical and control system review. PACE's evaluation identified that the new proposed SBR expansion did not provide adequate summer low flow treatment and would double the electrical power requirements. PACE also identified several capital and operational cost reduction measures that, when combined, provided better day-to-day treatment plant performance, a reduction in capital cost of 20% (\$750,000 on \$4M project) and a corresponding energy cost reduction of 40% equating to a savings of \$25,000/yr at current flows and up to \$40,000/yr at design flow. One of the measures included dividing the existing SBR basin into two smaller basins to allow better summer low flow treatment but still had the capacity to treat the design flow of 0.9 MGD.

Show Low Wastewater Treatment Plant Evaluation and Expansion – Show Low, AZ

The City of Show Low commissioned PACE to evaluate, design and assist in implementing the most appropriate and cost effective solutions to upgrade and expand the City's existing WWTP. The new WWTP utilizes an Extended Aeration Activated Sludge (EAAS) process to produce effluent quality that can meet AZ Title 18 BADCT effluent limits for Total Nitrogen (TN) of <10 mg/L. Since the construction was completed, the facility has consistently produced effluent with TN level of less than 3 mg/L (and at times <1 mg/L). In addition to the new treatment process, a key component to meeting and maintaining consistent effluent quality is the WWTP process control. Mr. Matthews served as the Principal QA/QC and Instrumentation & Controls Lead Engineer to program and integrate the PLC controls and SCADA for the WWTP. Since the WWTP new process requires constant flow and level control in order to maintain proper treatment, a network of PLCs, field instrumentation and SCADA was implemented that allows for tight controls of the process with minimum onsite supervision. PACE's ability to provide both process design and engineering, along with the ability to provide controls integration has made the Show Low WWTP Upgrades Project a great success for the City.

Pinetop Lakeside Sanitary District WWTP – Lakeside, AZ

Mr. Matthews served as the Principal Engineer to provide full design services for the upgrades that will provided the following benefits 1) increased energy efficiency and process performance through replacement of aging equipment, 2) flow control to provide flow equalization to improve downstream process performance, 3) allow facility to meet original 2.0 MGD design treatment capacity and higher effluent quality, 4) heighten environmental stewardship through higher water quality discharge.

City of Somerton Wastewater Treatment Plant Expansion – Somerton, AZ

Mr. Matthews served as the Principal Engineer and Senior Process Designer in the City of Somerton (located 9 miles south of Yuma, AZ) for the expansion of an existing 0.8 MGD SBR treatment facility. Under Mr. Matthews's direction, the project was re-evaluated from a simple copy of the existing four-tank SBR, providing a total of 1.6 MGD, to converting the SBR tanks into a four-stage Barden Phos process, providing 1.8 MGD capacity. The alternative provides the City with 10% to 15% more capacity at a cost savings of nearly 30% over the original SBR expansion. The facility design includes conversion and upgrades to the existing SBR aeration and mixing systems, the new 60-foot high-performance clarifiers, a new RAS/WAS pumping station, a new constant SRT control system and a new two-story solids dewatering building. PACE prepared a USDA-RD PER to assist in obtaining \$7 million in funding.

City of Sierra Vista EOP Wastewater Treatment Plant Sludge Dewatering Upgrade – Sierra Vista, AZ

Mr. Matthews served as the Principal / QA/QC to provide equipment process selection and design services to the City of Sierra Vista, as part of design improvements to upgrade their Environmental Operations Park (EOP) WWTP. The preliminary design for the new sludge dewatering equipment utilized a performance-based equipment selection process to solicit equipment manufacturer proposals for energy-efficient equipment to be implemented into the design of a 5-acre USEPA Class A Bio-solids Composting Facility. This approach provided the City with competitive proposals meeting the stated criteria, and allowed for initial design to be based around the pre-selected equipment early on. The new bio-solids facility utilizes a 400 gpm PW Tech screw press to both thicken and dewater 0.5%-0.8% solids from the WWTP clarifiers to final cake solids between 15 to 16% for composting and eventual public sales distribution.



EDUCATION

*Associates in General Studies,
Paradise Valley Community College*

YEARS OF EXPERIENCE

*25+ Years
Joined PACE in 2007*

With over 25 years experience in engineering, architecture and construction industries, Mrs. Jaycox has supported projects with PACE for 18 years. She has managed all aspects of project administration for sewer, water, and recycled water systems from project administration and support, contract administration, technical writing, permitting and funding administration/compliance. The majority of the projects have been completed for municipalities and improvement districts in Arizona. She has extensive experience in project management support for multiple projects with numerous simultaneous efforts. She leads funding application and compliance efforts on all Arizona projects, including application content development, required submittals and pay applications throughout the projects with funding entities such as WIFA, USDA, CBDG, USACE and others.

RELATED EXPERIENCE

Chino Valley WRF Capacity and Expansion Evaluation and Design – Chino Valley, AZ

Mrs. Jaycox served as the Project Coordinator for the evaluation of the Town of Chino Valley's Water Reclamation Facility (CVWRF) which treats raw wastewater collected from the Town of Chino Valley, Arizona. Although the CVWRF was satisfying the current permit requirements, the Town recognized a risk of violation with current flow conditions due to daily periods of high inflow and operation at or above industry standard, occasionally reaching 80% of the 0.5 MGD design capacity. As a result, the biological loading rates consistently exceeded the design loading rates for the facility and as such, the secondary treatment process struggled to treat to the permitted limits for Total Nitrogen. PACE performed numerous evaluations, and based on the results of the hydraulic and biological capacity studies, recommended the following minimum improvements across multiple proposed alternatives for flow / load equalization or additional hydraulic and biological capacity to meet current and near-term conditions, add an automated MicroC dosing system at the RAS return to the Anoxic Basins, replace the existing UV system with a new low-pressure high-output inline UV disinfection system, and install an additional sludge dewatering system to provide more dewatering capacity for normal operating conditions and redundancy to accommodate mechanical failures in the system. Mrs. Jaycox is now serving as the Sr. Project Coordinator for the design assisting with the funding, permitting and administrative tasks for the design.

Quartzsite WWTP Upgrades – Quartzsite, AZ

Mrs. Jaycox served as the Project Coordinator for the expansion of this existing 0.45 MGD SBR WWTP. The design upgrades included increasing the capacity to 0.9 MGD, improvement of water quality, process redundancy, and reduced operating cost. Mrs. Jaycox oversaw schedule, budget and project deliverables for the team, including subconsultants, providing detailed tracking and documentation of every element of the project. She has also coordinated all USDA-RD funding activities, helping to secure over \$11M in funding by leading the assembly of a PER, the Environmental Assessment (EA), RD Apply online application and pay applications throughout the project. **The Quartzsite WWTP was awarded the 2020 APWA Project of the Year Award -Small Cities/ Rural Communities and the 2020 AZ Water Association Treatment Plant of the Year – Small Systems.**

Sarival Water Reclamation Facility– Goodyear, AZ

Mrs. Jaycox served as the Project Coordinator for permitting of the Sarival Water Reclamation Facility project. Permits included ADEQ APP, AZPDES, AQD. PACE was a subconsultant to PERC Water for the Design-Build of the facility, serving as engineer-of-record and leading the design of an average day flow capacity of 4.0 MGD with a maximum day flow capacity of 6.0 MGD and a peak-hour capacity of 10 MGD. The facility uses an MBR treatment process followed by chlorination disinfection to meet Arizona Department of Environmental Quality Title 18 Class A+ requirements for unrestricted reuse of recycled water.

ANDREA JAYCOX

FUNDING / ADMINISTRATIVE



Tri-City Regional Sanitary District Phase I, II & III Wastewater Collection System & Water Reclamation Facility – Gila County, AZ

Mrs. Jaycox served and is serving as the Project Coordinator for Phase I & II, respectively, of a new regional wastewater system for the Tri-City Regional Sanitary District (TRSD). TRSD encompasses over five square miles of residential, commercial and industrial property in Gila County, AZ. The project will abandon existing cesspools and septic systems and install of 8-10" sewer pipeline, lift stations, and a new water reclamation facility that will serve approximately 1,200 residents. Mrs. Jaycox oversees schedule, budget and project deliverables for the team, including subconsultants, providing detailed tracking and documentation of every element of the project. She has also coordinated all USDA-RD and WIFA funding activities, leading the assembly of two PERs, the EA, RD Apply online applications and pay applications throughout the project, helping to secure nearly \$34M in funding.

Somerton WWTP Phase III Expansion – Somerton, AZ

Mrs. Jaycox served as the Project Coordinator for the City of Somerton's wastewater treatment facility expansion from 0.8 MGD to 1.6 MGD. Mrs. Jaycox oversaw schedule, budget and project deliverables for the team, including subconsultants, providing detailed tracking and documentation of every element of the project. She has also coordinated all USDA-RD and WIFA funding activities, leading the assembly of a PER, the EA, RD Apply online application and pay applications throughout the project.

Pinetop Lakeside Sanitary District WWTP – Lakeside, AZ

Mrs. Jaycox served as the Project Coordinator for the evaluation and subsequent plant upgrades that regained the 2.0 MGD design capacity. Mrs. Jaycox oversaw schedule, budget and project deliverables for the team, including subconsultants, providing detailed tracking and documentation of every element of the project.

Sierra Vista EOP Water Reclamation Facility – Sierra Vista, AZ

Mrs. Jaycox served as the Project Coordinator for the complete design of the facility, including overall project coordination, process evaluation and design, plan development and permitting for the City's Environmental Operations Park (EOP), a 4 MGD multi-cell advanced secondary lagoon treatment system. Mrs. Jaycox oversaw schedule, budget and project deliverables for the team, including subconsultants, providing detailed tracking and documentation of every element of the project. She has also coordinated all USDA-RD funding activities by leading the assembly of a PER, the Environmental Assessment (EA), RD Apply online application and pay applications throughout the project. **The City of Sierra Vista WWTP was awarded the 2014 APWA Public Works Project of the Year.**

Show Low Wastewater Treatment Plant Upgrades – Show Low, AZ

Mrs. Jaycox served as the Project Coordinator on the Show Low Wastewater Treatment Plant Upgrade project, which converted a multi-cell aerated lagoon into a 2.5 MGD Extended Aeration Activated Sludge (EAAS) WWTP, using Parkson's Biolac Treatment Process. Mrs. Jaycox oversaw schedule, budget and project deliverables for the team, including subconsultants, providing detailed tracking and documentation of every element of the project. She also led the permit applications for the project, including ADEQ, AQD, APP, AZPDES, Clean Closure and USACE Jurisdictional Delineation. **The Show Low WWTP was awarded the 2018 WaterReuse Award.**

Valley Vista Sewer Lift Station & Force Main – Somerton, AZ

Mrs. Jaycox served as the Project Coordinator for this USDA-RD funded wastewater collection system project and helped to secure nearly \$1.7M in funding. PACE was engaged by the City of Somerton to provide design services for the decommissioning of a small wastewater treatment plant and lift station, and subsequently for a new lift station and installation of a new sewer collection system that will redirect the flows to the newly upgraded Somerton WWTP. Mrs. Jaycox oversaw schedule, budget and project deliverables for the team, including subconsultants, providing detailed tracking and documentation of every element of the project. She has also coordinated all USDA-RD funding activities by leading the assembly of a PER, the Environmental Assessment (EA), RD Apply online application and pay applications throughout the project.

Winslow WWTP Renovations – Winslow, AZ

Mrs. Jaycox served as the Project Coordinator for the evaluation and improvement designs to regain the original plant design capacity of 2.2 MGD. The improvements installed a new combined headworks system consisting of a 6.8 MGD rated, 6mm drum screen with an attached aerated grit chamber and conveyor. The grit removal system consists of an aerated grit chamber installed directly after the drum screen. To promote settling of grit, coarse bubble diffusers installed on one side of the tank promote a spiral mixing pattern where a horizontal screw conveyor moves the collected grit into a centralized hopper. From here an inclined screw conveyor conveys the grit out of the tank for disposal. Mrs. Jaycox coordinated the USDA-RD funding application process, including the development of a Preliminary Engineering Report (PER), which led to an award of \$6.6 million in funding.



EDUCATION

MS Civil and Environmental
Engineering
Arizona State University – 2001
BS Civil Engineering
University of Minnesota – 1999
Cum Laude

YEARS OF EXPERIENCE

25 Years
Joined PACE in 2000

REGISTRATIONS

Professional Engineer / CA 64928
Professional Engineer / AZ 46719
Professional Engineer / LA
PE.0034854 (inactive)
Professional Engineer / OR 95149PE
(inactive)

AFFILIATIONS

Adjunct Instructor of Water Reuse,
Santiago Community College
Past President of Orange County
Water Association (OCWA)
California Water Environment
Association (CWEA)
WaterReuse Foundation
National American Lake Management
Society (NALMS)

PUBLICATIONS

Photobiological Treatment of RO
Reject. Global Water Intelligence. 2020
Cost to Benefit Analysis of
Desalination of Golf Irrigation Water.
Water Reuse Symposium. Phoenix,
AZ. 2011
Effects of Nitrification, Stratification,
and Algaecidal Disinfection in
Country's Largest Recycled Water
Reservoirs. Water Reuse Symposium,
Washington, D.C. 2010

Andy Komor is a technical expert on engineering infrastructure having successfully performed engineering design, project management, and field services for over \$700 million in capital on over 300 completed water resource projects in the past 15 years. His background as a researcher has led to several national presentations and technical papers. Mr. Komor is sought after as a technical consultant and designer on water resources projects including advanced wastewater treatment and water recycling, drinking water, water infrastructure, ocean and brackish water desalination, groundwater recharge, lake and reservoir water quality enhancements, and new technology research and development. As part of the design and engineering of such projects, Mr. Komor is adept at providing comprehensive civil, mechanical, structural, electrical, and controls designs which are innovative, cost-effective, and highly operable. He also has significant experience in field engineering, construction oversight, and start-up services through design-build projects and design-bid-build project structures. Mr. Komor has an excellent breadth and depth of experience in water resources and will ensure a value-added approach, sound design, and effective implementation of the project.

RELATED EXPERIENCE

Orange Grove and Rancho Mesa Verde Potable Water System – Somerton, AZ

Mr. Komor served as the Sr. Project Engineer for the design of the City of Somerton's new potable water distribution system for the Orange Grove and Rancho Mesa Verde (OGRMV) subdivisions for tie-in to the City's existing water system. The infrastructure consists of three segments of new piping (approximately 8,500 linear feet) and a new 180,000-gallon potable water storage tank and a booster pump station. The project was funded through the Arizona Department of Housing (ADOH) with a Community Development Block Grant (CDBG).

Dateland Water Treatment Plant GAC Pretreatment and RO Upgrade – Dateland, AZ

Mr. Komor served as Project Manager for this brackish groundwater potable water treatment project. He led engineering design, environmental permitting, and grant funding application services to improve and expand their existing groundwater Reverse Osmosis (RO) treatment system which features a Granular Activated Carbon (GAC) pre-filtration and ion exchange (IX) skid, expanding the treatment capacity to over 80,000 gpd and increased recovery from 65 to 85%.

BDWID Water System Improvements – Bouse, AZ

Mr. Komor served as Consulting Engineer / QA/QC for the Bouse Domestic Water Improvement District (BDWID) groundwater well and treatment system upgrades. PACE evaluated required upgrades and prepared a Preliminary Engineering Report to assist BDWID in addressing water quality and aging infrastructure issues associated with its existing potable water system. Design has been completed, and the upgrades include replacing 13,000 linear feet of existing 2" water line with 6" piping and installing new drive-by radio read meters, a new 100 gpm adsorption with granular ferric hydroxide arsenic treatment facility, an operations building, a new 100 gpm (at minimum) groundwater production well, and a new 70,000-gallon storage tank. The design overhauls the existing system to meet increased demand and drinking water standards.

WHROA Water System Improvements – Dewey, AZ

Mr. Pierce served as the Project Manager for the White Horse Ranch Owners Association (WHROA) water system improvements. The system includes four (4) wells, one (1) 80,900-gallon storage tank and two (2) liquid feed chlorination feed units. Two major issues with the water system are driving the need for improvements: elevated nitrate levels in source water feeding the four wells and insufficient water volume supplied from the wells is to meet customer demands. Improvements included design and installation of a new 50 gallons per minute (gpm) ion exchange (IX) nitrate removal water treatment system, a new treatment plant access road to be used for site access and water hauling, a new chlorine disinfection system, and a 5,000-gallon brine waste storage tank for hauling waste water offsite. WHROA



Santa Monica Sustainable Water Infrastructure Project (SWIP) Advanced Water Treatment Facility – Santa Monica, CA

Mr. Komor served as the Sr. Consulting Engineer for the design of the Advanced Water Treatment Facility (AWTF), a key component of the City of Santa Monica's Sustainable Water Infrastructure Project (SWIP). The AWTF treats a combination of raw wastewater and harvested stormwater, producing 1.0 MGD of purified water for groundwater augmentation. The facility is one of the first to take in raw wastewater, fully oxidize the stream via biological treatment, and provide the pathogen reduction requirements to meet California Title 22 regulations for Indirect Potable Reuse (IPR). The treatment process consists of a five-barrier stream: membrane bioreactor (MBR), cartridge filtration, reverse osmosis (RO), ultraviolet advanced oxidation process (UVAOP), and chlorine disinfection. The facility is the first to receive pathogen credits through the MBR and cartridge filtration processes by being deliberate in the selection of the equipment and design of the systems to remain within certain operating envelopes. The RO uses Total Organic Carbon (TOC) as a surrogate parameter to measure pathogen reduction, which allows a higher pathogen reduction value to be claimed than typical conductivity values. UVAOP uses free chlorine as the oxidant to reduce the number of chemicals required on-site, with residual chlorine providing downstream process benefits for chlorine disinfection.

Mountain House Water Reclamation Facility Expansion – Mountain House, CA

Mr. Komor served as the Lead Process Engineer to provide the design, permitting, construction services, and start-up services for the Phase II expansion and is currently providing design for the Phase III expansion of the Mountain House Water Reclamation Facility. The Phase II expansion replaced the 0.45 MGD aerated lagoon wastewater treatment plant with a 3.0 MGD advanced SBR Water Reclamation Facility. The Phase III expansion expanded the facility to a build-out capacity of 5.4 MGD. The secondary treatment process was converted to a membrane bio-reactor to meet the existing waste discharge requirements and also comply with California Title 22 Recycled Water Requirements for unrestricted reuse. As part of the conversion, PACE designed the facility around the use of existing infrastructure. This includes repurposing and subdividing the existing SBR process tanks into anoxic, oxic, and post-anoxic tanks prior to feeding the new MBR facility. The design also incorporates the existing UV channel system for tertiary treatment with the modified and expanded facility.

Sarival Water Reclamation Facility – Goodyear, AZ

Mr. Komor provided QA/QC review of the membrane systems configuration for the new Sarival WRF, which treats an average day flow capacity of 4.0 MGD with a maximum day flow capacity of 6.0 MGD and a peak hour capacity of 10.0 MGD, providing support to an existing built out regional WRF for current loading and future flow conditions. The facility uses an MBR treatment process followed by chlorination disinfection to meet Arizona Department of Environmental Quality (ADEQ) Title 18 Class A+ requirements for unrestricted reuse of recycled water. The treatment process consists of an advanced and integrated influent headworks and grit removal and washing system, followed by the advanced Closed Loop Reactor (CLR) secondary treatment process trains, coupled to four membrane separation trains and followed by the sodium hypochlorite disinfection process, chlorine contact basins, and effluent reclamation pump station. Effluent from the WRF is designed to go to two discharge points: one discharge point to the Liberty Aquifer Replenishment Facility, which is shared with another regional facility, and another discharge point to a local irrigation district's canal for irrigation use. At full buildout, the design of the WRF will provide an average daily flow capacity of up to 8.0 MGD with a maximum daily capacity of 12.0 MGD. Future phases of the facility will also introduce an advanced biosolids processing facility to handle solids processing for multiple treatment plants within the regional area.

City of Lathrop Advanced Water Treatment & Recycling Facility Expansion – Lathrop, CA

As Project Manager, Mr. Komor provided project development, studies, design, and bid and construction administration phase services for the expansion of the Lathrop Consolidated Treatment Facility. This membrane bioreactor (MBR) wastewater treatment facility features aesthetic architecture. An administration building on-site allows for public outreach and understanding of the facility's operations for its visitors. The facility's capacity was expanded from 1.0 million gallons per day (MGD) to 2.5 MGD and then to 4.0 MGD, with capacity for future build-out to 6.0 MGD. PACE provided a creative approach to the upgrade with a new secondary and MBR treatment system accessed at grade level. An integrated process mechanical design minimizes valving and pumping, improves process treatment simplicity, and makes the unit processes visible to operators. The design is straightforward and allows the facility to easily expand. Based on a free chlorine contact time revalidation study performed by PACE and approved through the CA Division of Drinking Water (DDW), the new treatment system process design uses the existing chlorine contact basin (CCB) so that there is no need to expand the CCB infrastructure for continued production of Title 22 disinfected tertiary recycled water under the new design flow conditions. Additionally, PACE designed a conversion for the existing MBR facility that will be used for aerobic sludge digestion and thickening processes.



EDUCATION

BS Environmental Engineering
California Polytechnic University, San
Luis Obispo – 1997

YEARS OF EXPERIENCE

29+ Years
Joined PACE in 2000
With others over 4 years

REGISTRATIONS

Professional Engineer / AZ
2003 / 40050
Professional Engineer / CA
2002 / 62802

AFFILIATIONS

American Society of Civil Engineers
(ASCE)
Water Environment Federation (WEF)

PRESENTATIONS

“Solar Application for Water and
Wastewater Treatment Facilities”
AZWater Conference, 2016

Value Engineering Improves Water
Quality and Reduces Capital and
Operational Costs”
APWA Conference, 2015

Low Pressure Membranes, PEARL,
PACE Internal Training Program, 2007

Duong Do is a technical expert in civil and environmental engineering with experience spanning back to 1996. His areas of expertise include water and wastewater treatment processes and design; water and wastewater distribution and collection; water and wastewater infrastructure, storage, and pump station design; effluent recharge design and implementation; and water resource master planning and permitting. Mr. Do has served as the Engineer of Record and Project Manager for numerous potable water and wastewater infrastructure projects throughout the southwestern US, including several award-winning facilities. As a former wastewater treatment plant (WWTP) operator, he has dedicated himself to operator-focus designs, value engineering and energy efficiency improvements. As a Vice President of the Environmental Water Division, his current responsibilities include managing design and engineering of water and wastewater treatment, storage, and conveyance projects.

RELATED EXPERIENCE

BDWID Groundwater Well and Treatment System – Bouse, AZ

Mr. Do served as the Consulting Engineer for the Bouse Domestic Water Improvement District (BDWID) groundwater well and treatment system upgrades. PACE evaluated required upgrades and prepared a Preliminary Engineering Report to assist BDWID in addressing water quality and aging infrastructure issues associated with its existing potable water system. Design has been completed, and upgrades include replacing existing 13,000 linear feet of 2-inch water line with 6-inch piping and installing new drive-by radio read meters, a new 100 gpm adsorption with granular ferric hydroxide arsenic treatment facility, an operations building, a new 100 gpm (at minimum) groundwater production well, and a new 70,000-gallon storage tank. The design overhauls the existing system to meet increased demand and drinking water standards.

WHROA Water System Improvements – Dewey, AZ

Mr. Do served as the Sr. Consulting Engineer for water system improvements for the White Horse Ranch Owners Association (WHROA). The system includes four wells, one 80,900-gallon storage tank, and two liquid feed chlorination feed units. The WHROA system currently has 149 connections serving a population of approximately 141. Improvements are needed to address elevated levels of nitrate and insufficient quantity from the four wells. PACE prepared a USDA-RD Preliminary Engineering Report recommending improvements, including installation of a new 50 gpm ion exchange nitrate removal water treatment system. An easily accessible water hauler loading station will also be installed to allow supplemental water purchases and delivery to continue as needed. The loading station will include a small storage tank, a coupling for tank filling, and booster pumps to deliver hauled water to the system storage tank(s).

Town of Quartzsite Kofa Well #4 – Quartzsite, AZ

Mr. Do served as the Principal for the new Kofa Well #4 and associated engineering for the Town of Quartzsite. PACE managed the well development and drilling of the new well and provided design services for the site improvements, including pump bowls and motor replacement, replacement of a pressure/surge relief Bermad valve, discharge piping modifications, and pipe coating and recoating.

Sarival Water Reclamation Facility – Goodyear, AZ

Mr. Do served as the principal QA/QC for the secondary CLR process at the Sarival WRF. The treatment system design consists of a two-train secondary MBR treatment system with four trains of submerged ultrafiltration membranes and low CT free chlorine disinfection, producing 4.0 MGD average daily flow of microfiltered and disinfected recycled water.

Quartzsite WWTP Upgrades – Quartzsite, AZ

As Engineer of Record, Mr. Do led the design team for the expansion of this existing 0.45 MGD SBR WWTP. The design upgrades included increasing the capacity to 0.9 MGD, improvement of water quality, process redundancy, and reduced operating cost. The challenge of the project was to provide a design that can be implemented within a 7-month window while maintaining



treatment without the use of the existing single-basin SBR. Mr. Do developed a transition plan that converted the existing digester into a temporary SBR, while the existing single-basin SBR was upgraded to a two-basin SBR and equipped with new fine bubble aeration that is coupled with three 100 HP high-speed, hybrid screw blowers. The project also included upgrades to the influent lift station, headworks screening, chlorine gas disinfection system, and the onsite reuse pump system.

Town of Patagonia Wastewater Treatment Plant Improvements – Patagonia, AZ

Mr. Do served as Principal for the 110,000 GPD WWTP that serves approximately 913 people in the community. Key components of the plant needed rehabilitation in order to improve process efficiencies, leading to operational cost savings. The facility was originally constructed of precast concrete wall panels and was leaking water through the joints between precast panels. These leaks posed a significant risk to the Town for potentially discharging untreated water to Sonoita Creek. In addition, the facility was constructed of a single process train without redundancy or the ability to isolate individual basins. As a result, the Town hired PACE to provide upgrades to the primary aeration blower, anoxic chamber agitator motor, headworks auger, belt press, blower/belt press separation, and chemical building with a focus on improving energy efficiency for the secondary process treatment train. The Town was able to use grant funding to finance the project, and the O&M savings will financially benefit the full-time residents and promote future development.

Valley Vista Wastewater Collection System – Somerton, AZ

Mr. Do served as the Engineer of Record for the design of a new lift station and installation of a new sewer collection system that redirects flows to the newly upgraded Somerton WWTP. The new lift station was constructed adjacent to the existing lift station to minimize infrastructure cost, such as connective piping and electrical services. The system required 8,700 linear feet of pipe to traverse from the Valley Vista WWTP Lift Station to the Somerton WWTP.

Pinetop-Lakeside Sanitary District WWTP – Pinetop-Lakeside, AZ

As the Engineer of Record, Mr. Do led the design team to upgrade the existing 2.0 MGD oxidation ditch WWTP for the Pinetop-Lakeside Sanitary District. The WWTP upgrades included oxidation ditch aeration and mixing system improvements, 200 HP high speed magnetic bearing blower upgrades and process modification to improve effluent quality, and process equalization and energy efficiency. The major project challenge was providing a design that could be implemented without taking the single ditch out of service and developing a Maintenance of Plant Operation (MOPO) plan which included the use of divers, treatment system shutdown, and control system shutdown.

San Luis East Wastewater Treatment Plant Improvements – San Luis, AZ

Mr. Do served as the Principal for the San Luis WWTP Improvement Project. To correct deficiencies identified at the 1.0 MGD WWTP, PACE designed improvements to the headworks, chlorine contact basin, percolation basin isolation valve, and sludge pump.

Show Low Wastewater Treatment Plant Upgrades – Show Low, AZ

Mr. Do served as the Engineer of Record to convert a multi-cell aerated lagoon into a 2.5 MGD Extended Aeration Activated Sludge (EAAS) WWTP, using Parkson's Biolac Treatment Process. The City of Show Low had a two-stage aerated lagoon that provided limited treatment. The effluent ammonia was in exceedance of 30 mg/L. The City commissioned PACE to evaluate, design and assist in implementing the most appropriate and cost-effective solutions to upgrade and expand the City's existing WWTP. Mr. Do led the design of the new Biolac process, which also included a new screening and grit removal headworks system, new influent pump station, new RAS/WAS pump station, two new 60-foot diameter secondary clarifiers, new chlorine gas disinfection system, three new high-speed air bearing turbo blowers, and new sludge dewater screw press.

Winslow Wastewater Treatment Plant Renovations – Winslow, AZ

Mr. Do served as the Project Manager to evaluate deficiencies and design improvements for the City's WWTP. PACE identified several major process deficiencies and proposed improvements to numerous processes to recover the 2.2 MGD design capacity, including new secondary clarifiers and headworks, modifications to the oxidation ditch, and a complete overhaul of the plant's controls and network infrastructure.

JENNY M. ROBINET, MS, PE, CFM

STORMWATER CONSULTING ENGINEER



EDUCATION

*MS Civil Engineering
California State University, Long
Beach – 2012
BS Civil and Environmental
Engineering
University of California, Los Angeles –
2008*

YEARS OF EXPERIENCE

*12 Years
Joined PACE in 2013*

REGISTRATIONS

*Professional Engineer / CA 85118
Certified Floodplain Manager
US 17-09953*

AFFILIATIONS

*American Society of Civil Engineers
(ASCE)
Environmental and Water Resources
Institute (EWRI)*

Jenny Robinet has built her engineering career around hydrologic, hydraulic, and sediment transport analysis, modeling, and design. With a master's degree in water resources engineering, she applies advanced hydrologic methods and urban surface water management practices across a wide range of stormwater impact and design projects. She has experience in both urban and undeveloped watersheds, supporting storm drain sizing, confluence analyses, and numerous channel improvement projects. Her work includes developing HEC-RAS models, evaluating bank protection alternatives, and assessing floodplain impacts. Ms. Robinet has also prepared multiple FEMA CLOMR and LOMR submittals and is proficient in HEC-RAS, HEC-HMS, XP-SWMM, HEC-6T, and WSPG. She brings additional expertise in field monitoring programs, including managing field teams and conducting GPS mapping, measurements, and data analysis.

RELATED EXPERIENCE

Spring Mountain Ranch Flood Control Infrastructure - Riverside, CA

Ms. Robinet served as the Project Engineer to perform design services for a drainage system to fit within the development plan for Spring Mountain Ranch. The drainage system included a baffled chute energy dissipation system, reinforced concrete box culverts, open channel with grade control structures, two debris basins, and nearly 5,000 linear feet of storm drain pipe. PACE analyzed the drainage capacity and outlet efficiency of the current Master Drainage Plan storm drains discharging into Springbrook Wash from Planning Area 9 and used watershed mapping and WSPG to perform hydrologic and hydraulic calculations for the sizing and spacing of culverts and drop inlets along the proposed channel slope grading and maintenance road.

Atwell Regional Flood Control Master Planning and Design - Banning, CA

Ms. Robinet served as the Project Engineer to lead our Stormwater team to design a water resources system for the Atwell project that would balance vital flood control needs with environmental enhancement of the creek channel's natural habitat and groundwater recharge benefits. PACE was hired to design an integrated water resource system of manmade, naturalized stream channels and stormwater management basins set within the open spaces of the project. The streams and basins were designed to resemble natural features both in function and appearance. Areas without structures will provide open space, wildlife habitat, and recreation in addition to flood control and stormwater management. Among the many flood control basins, the largest is Smith Creek Basin holding more than 600 acre-feet of water and requiring an excavation more than 100 feet deep covering 10 acres of land. Analysis was performed to demonstrate that the basins would not fall within the jurisdictional limits of DSOD demonstrating the spillway would detain a 100-year storm event flow and that the barrier height would be under six feet high. The project is currently in construction.

Sarival Water Reclamation Facility (WRF) Phase I – Goodyear, AZ

Ms. Robinet served as the Senior Project Engineer, preparing an onsite runoff volume analysis to quantify increased stormwater runoff from the proposed construction phase of the Sarival WRF. The facility is designed to treat an average flow of 4.0 million gallons per day (MGD) using a two-train secondary membrane bioreactor (MBR) system. Her analysis informed the project's floodplain limit assessment, guiding requirements for compensatory storage and onsite detention. Delivered under a design-build-operate model led by PERC Water, the project began design in January 2022, with construction progressing alongside final design starting in June 2022, enabling substantial fast-track completion by January 2024.

City of Show Low Wastewater Treatment Plant (WWTP) Upgrades – Show Low, AZ

PACE provided design, permitting, bidding, and construction services for the expansion of the City of Show Low's WWTP. For this project, Ms. Robinet developed a HEC-RAS hydraulic model and performed a bank protection analysis along Show Low Creek, which runs directly adjacent to the facility. Her hydraulic evaluation included assessing flood elevations and

JENNY M. ROBINET, MS, PE, CFM

STORMWATER CONSULTING ENGINEER



floodplain impacts, as well as developing alternatives and options for potential bank protection measures.

Jerome WWTP Improvements - Jerome, AZ

PACE evaluated the facility and identified alternatives for process improvements and effluent disposal to address compliance issues through both short-term and long-term solutions. The wastewater treatment upgrades include constructing a two-basin Sequential Batch Reactor (SBR) system adjacent to the existing trickling filter plant. For this project, Ms. Robinet developed a HEC-RAS hydraulic model to determine floodplain extents and potential scour along a tributary creek adjacent to the WWTP. Her analysis included evaluating flood elevations and floodplain limits, as well as assessing velocity ranges that could contribute to scour.

Tri-City Regional Sanitary District (TRSD) Phase 1, 2 & 3 Wastewater Collection & Treatment System Gila County, AZ - Gila County, AZ

PACE partnered with the Tri-City Regional Sanitary District (TRSD) to plan, design, and construct a new regional wastewater collection and treatment system. TRSD encompasses 5.45 square miles of residential, commercial, and industrial land in unincorporated Gila County, Arizona, and serves approximately 4,400 residents. Ms. Robinet developed a HEC-RAS hydraulic model for the two main tributaries to Miami Wash to define the floodplain and floodway extents near and adjacent to the proposed infrastructure. The hydraulic results were used to guide infrastructure placement and to evaluate and address potential floodplain impacts.

Valley Vista Lift Station & Wastewater Collection System - Somerton, AZ

Ms. Robinet prepared an onsite runoff volume analysis to determine the increase in runoff due to the new lift station and the installation of a new sewer collection system to the recently upgraded Somerton WWTP. The site incorporated various LID features to minimize the runoff volume increase, leading to a reduced required onsite detention storage volume.

San Juan Creek Sediment Transport / Stability – South Orange County, CA

Ms. Robinet served as the Project Engineer to perform a comprehensive study to estimate the long-term lateral streambank erosion along approximately 21,500 feet of natural river corridor of San Juan Creek adjacent to the proposed Rancho Mission Viejo PA3/PA4 development. The erosion limits were used to establish "Erosion Hazard" boundaries as an effective land management tool to reduce risks to public safety. PACE used a combination of geomorphic assessments, hydraulic engineering, and fluvial/sediment transport analyses to quantify the predicted future amount of stream bank retreat or erosion hazard setback. The comprehensive assessment procedure applied in this study utilizes the results from a variety of different analyses/assessments combined together to predict the future lateral erosion boundaries and define a maximum envelope of the erosion hazard limits. The different analyses and engineering techniques applied include: (1) river reach hydraulic assessments, (2) horizontal velocity distribution within the floodplain, (3) measured lateral erosion rates through historic aerial photographic comparison, (4) geomorphic analyses predictions, (5) channel morphology trends and characteristics, (6) geologic conditions, (7) field observations, (9) historical channel changes, (10) stream classification data, (11) longitudinal profiles, (12) channel geometry trends, (13) stable bank slopes, (14) expected lateral erosion mechanism, (15) armoring potential, (16) floodplain hydraulic characteristics and velocity distribution, (17) allowable velocity estimates, (18) channel morphology relationships – regime equations and hydraulic geometry, (19) HEC-6T sediment transport modeling continuous series of events with lateral erosion analysis, and (20) maximum lateral erosion setback template incorporating erosion mechanism.

Perris Valley Storm Drain Channel – Perris, CA

Ms. Robinet prepared a HEC-RAS hydraulic model of the main channel of the Perris Valley Storm Drain between Orange Avenue and Nuevo Road. The model included a proposed channel widening and a modified incoming Line A-H storm drain line location, along with an updated Orange Avenue culvert and Nuevo Road bridge.

Camarillo Springs Golf Course Hydrologic / Hydraulic Analysis and CLOMR – Camarillo, CA

Ms. Robinet prepared the hydraulic analysis and submittal package for a CLOMR application to design the flood protection system for the proposed residential development within the Camarillo Springs area. PACE provided an alternative analysis, preliminary engineering design, and modification of the FEMA flood hazard mapping to reflect the proposed flood protection system. The project involved meeting FEMA and Community Floodplain Management Agency flow and runoff volume standards, while also removing numerous residences from designated flood hazard areas.



EDUCATION

MS Business Analytics
Hult Intl. Business School – 2021
MS Business Administration
Hult Intl. Business School – 2020
BS Electrical Engineering
University West – 2014

YEARS OF EXPERIENCE

10+ Years
Joined PACE in 2023

REGISTRATIONS

Professional Electrical Engineer / CA
2023 / 24590
ICC Commercial Electrical Inspector
9916237
Project Management Professional
3010684

OSHA 10
OSHA Confined Spaces
Safe Electrical Work Practices (NFPA)
NFPA 70: National Electrical Code

Bashar Ishaq is an internationally established Electrical Engineer with over a decade of hands-on experience in global industrial facilities. He specializes in power distribution design, project planning, and final commissioning for wastewater and petrochemical plants. His unique expertise includes electrical design for direct-on-line low voltage motors, UPS systems (30-60 kVA), low-voltage substations, and developing arc flash and coordination studies. As a reliable Subject Matter Expert (SME), Bashar is trusted with direct customer facility access, serving as a Field Engineer who implements his designs directly, driving significant project cost and time savings. Bashar has also acted as Project Engineer for a \$40 million multi-disciplinary project, managing cross-functional stakeholders and leading team development of needs assessment reports. He is a strategic problem-solver who prides himself on his vast knowledge of safe working practices and potential hazards in operating plant environments and construction

RELATED EXPERIENCE

DL Ranch Booster Pump Station – Lake Havasu City, AZ

Mr. Ishaq served as Sr. Electrical Engineer for a new booster pump station including a power utility service, low-voltage motor control center, and 5+ low-voltage motors. His scope included providing electrical engineering support throughout the design, creating all electrical calculations, including demand load, short circuit, voltage drop, and cable and conduit sizing and reviewing and approving the final design and specifications.

Sundance Water Reclamation Facility Power System Study – Buckeye, AZ

As the Sr. Electrical Engineer for the renovation of the existing Sundance Water Reclamation Facility, Mr. Ishaq conducted a site-wide power study for the future expansion of the WRF, including adapting new MBR treatment process equipment to the existing site's utility transformer and service entrance. The evaluation also included an arc flash, short circuit, and coordination study to ensure compliance with NFPA 70E and improve the plant's electrical safety. An SKM model was created directly from field verification data to represent a snapshot of the existing facility. Equipment that failed the evaluation was recommended for replacement as part of the renovation.

San Luis West Wastewater Treatment Plant (3 MGD)– San Luis, AZ

The project involves developing an arc flash, short-circuit, and coordination study for the WWTP in two phases. Phase I, involved developing an arc flash, short circuit, and coordination study based on the existing as-is conditions at the plant. Phase II requires updating the model post-upgrade to ensure ongoing compliance with NFPA 70E and OSHA for five years following commissioning. Serving as Electrical Engineer, Mr. Ishaq manages the project and performs the study, which includes field verification and data collection for 100% of the facilities, modeling in SKM, confirmation of calculations, and writing the report of findings and recommendations.

Vallejo Waste Treatment Plant System Upgrades Project for the Arc Flash and Coordination Study – Vallejo, CA

The scope of this project included developing an arc flash and coordination study for the Vallejo Waste Treatment Plant and its 40 pump stations. Serving as Electrical Engineer, Mr. Ishaq managed the project and performed the study which included field verification and data collection, modeling in SKM, confirmation of calculations, and writing the report of findings and recommendations

West County Wastewater Water Quality and Resource Recovery Plant (WQRRP) Arc Flash, Short Circuit, and Coordination Study – Richmond, CA

Mr. Ishaq developed an arc flash, short circuit, and protective device coordination study for the West County Wastewater Plant. The data in the study was 100% verified in the field for the 12.5 MGD wastewater treatment plant. The scope of the study included data collection in the field, modeling in SKM, confirmation of calculations, and writing the report of findings and recommendations.



EDUCATION

AAS Computer Aided Drafting
ITT Technical Institute – 1993

YEARS OF EXPERIENCE

33 Years
Joined PACE in 2005

SEMINARS

TESCO New Plant and SCADA
Security Regulations, Cell Modem
Telemetry via 4G, High Voltage Safety
Codes
Temecula, 2010

Sage Clear SCADA and SCADAPak
Certification
Los Angeles, 2009

Ernesto Camarena is a highly experienced Instrumentation and Controls (I&C) Project Manager with a rich background in automation engineering dating back to 1994. His expertise covers the full spectrum of electrical, instrumentation, and controls design for various water facilities. In his roles, he manages the entire project lifecycle, from initial design and procurement to final commissioning and closeout. His specific technical responsibilities include preparing detailed designs, programming PLCs, developing SCADA systems, conducting field integration, system startups, testing, troubleshooting, and ensuring QA/QC compliance for platform and design recommendations. He specializes in the detailed design of electrical control panels, Motor Control Centers (MCCs), pneumatic panels, and associated plan and elevation details. As a technical leader, he leverages strong project management skills and deep technical expertise to provide essential integration services, system improvements, and critical upgrades to numerous water reclamation and wastewater treatment facilities.

RELATED EXPERIENCE

Sarival Water Reclamation Facility (WRF) Phase I – Goodyear, AZ

Mr. Camarena served as the Sr. Instrumentation and Controls (I&C) Specialist for this facility, which treats an average flow capacity of 4.0 million gallons per day (MGD) using a two-train secondary membrane bioreactor (MBR) treatment system.

Pinetop WWTP Upgrades – Pinetop/ Lakeside, AZ

Mr. Camarena served as the Sr. Instrumentation and Controls Specialist to upgrade the existing 2.0 MGD Oxidation Ditch WWTP for the Pinetop-Lakeside Sanitation District. The WWTP upgrades included improvements to the oxidation ditch aeration and mixing system, 200-HP high speed magnetic bearing blower upgrades and process modification to improve effluent quality, process equalization and energy efficiency. The project also consists of integration and control upgrades to modernize the treatment process controls and to improve process and energy efficiency. The major project challenge is to provide a design that can be implemented without taking the single ditch out of service and developing a Maintenance of Plant Operation (MOPO) plan which included the use of divers, treatment system shutdown, and control system shutdown.

Show Low Wastewater Treatment Plant Upgrades – Show Low, AZ

The City of Show Low commissioned PACE to evaluate, design and assist in implementing the most appropriate and cost effective solutions to upgrade and expand the City's existing WWTP. The new WWTP utilizes an Extended Aeration Activated Sludge (EAAS) process to produce effluent quality that can meet AZ Title 18 BADCT effluent limits for Total Nitrogen (TN) of <10 mg/L. Since the construction was completed, the facility has consistently produced effluent with TN level of less than 3 mg/L (and at times <1 mg/L). In addition to the new treatment process, a key component to meeting and maintaining consistent effluent quality is the WWTP process control. Mr. Camarena served as the Instrumentation & Controls Specialist to program and integrate the PLC controls and SCADA for the WWTP. Since the WWTP new process requires constant flow and level control in order to maintain proper treatment, a network of PLCs, field instrumentation and SCADA was implemented that allows for tight controls of the process with minimum onsite supervision.

Sierra Vista Environmental Operations Park (EOP) – Sierra Vista, AZ

Mr. Camarena provided complete process and instrumentation diagrams for the design of a 4 MGD multi-cell advanced secondary lagoon treatment system. He coordinated the general location of all equipment and instrumentation with the electrical designer, and provided quality analysis and quality control of the entire set of complete electrical plans. Mr. Camarena also provided specifications for hardware and equipment, and reviewed and approved construction submittals.

Somerton Wastewater Treatment Plant Phase III Expansion – Somerton, AZ

Mr. Camarena provided complete process and instrumentation diagrams for the City of Somerton's wastewater treatment facility expansion from 0.8 MGD to 1.6 MGD. The previous

ERNESTO CAMARENA

INSTRUMENTATION & CONTROLS LEAD



plant was a 0.8 MGD biological aeration process plant using SBR technology. The facility design includes conversion and upgrades to the existing SBR aeration and mixing systems to new high-speed turbine blowers and ultra-high efficiency AeroStrip fine bubble diffusers, new 60-foot, high performance clarifiers, a new RAS/WAS pumping station, a new constant SRT control system and a new two-story solids dewatering building.

Sundance Water Reclamation Facility – Buckeye, AZ

Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the design services under a Design-Build-Operate (DBO) contract for a WRF for the Sundance residential master-planned community. The facility was constructed in two phases. Phase 1, with a 1.2 MGD capacity provided advanced biological treatment and producing Class A+ effluent for reuse and remained in service during the construction of the Phase 2 expansion. Phase 2 expanded the capacity to 3.4 MGD. A design highlight included the reduction of traditional SBR sludge output by 50 percent.

Winslow Wastewater Treatment Plant Renovations – Winslow, AZ

Mr. Camarena served as the Sr. Instrumentation and Controls Specialist for the Winslow WWTP renovation project. PACE developed a facility phasing plan that will be used to implement any recommended upgrades to the existing plant. PACE identified options that will reduce current O&M costs, reduce capital improvement costs, and improve effluent quality without triggering regulatory delays due to existing permits.

Dateland Groundwater Treatment Plant Upgrade – Dateland, AZ

Mr. Camarena provided instrumentation and controls design for this brackish groundwater potable water treatment project. PACE provided Dateland Public Service Company with several inland-desalination alternatives, engineering design, environmental permitting, and grant funding application services to improve and expand their existing groundwater Reverse Osmosis (RO) treatment system which features a Granular Activated Carbon (GAC) pre-filtration and ion exchange (IX) skid. The groundwater in the Dateland basin contains several trace contaminants including arsenic and fluoride, has irrigation inhibitors boron, chloride, and sodium, and overall contains high levels of TDS. PACE was able to increase the treatment capacity to over 80,000 gpd and increased recovery from 65 to 85%.

Valley Vista Wastewater Collection System – Somerton, AZ

Mr. Camarena served as the Sr. Instrumentation & Controls Specialist and he led the I&C team in this USDA-RD funded wastewater collection system project. PACE provided design services for the decommissioning of a small wastewater treatment plant and lift station, and subsequently for a new lift station and installation of a new sewer collection system that will redirect the flows to the newly upgraded Somerton WWTP. The new lift station was constructed adjacent to the existing lift station to minimize infrastructure cost, such as connective piping and electrical services. The system requires 8,700 linear feet of pipe to traverse from the Valley Vista WWTP Lift Station to the Somerton WWTP. This proposed project was selected as the best alternative for the project based on positive revenue stream, reduced O&M cost; low life cycle cost, and minimized environmental impact to the surrounding environment.

THOMAS (TOM) GUTIERREZ

SR. CAD DESIGNER



EDUCATION

AA Applied Science, Computer Aided
Drafting Technology
ITT Technical Institute – 1994

YEARS OF EXPERIENCE

31+ Years
Joined PACE in 2001
With others more than 7 years

Thomas Gutierrez has more than 30 years of experience in design and preparation of mechanical plans, sections, and details for engineered construction documents within the water and wastewater industry. He has in depth knowledge of mechanical systems layout, mechanical assemblies, fittings, valving, pipe materials and ratings, site grading, drainage, and utility plan/profile design (pressure and gravity systems). Mr. Gutierrez also has in-depth experience with design of mechanical 3D models of wastewater treatment plants for construction drawings. His 3D design and modeling experience includes design and draft BIM-ready civil 3D pipe networks, surface models, grading and basic corridors for earthwork calculations and cross sections, process piping for complete plant layouts, and mechanical process equipment (i.e. blowers, pumps, etc.). Mr. Gutierrez is an advanced user of Autodesk AutoCAD, Civil 3D, and MEP. He has also has the responsibility of directing CAD staff and engineers to ensure project documents are accurate, professional, and meet project goals. He is responsible for communicating with engineers and production staff to ensure all needs are met, including support, training, and solving critical task obstacles.

RELATED EXPERIENCE

Sarival Water Reclamation Facility (WRF) - Goodyear, AZ

Mr. Gutierrez served as the Sr. CAD Designer for this new facility which will treat an average day flow capacity of 4.0 MGD with a maximum day flow capacity of 6.0 MGD and a peak-hour capacity of 10 MGD, providing support to an existing built out regional WRF for current loading and future flow conditions. The facility will use a MBR treatment process followed by chlorination disinfection to meet Arizona Department of Environmental Quality Title 18 Class A+ requirements for unrestricted reuse of recycled water. The treatment process will consist of an advanced and integrated influent headworks and grit removal and washing system, followed by the advanced Closed Loop Reactor (CLR) secondary treatment process trains, coupled to four membrane separation trains and followed by the sodium hypochlorite disinfection process and chlorine contact basins and effluent reclamation pump station. Effluent from the WRF is designed to go to two discharge points – one sharing a discharge point to an aquifer with another regional facility and the other to a local irrigation district's canal for irrigation use. At full buildout, the design of the WRF will provide an average daily flow capacity of up to eight MGD with a maximum daily capacity of 12 MGD. Future phases of the facility will also introduce an advanced bio-solids processing facility to handle solids processing for multiple treatment plants within the regional area.

Show Low Wastewater Treatment Plant Evaluation and Expansion – Show Low, AZ

Mr. Gutierrez served as the Sr. CAD Designer for the design of the Show Low aerated lagoon WWTP upgrades which had a design treatment capacity of 2.46 MGD. PACE designed a new 2.5 MGD WWTP utilizes an Extended Aeration Activated Sludge (EAAS) based on the Parkson's Biolac® process to produce effluent quality that can meet AZ Title 18 BADCT effluent limits for Total Nitrogen (TN) of <10 mg/ L. The facility includes three 150 HP Aerzen air-bearing turbo blowers designed to provide process air to the Biolac process basins with full redundancy. Each blower is equipped with variable frequency drives (VFD) controlled by the blower's integrated programmable logic controller (PLC). The communication network between the Biolac process, the WWTP Master PLC, and the blowers allows for precise air flow to the treatment process, improving process and energy efficiencies.

Sundance Water Reclamation Facility – Buckeye, AZ

Mr. Gutierrez was the Sr. CAD Designer for the design services under a Design-Build-Operate (DBO) contract for a WRF for the Sundance residential master-planned community. The facility was constructed in two phases. Phase 1, with a 1.2 MGD capacity provided advanced biological treatment and producing Class A+ effluent for reuse and remained in service during the construction of the Phase 2 expansion. Phase 2 expanded the capacity to 3.4 MGD. A design highlight included the reduction of traditional SBR sludge output by 50 percent.

THOMAS (TOM) GUTIERREZ



SR. CAD DESIGNER

Dateland Water Treatment Plant GAC Pretreatment Plant Upgrade – Dateland, AZ

As the Sr. CAD Designer, Mr. Gutierrez was involved in this brackish groundwater potable water treatment project where PACE provided several inland-desalination alternatives, engineering design, environmental permitting, and grant funding application services to improve and expand their existing groundwater Reverse Osmosis (RO) treatment system which features a Granular Activated Carbon (GAC) pre-filtration and ion exchange (IX) skid. The groundwater in the Dateland basin contains several trace contaminants including arsenic and fluoride, has irrigation inhibitors boron, chloride, and sodium, and overall contains high levels of TDS. PACE was able to increase the treatment capacity to over 80,000 gpd and increased recovery from 65 to 85%.

Winslow Wastewater Treatment Plant Evaluation and Upgrade - Winslow, AZ

Mr. Gutierrez worked as the Sr. CAD Designer for the City of Winslow to perform an evaluation of the deficiencies of the City's WWTP, which was struggling to meet water quality permit requirements. The plant was plagued by operational issues, making the effective treatment capacity roughly half of its design capacity of 2.2 MGD. Through the preparation of a Process, Efficiency, and Alternative Analysis Evaluation, several major process deficiencies were identified, as well as proposed improvements for each that preserved as much of the existing facility that was practical. Renovations were recommended to numerous processes including the lift station, headworks, flow equalization basin, oxidation ditches, filters, UV disinfection system, effluent pump station, sludge dewatering process, and the SCADA/control system. The improvements recovered the 2.2 MGD average daily flow capacity design which increased efficiency of its operations to exceed the Best Available Demonstrated Control Technology (BADCT) and meets Arizona Class A+ Reclaimed Water Quality Standards, along with a projected reduction in total energy consumption of over 65%. The EQ portion of the project included use of an existing lined earthen basin, new floating mixers, and a new connected pump station to efficiently control and reintroduce flows from the EQ basin into the secondary activated sludge portion of the facility.

City of Somerton Potable Water System – Somerton, AZ

Mr. Gutierrez served as the Sr. CAD Designer for the design of the City of Somerton's new water infrastructure for the Orange Grove and Rancho Mesa Verde (OG/RMV) subdivisions to the City's existing water system. The infrastructure consists of a 1,500 gpm potable water and fire booster pump station and 180,000-gallon reservoir with backup power generation, site security, SCADA automation and controls and three segments of new piping (approximately 8,500 linear feet).

Palm Valley Water Reclamation Facility – Goodyear, AZ

Mr. Gutierrez was Sr. CAD Designer for the design of the 4.1 MGD SBR water reclamation facility. The design-build approach allowed Suncor Development and LPSCo to implement ADEQ Class A+ treatment in less than 18 months from start to finish. The facility features advanced biological nutrient removal disc filtration, UV disinfection and an Auto Thermophilic Aerobic Digestion (ATAD) process for EPA Class A biosolids. In addition to design, PACE addressed all permitting issues, construction documents and services during construction.

JEREMY FOSTER

CONSTRUCTION ENGINEER



EDUCATION

*B.S.E. Civil Engineering
Arizona State University / 2019
Cum Laude*

*American Public Works Association
Construction Management Workshop*

YEARS OF EXPERIENCE

*13+ Years Construction
Joined PACE in 2019*

AFFILIATIONS

Chi Epsilon – Honor Society

Jeremy Foster has a background in the construction industry with a focus in plumbing. For over 12 years, he has overseen all phases of the construction process through his field work on a variety of projects not only in a support role, but also in a supervisory role. Immediately after graduating, he joined PACE and was placed in a construction management role on the award winning Quartzsite Wastewater Treatment Plant Improvements project. His construction management responsibilities include construction coordination and scheduling, meeting facilitation, submittal reviews, field observation and other required services to ensure general compliance with the intended design. Additionally, Mr. Foster provides design engineer services to support the PACE Arizona office.

RELATED EXPERIENCE

BDWID Water System Improvements – Bouse, AZ

Mr. Foster served as a Design Engineer for the Bouse Domestic Water Improvement District (BDWID) Water System Improvements. Bouse Domestic Water Improvement District (BDWID) employed PACE for its groundwater well and treatment system upgrades. PACE completed a Preliminary Engineering Report for the evaluation of required upgrades to assist BDWID in facing issues with its existing potable water system associated with water quality and aging infrastructure. Design has been complete and upgrades include replacing existing 13,000 LF of 2" water line with 6" piping, installing new drive-by radio read meters, a new 100 gpm adsorption with granular ferric hydroxide arsenic treatment facility, operations building, a new 100gpm (at minimum new groundwater production well, and a new 70,000-gallon storage tank.

WHROA Water System Improvements – Dewey, AZ

Mr. Foster served as a Design Engineer for the White Horse Ranch Owners Association (WHROA) water system improvements. The system includes four (4) wells, one (1) 80,900-gallon storage tank and two (2) liquid feed chlorination feed units. The WHROA system currently has 149 connections serving a population of approximately 141. PACE completed a USDA-RD Preliminary Engineering Report which recommended improvements including design and installation of a new 50 gallons per minute (gpm) ion exchange (IX) nitrate removal water treatment system, a new treatment plant access road to be used for site access and water hauling, a new chlorine disinfection system, and a 5,000 gallon brine waste storage tank for hauling waste water offsite.

Kofa Well #4 – Quartzsite, AZ

Mr. Foster served as a Design Engineer and the Construction Engineering the Town of Quartzsite Kofa Well #4 project. To provide redundancy, the Town took steps for the addition of a new groundwater production well known as Kofa Well #4. PACE managed the well development and drilling of the new well and provided design services for the site improvements including pump bowls and motor replacement, replacement of pressure/ surge relief Bermad valve, discharge piping modifications and pipe coating and recoating. In addition, PACE performed construction observation services, led by Mr. Foster, working closely with the Town to ensure quality construction completion.

Sarival Water Reclamation Facility – Goodyear, AZ

Mr. Foster served as Field Engineer for the Sarival Water Reclamation Facility project for construction of site improvements. PACE is providing design, permitting, engineering services during construction, SCADA integration and start-up of 4.0 MGD average daily flow (6.0 MGD maximum daily flow, expandable to 10.0 MGD) MBR WRF facility.

Quartzsite WWTP Upgrades – Quartzsite, AZ

Mr. Foster served as the Resident Project Representative for the expansion of this existing 0.45 MGD SBR WWTP. The design upgrades included increasing the capacity to 0.9 MGD, improvement of water quality, process redundancy, and reduced operating cost. The

JEREMY FOSTER



CONSTRUCTION ENGINEER

challenge of the project was to provide a design that can be implemented within a 7-month window while maintaining treatment without the use of the existing single-basin SBR. The project also included upgrades to the influent lift station, headworks screening, chlorine gas disinfection system, and the onsite reuse pump system.

Town of Patagonia Wastewater Treatment Plant – Patagonia, AZ

Mr. Foster served as a Design Engineer and Construction Engineer for the Town of Patagonia's 110,000 gallons per day (GPD) wastewater treatment plant. PACE performed an evaluation to seek ways of optimizing the facility. Mr. Foster led the design and construction of the project to include repairs of basin walls, replacement of the anoxic mixer motor, and installation of new fine bubble aerators, aeration blowers, chemical loading dock, chemical bulk storage tanks, and internal recycle pump.

Tri-City Regional Sanitary District Phase 1, 2 & 3 Wastewater Collection System & Water Reclamation Facility – Gila County, AZ

Mr. Foster is serving as a Design Engineer for Phases 1, 2 & 3, respectively, of a new regional wastewater system for the Tri-City Regional Sanitary District (TRSD). TRSD encompasses over five square miles of residential, commercial and industrial property in Gila County, AZ.

The majority of the homes currently use cesspools and septic systems for wastewater disposal. Over 80% of these systems are functioning below ideal performance and some are completely out-of-service. The proposed project will abandon existing cesspools and septic systems and install 8-10" sewer pipeline, lift stations, and a new MBR water reclamation facility that will serve approximately 4,200 residents.

Sierra Vista EOP Water Reclamation Facility – Sierra Vista, AZ

Mr. Foster served as the Construction Engineer for the process improvement project at the City's Environmental Operations Park (EOP), a 4 MGD WWTP using a Modified Ludzack-Ettinger (MLE) activated sludge process. Mr. Foster oversaw the installation of a 5000-gallon Hydropneumatic tank with two submersible pumps and control building. His responsibilities included providing detailed daily reports, submittal reviews for material and equipment, performing onsite inspections of field work, attending weekly meetings and coordinating communication between the City, contractor and engineer. In addition, he assisted in an operations training seminar for the City operators facilitated by Duong Do of PACE.

DENNIS HARMON, PLS

SURVEY PROJECT MANAGER



16 Years in Industry

2 Year with Firm

Professional Registration

- PLS, AZ 68083

License/Certification

- FAA Professional Remote Pilot

Dennis is a detail orientated and meticulous land surveyor. He has had the opportunity to hone his skills on many high-profile projects. His expertise includes ALTA surveys, topographic surveys, boundary surveys, GPS and conventional surveys, high definition terrestrial scanning, drone mapping, precision construction layout and 3D modeling.

Relevant Experience:

Relevant experience includes specialization in LiDAR, topographic mapping – ground based and aerial for public works, mining and exploration, general civil and heavy construction in the United States. He has had leadership roles in managing survey efforts in over sixty signature projects including the following projects in Arizona:

Loop 101 shea to Princess, Scottsdale, AZ

Establish survey control for 1' contour mapping of 5.5 miles of manned aircraft aerial mapping in support of roadway and utility engineering design. Services to include aerial mapping, traditional survey mapping and surface utility collection.

75th Ave and Sells Road, Phoenix, AZ

Establish survey control for 1' contour drone mapping for subdivision in Phoenix, locate sufficient monumentation to determine the right-of-way and adjacent properties. Mapping included supplemental field topographic mapping, underground utility surveying and invert elevations to facilitate new sewer main design.

COP 51st Ave Water Line, Phoenix, AZ

Control, right-of-way delineation, traditional survey mapping and basemap creation for 1 mile of existing roadway and utilities.

20th Street, Phoenix, AZ

Provide Survey control, right-of-way delineation, 1' contour aerial mapping together with traditional survey mapping and basemap creation for a rehabilitation of a 1.6-mile reach of 48-inch transmission main extending north from the 24th Street WTP to Orangewood Avenue and 20th Street.

County Landfill, Peoria City, AZ

Cooper Aerial collected 7.2cm GSD Color Imagery over the client defined mapping limits. The aerial photography consisted of 4 flight lines with 48 exposures, with a total of 22 mapping models. Aerial ground control was set by Cooper Aerial, the mapping data was used to compile a 1" = 100" map in stereo to create all Planimetric Features and 3D Digital Terrain Model for 2' contour generation. Conventional survey was also provided.



**LEADERS IN
MODERN**
MAPPING METHODOLOGIES

Greg Burr, PE, RG

Geotechnical Department Manager/Project Engineer

Gregory Burr is a highly qualified Geotechnical Department Manager with a strong foundation in geology and extensive experience in the southwest region. Greg has developed comprehensive expertise in geotechnical and materials field testing, providing crucial insights for a diverse range of projects. His in-depth knowledge of local geological conditions makes him an invaluable asset to any project team. Greg excels in project management, effectively coordinating with local government agencies, architects, and general contractors to ensure successful project outcomes. His dual registration as both a Professional Engineer and Registered Geologist allows him to bridge the gap between geological assessment and engineering applications, providing clients with well-rounded, practical solutions to complex geotechnical challenges.

Years of Experience

10 Years

Education

BS, Geology, California State University Northridge

MS, Geology, Northern Arizona University

Licenses/Registrations/ Certifications

AZ Professional Geology Engineer, No. 67873

AZ Professional Civil Engineer, No. 79669

Relevant Experience

Northern Arizona Healthcare | Fort Tuthill Hospital, Flagstaff, AZ

Geotechnical Project Manager | Led geotechnical aspects for a complex multi-story hospital development on a 55-acre lot. The project included a main hospital building ranging from four to nine stories (750,000 sf) and a four-story ambulatory care center (190,000 sf). Greg's role involved comprehensive geotechnical investigations to support the design of foundations for varied structural elements, including areas with finished floor elevations up to 20 feet below existing grades. He provided critical input on soil conditions and potential challenges related to Flagstaff's unique volcanic geology. Additionally, Greg offered geotechnical recommendations for associated facilities such as cooling towers, fuel storage cells, a helipad, retention/detention basins, and a seven-story parking garage with two stories below grade. His expertise ensured that all aspects of this vital healthcare facility were designed with a thorough understanding of the site's geotechnical conditions.

Old Route 66 Pavement Rehabilitation, Coconino County, AZ

Geotechnical Project Manager | Led the evaluation of 5,800 linear feet of existing asphalt paving on Old Route 66 from the intersection of Parks Road to Three Bears Loop in Parks, Arizona. The project aimed to determine the most efficient reclamation and reconstruction procedures, including widening the roadway by 5 feet on either side. Greg's responsibilities included conducting thorough subgrade analyses, providing recommendations for pavement design, and addressing potential frost heave and drainage issues specific to the local climate and soil conditions.

Tri-City Regional Sanitary District, Phase 1 -- Sewer Collection System, Lower Miami, AZ

Geotechnical Project Manager | Managed comprehensive geotechnical aspects for the installation of approximately 65,000 linear feet of gravity feed wastewater lines and a small wastewater treatment plant. The project involved detailed soil analysis and recommendations for pipe installation at depths of 10 to 12 feet below existing site grades. Greg's expertise ensured proper soil stability assessments and provided crucial input for trench design and backfill specifications, addressing potential challenges in varied soil conditions throughout the extensive project area.

Woolford Road Reconstruction, Show Low, AZ

Project Engineer | The project consisted of reconstruction/rehabilitation of the existing asphalt paving of Woolford Road between State Route 260 and Whipple Street, with a total length of approximately 7,000 linear feet. The purpose of these services is to provide our opinion regarding the most efficient reconstruction/rehabilitation procedures.



Ashton Koons
Environmental Project Manager

AREAS OF EXPERTISE

Presence Absence Surveys
ESA
MBTA
Phase I ESAs
Project Management
Site Characterization
Biological Resources
Vegetation Surveys
Section 404 of the CWA
Environmental Planning

YEARS EXPERIENCE

9

YEARS WITH PINYON

1

EDUCATION

Bachelors of Specialized
Studies, Environmental
Geology, Biology, and
Anthropology
August 2015
Ohio University

TRAININGS & CERTIFICATIONS

Bat Survey Solutions
Training, 2022
RPS Offshore Protected
Species Observer Training,
2023
Burrowing Owl Surveyor
Training, AGFD, 2019
(Current)
Desert Tortoise online
Training, 2021
Mexican Spotted Owl
Surveyor Training, AGFD
2021 (Current)
Southwestern Willow
Flycatcher Surveyor

PROFESSIONAL EXPERIENCE

Ashton Koons is an environmental professional with ten years of experience, including project management, scoping, report production, environmental reviews, biological and archaeological surveys, and Clean Water Act (CWA) Section 404 compliance. She provides environmental planning and compliance services to a variety of clients, including private, local, state, and federal entities across several market sectors, such as transportation, renewable energy, mining, and oil and gas. She proactively identifies potential environmental constraints and guides clients through the regulatory process to keep projects on schedule and within budget. She has extensive experience completing natural resources assessments for projects and evaluating project related impacts to natural resources. She regularly completes various types of technical evaluations for a variety of resources. Ashton's educational background has allowed for a variety of work experiences including roles as an Ecologist Project Manager, a Hazmat Specialist, a Project Biologist, an Environmental Planner, and a Field Archaeologist.

PROJECT EXPERIENCE

Project Development On-Call (PDOC) | ADOT | Arizona. Pinyon holds an on-call with ADOT as a subconsultant to provide environmental services to aid in the development of transportation projects within the state of Arizona, including projects for local agencies. Ashton provides environmental support to the task orders issued under the on-call for archaeological resources, biological resources, hazardous materials, NEPA compliance, as well as project management. Her recent project experience includes:

- Sand Hollow Bridge Rehabilitation | Littlefield, Arizona
- Kingman Port of Entry Truck Screening | Kingman, Arizona
- Interstate 17 (I-17) East Dugas Road to Mile Post (MP) 275 | Yavapai County, Arizona
- State Route (SR) 387 – Viola Street and Pinal Avenue | Casa Grande, Arizona
- US 70 Passing Lanes | Bylas, Arizona
- SR 89A at Page Springs Road | Page Springs, Arizona
- SR 69 Raised Median and Acceleration Lane | Prescott, Arizona
- US 160 Tuba City to MP 335 | Tuba City, Arizona
- US 60 85th Avenue – Interstate 10 (I-10) Pavement Preservation
- SR 89 SB Passing Lane | Yavapai County, Arizona
- Iron Springs Road at Skyline Drive Passing Lane | Prescott, Arizona
- Iron Springs Road at Tonto Road Passing Lane | Yavapai County, Arizona
- Williamson Valley Road Northbound Left Turn Lane | Prescott, Arizona

Williamson Valley Road and Stazenski Road Left Turn Lane Project | Chino Valley, Yavapai County, Arizona. This project will install a northbound and southbound left turn at the intersection of Williamson Valley Road and Stazenski Road, including shoulder widening of Williamson Valley Road and installation of turn lane signage. The project will ultimately improve safety

Training, SWCA 2021
(Current)
Yellow-billed Cuckoo
Surveyor Training, Audubon
Society 2021 (Current)
40-hour HAZWOPER, 2017
(Current)
10 hour OSHA Construction
Safety training, 2017
(Current)
Basic First Aid training,
2022
CPR and AED training,
2022
8 hour OSHA Confined
Space, 2018 (Current)
OSHA Trenching and
Excavation Safety, 2019
(Current)
SRPMIC Cultural Sensitivity
Training, 2019
MSHA, 2023
Using HEROS for Partner
Users (Part 58) Webinar,
2019 (Current)
EPA Lead Inspector and
Risk Assessor, 2019
(Current)
AHERA (Asbestos) Building
Inspector, 2016-2023
SSI Open Water Diver,
2017 (Current)

**PROFESSIONAL
ORGANIZATIONS**

Arizona Association of
Environmental
Professionals, 2019-2022
Arizona Hydrological
Society, 2017
Arizona Mushroom Society,
2020-2023
Women In Mining, 2021-
2022
Women in Renewable
Energy Industry and
Sustainability (WRISE),
2022 (Current)
Women in Cleantech
Energy and Sustainability
(WCS), 2023 (Current)

and traffic congestion to support continued development in the vicinity of the project area. The project is being funded with Highway Safety Improvement Program (HSIP) funds, which are administered by the Federal Highway Administration (FHWA) and ADOT. Pinyon provided environmental support on the project for biological resources, cultural resources (including archaeological resources), and hazardous materials. Ashton served as the Field Crew Chief for the project's Class III Cultural Resources Survey, as well as completed the project's Preliminary Initial Site Assessment (PISA) report.

City of Phoenix HUD On-Calls | City of Phoenix | Maricopa County, Arizona.

Ashton coordinates environmental reviews of City of Phoenix Housing and Neighborhood Services Departments who receive federal funds through HUD grants. These environmental reviews have included both CESTs and EAs, covering standard topics of biological resources, hazardous materials, noise, cultural resources, and community impacts. As a subject matter expert across resources, Ashton provides important utility on complex projects where mitigation commitments between resources need to be tracked and balanced appropriately.

City of Avondale HUD On-Call | City of Avondale | Maricopa County, Arizona.

Ashton provided senior technical oversight on the Historic-Old-Town project. Pinyon completed CEST review and a Class I cultural resources report for a road reconstruction and pedestrian lighting replacement project along Western Avenue between North Dysart Road and South 4th Avenue in Avondale, AZ 85323. The purpose of the project is to serve and update public infrastructure and beautify the area along Western Avenue in the City of Avondale's Historic Old Town. Determinations were No Adverse Effect on historic properties and is in compliance with Section 106, and no other significant environmental concerns for the project.

Bellemont Area I-40 DCR Update | ADOT | Coconino County, Arizona.

ADOT in partnership with the Federal Highway Administration (FHWA), has initiated a design concept study and related environmental studies to evaluate proposed improvements to Interstate 40 (I-40) in Coconino County, Arizona. Seven alternatives are being evaluated for the project including the following: Alternative 1 No Build, Alternative 2 Diverging Diamond (DDI), Alternative 3 "Dogbone" Roundabouts, Alternative 4 Roundabouts, Alternative 5 Single Point Urban Interchange (SPUI), Alternative 6 New traffic interchange (TI) to the east, and Alternative 7 Half TI to the east. Pinyon completed a desktop review of the proposed alternatives to (1) identify environmental constraints within a four-mile section along I-40 between milepost (MP) 183.15 and MP 187.15, and (2) to document potential environmental impacts across proposed alternatives. The proposed alternatives and constraints analysis are centered on the Hughes Avenue/Bellemont TI underpass. Ashton served as the project manager working with resource leads for appropriate data analysis in support of completing the Constraints Analysis report.

**YEARS WITH FIRM**

14

EDUCATION

BS, Civil Engineering, Minor in Mathematics, Seattle University

PROFESSIONAL REGISTRATIONS

Professional Engineer:
AZ #70374

PROFESSIONAL AFFILIATIONS

SEAOA

JAMES APLEYARD, PE

PROJECT MANAGER | SENIOR ASSOCIATE

James has 14 years of experience as a structural designer with expertise in wastewater collection and treatment system structures. As Project Manager, he will follow the design from beginning to end, with responsibilities including structural design and analysis, calculations and structural details, and construction administration.

RELATED EXPERIENCE**CHINO VALLEY WRF IMPROVEMENTS** | Chino Valley, AZ

Improvements including equalization tanks (35' x 68' x 13'), drying beds, equipment pads, and steel-framed shade structure over a off-site lift station.

LIBERTY UTILITIES MONUMENT WELL SITE IMPROVEMENTS |

Litchfield Park, AZ

Well site arsenic treatment improvements including slabs on grade for an electrical/chemical container, generator, and filter vessel; a below grade storage tank beneath future filter vessels; an 8' CMU block wall; and extending a 6' CMU wall to 8'.

SAN LUIS CHLORINE BAY SHADE STRUCTURE | San Luis, AZ

Shade structure for a bay with a 10' high CMU wall around three sides, and a flat steel-framed roof, with an opening between the CMU and roof.

SAN LUIS W WWTP 3MGD EXPANSION | San Luis, AZ

Renovation and expansion of existing facility including new tank interior wall for SBR tanks 1-4; new RAS channel; headworks screen support stand, platform, and stairways; grit vortex system concrete structure; sludge dewatering unit support stand, platform, and stairways; chemical bay and shade structure; generator and equipment pads; and inspection and corrective active for concrete deterioration at existing tank walls and walkways.

SUNDANCE WRF PHASE II | Buckeye, AZ

Renovation and expansion of existing WRF including modifications of existing WWTP tank walls for SBR tanks 3-6, new RAS channel, new headworks screen concrete structure, grit vortex system concrete structure, MBR basin structure and overhead crane, and equipment pads.

JEROME WWTP | Jerome, AZ

SBR facility (37' x 46' x 17' deep) with a concrete headworks area and 400 SF blower CMU building. Project is on a sloped site, requiring varying retained heights and additional retaining walls.

SARIVAL WRF | Goodyear, AZ

New single story administration building, integrated process mechanical building, a separate integrated process mechanical building, secondary biological tank, membrane separation tank, and chlorine contact basin/recycled water pump station.

PLSD WWTP | Pinetop-Lakeside, AZ

New walkway at the oxidation ditch; extension of concrete splitter box vault; anchorage of existing walkway to existing oxidation ditch; davit crane supports at the new walkway; pipe supports to existing wall at pump gallery.



JAMES APLEYARD, PE

PROJECT MANAGER | SENIOR ASSOCIATE

RELATED EXPERIENCE (continued)

SHOW LOW WWTP UPGRADES | Show Low, AZ

New headworks structure (parallel channels equipped screens and grit removal), concrete slabs, influent splitter box-precast; RAS/WAS pump station structure, 2 external clarifiers, sludge storage steel tank-foundation design, chlorination concrete structure, new administration and dewatering building.

WINSLOW WWTP EXPANSION | Winslow, AZ

Two concrete clarifier tanks, below grade RAS/WAS pump station, flow equalization basin, below grade flow equalization basin pump station, slab on grade for headworks (screen), blower equipment pads and foundations and slab on grade for pre-manufactured metal building.

QUARTZSITE WWTP EXPANSION | Quartzsite, AZ

New concrete divider wall at existing sequencing batch reactor (SBR) basin, catwalk framing over new divider wall, new wall at perimeter of existing SBR basin, supports for crane, new sludge drying beds (masonry walls and concrete loader ramp slabs), equipment pads on grade, foundations for PEMB at blowers, addition of fourth block wall to existing electrical room, and foundations for crane at lift station and relocated RV canopy.

CAL WATER TANK MIXING & CHLORO IMPROVEMENTS | LA County, CA

Tenant improvements including six foundations for two fiberglass-reinforced plastic (FRP) buildings at three sites, a new concrete pad for a trailer, and modifications to an existing masonry building including enlargements to a door opening, and removal of a partition wall.

GOLDEN STATE WATER IMPERIAL PLANT PFAS TREATMENT FACILITY |

Norwalk, CA

Design of a new slab on grade foundation for an activated carbon filter system.

CITY OF LATHROP PHASE IV EXPANSION | Lathrop, CA

WRF expansion with a new process tank (14' deep x 8' x 184'), and 15' west extension of the existing chlorine contact basin CIP tank.

MOUNTAIN HOUSE LAKE 1 | Mountain House, CA

Single story pump station (45' x 51') over a precast wet well (20' x 14').

GREAT PARK IMPROVEMENTS | Irvine, CA

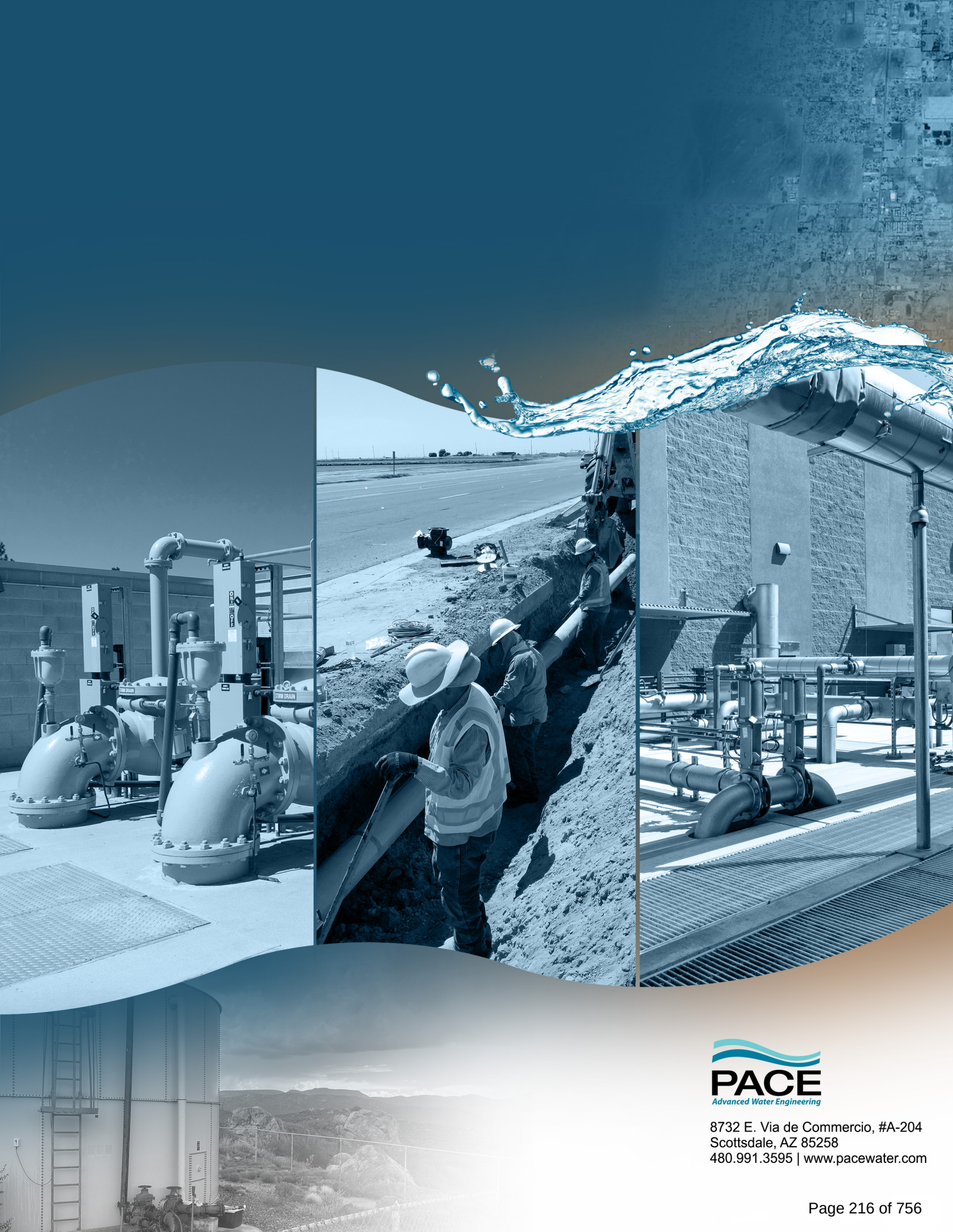
Site improvements at Great Park including two multi-function lakes, four retaining walls, an Upper Lake overflow box/structure and boat ramp, and four pump stations with single story CMU buildings ranging in size from 1,140-3,140 SF.

WEST LAKE 3 OVERFLOW STRUCTURE | Stockton, CA

New 6' wide x 20' x 17' deep concrete vaults.

DESERT RETREAT IMPROVEMENTS | Indio, CA

New pump station with 780 SF CIP concrete pump room buried below grade with one side open for access, and a new 18" x 12" x 17'16" deep CIP concrete wet well.



8732 E. Via de Commercio, #A-204
Scottsdale, AZ 85258
480.991.3595 | www.pacewater.com



2026 HOURLY LABOR RATES

Principal	\$324
Sr. Project Manager / Sr. Consulting Engineer	\$281
Project Manager / Consulting Engineer / Sr. I&C Specialist	\$270
Sr. GIS Analyst / Manager	\$276
Sr. Electrical Engineer	\$265
Sr. Project Engineer / Sr. Design Engineer	\$229
Project Engineer / Design Engineer II / Electrical Engineer	\$206
Instrumentation & Controls Specialist	\$200
Sr. CAD Designer	\$189
Design Engineer	\$162
CAD Designer / GIS Analyst	\$157
Graphic Designer / Technical Editor	\$135
Project Coordinator	\$113
Administrative Support	\$108
Assistant Designer	\$92
G.P.S. Survey Unit (w/ Operator)	\$314
Expert Witness / Legal Consultation	\$400 + Exp.

REIMBURSABLE EXPENSE RATES*

	Units	Cost
<u>Travel</u>		
Mileage (Per Mile)	Mile	\$0.725
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
<u>Outside Reproduction</u>		At Cost
<u>Shipping (FedEx, UPS, Courier, etc.)</u>		At Cost
<u>Misc. (Review Fees, Specific Charges)</u>		At Cost
<u>Reproduction (In-House)</u>		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
≤ 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

*Note: All reimbursable expenses will be invoiced at the above rates + 10%

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CERTERRA SOUTHWEST**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Certerra Southwest, LLC, a Nevada limited liability company (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for geotechnical engineering services, materials testing and special inspection services, and environmental services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any

reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Certerra Southwest, LLC 2400 East Huntington Drive Flagstaff, Arizona 86004 Attn: Todd Sayers

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

CERTERRA SOUTHWEST, LLC,
a Nevada limited liability company

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CERTERRA SOUTHWEST

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CERTERRA SOUTHWEST

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CERTERRA SOUTHWEST

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CERTERRA SOUTHWEST

[Work Authorizations]

See following page(s) (to be attached after execution).

Statement of Qualifications

Town of Chino Valley

**RFQ - FY 2026 On-Call Professional Services -
Geotechnical Engineering**

At Cerrera, we assure the quality of critical infrastructure – above and below ground. Pairing national capabilities with local expertise, we partner with you to deliver materially better outcomes and ensure our communities are built to last.

Attn: Steve Sullivan
Town of Chino Valley
Town Clerk
202 North State Route 89
Chino Valley, Arizona 86323

Re: Town of Chino Valley Request for Qualifications - RFQ - FY 2026 On-Call Professional Services - Geotechnical Engineering

Dear Steve Sullivan,

Local knowledge and responsiveness play an important role in keeping municipal projects moving efficiently. Certerra brings a long-standing presence in Chino Valley and throughout Yavapai County, supporting projects from design through construction and closeout with dependable, locally driven services.

Our team offers decades of experience working within the Town of Chino Valley and the surrounding region. From geotechnical evaluations and environmental services to materials testing and field inspection, we provide integrated, in-house support with local oversight and timely turnaround—helping projects stay on schedule and within budget.

Key strengths we bring to the Town include:

- » **Established local presence.** Serving Northern Arizona since 1972, with more than 20 projects completed directly for the Town since the early 2000s and offices in Flagstaff, Prescott Valley, and Cottonwood.
- » **Strong regional geologic knowledge.** Familiarity with Verde Formation soils, perched groundwater conditions, expansive clays, and collapsible silts common to the area.
- » **Integrated service delivery.** In-house capabilities across geotechnical engineering, environmental services, field inspection, and materials testing.
- » **Certified labs and personnel.** AASHTO-accredited laboratories and ICC-, ACI-, and ATTI-certified technicians supported by experienced regional management.
- » **Municipal-focused support.** An understanding of schedule-driven work, grant timelines, and code-compliant documentation.

We acknowledge receipt of Addendum No. 1.

Thank you for the opportunity to continue supporting the Town of Chino Valley. We look forward to your review and welcome any follow-up questions.

Sincerely,



Todd Sayers
Regional Vice President / Area Manager | Environmental Technical Director – Northern Arizona
tsayers@certerra.com

A. General Information



Company Information:

Certerra, Southwest, LLC.
2400 East Huntington Drive
Flagstaff, AZ 86004
FEIN: 88-0376051
Parent Company: Royal Hold Co.
AZ Board of Technical Registration,
No. 26399



Authorized Members:

**Ed Lyon, Director; Anam Usman,
Secretary; and Todd Sayers, Vice
President.**



Principal Office:

12130 Santa Margarita Court
Rancho Cucamonga, CA 91730



Local Office:

2400 East Huntington Drive
Flagstaff, AZ 86004



Point of Contact:

Todd Sayers
2400 East Huntington Drive
Flagstaff, AZ 86004
928.774.8700



Business Authority

**The following two pages include
documentation supporting Certerra's
authority to provide services in Arizona.**



Certerra Southwest, LLC, dba Certerra Western Technologies ("Certerra Western Technologies" or "Certerra") is proud to continue our longstanding partnership with the Town of Chino Valley under our new identity. While our name and brand have evolved, the essence of our service has not—the same dedicated, knowledgeable professionals you know remain here in the community, delivering the reliability and responsiveness you expect.

Since 1955, we've delivered exceptional service across the Southwest, with our Flagstaff unit—established in 1972—underscoring our long-term commitment to the region. We provide geotechnical engineering, construction materials testing, nondestructive testing, and environmental services. For the Town of Chino Valley, that means an established team with experience across the county, state, and southwest; state and national laboratory accreditations; certified personnel; and comprehensive testing and inspection capabilities, including in-house nondestructive testing.

Our Flagstaff staff remain the core of every project, ensuring continuity of knowledge, local insight, and consistency in service delivery. Our robust cross-training program allows us to flexibly allocate personnel to seamlessly meet your evolving project needs.

Local qualifications and credentials include:

- » Discipline certifications spanning geotechnical, environmental, materials, and nondestructive testing.
- » AHERA-certified asbestos specialists and EPA-certified lead specialists.
- » A Certified Industrial Hygienist to detect / quantify contaminants and recommend hazard controls in personnel areas.
- » Inspection and testing accredited by AASHTO, CCRL, USACE, and ADOT.

Litigation and Contracts

Certerra has had no contract or subcontract terminated within the last five years, nor has the firm had any claims arising from a contract that resulted in litigation or arbitration within the last five years.

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF REGISTRATION

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

CERTERRA SOUTHWEST LLC

ACC file number: 23837782

a foreign limited liability company organized under the laws of , has been granted authority to transact business in Arizona as of 06/09/2025.

This Certificate relates only to the legal authority of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: 06/09/2025.



A handwritten signature in black ink, reading "Douglas H. Clark".

Douglas Clark, Executive Director

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
PHOENIX, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2025

ISSUED TO: CERTERRA SOUTHWEST LLC
1805 W DRAKE DR
TEMPE AZ 85283

ALL communications and
reports MUST REFER to
this LICENSE NO.

LICENSE: 21618388
START DATE: 06/01/2025
ISSUED: 07/22/2025
EXPIRES: 12/31/2025

LOCATION: CODE 001
CERTERRA SOUTHWEST LLC
1805 W DRAKE DR
TEMPE AZ 85283
2500070538451



BUSINESS CODE
002 - MINING-NONMETAL
029 - USE TAX
029 - USE TAX

REGION
MAR - MARICOPA
MAR - MARICOPA
TE - TEMPE

JURISDICTION
COUNTY
COUNTY
CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

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B. Experience & Qualifications

On-Call Services Approach and Experience

Certerra has a long and proven history of providing high-quality geotechnical and environmental on-call services. With more than 70 years of industry experience, Certerra has successfully supported a wide range of municipal infrastructure, capital improvement, and development-related projects requiring responsive, flexible, and reliable professional services. Our extensive experience administering on-call contracts has given us a thorough understanding of the operational demands municipalities face, including fluctuating workloads, compressed schedules, regulatory coordination, and the need for cost-effective solutions delivered with minimal disruption to the public.

Certerra’s familiarity with local conditions, regulatory agencies, and municipal processes allows us to anticipate challenges and respond efficiently. We understand the importance of timely decision-making, maintaining positive public perception, and supporting community growth while balancing technical, environmental, and budgetary constraints. Our on-call services approach is designed to provide innovative, practical, and sustainable solutions that align with and support the Town of Chino Valley’s goals and priorities.

Task Management, Responsiveness, and Staffing Approach

Since establishing our Flagstaff office in 1972, Certerra has supported the Town of Chino Valley on numerous projects and developed a strong understanding of local building codes, available construction materials, and regional geotechnical conditions. This local expertise will enable Certerra to respond quickly to on-call task requests and deliver efficient, well-informed solutions. Our Northern Arizona unit is supported by a staff of 54 diverse professionals. Certerra’s cross-trained team structure ensures rapid mobilization and the ability to scale staffing as clients’ needs evolve. We regularly support multiple concurrent projects by adjusting to contractor sequencing, shift work, and fast-changing site conditions.

Certerra prioritizes staffing based on project urgency, complexity, and required technical expertise to ensure rapid response and expedited services when requested. Our on-call approach allows critical tasks to be addressed immediately, while longer-term assignments are efficiently scheduled to optimize resources. When additional support

or specialized expertise is needed, we will draw upon staff and resources from our 15 regional offices, providing scalability and continuity of service during peak workloads.

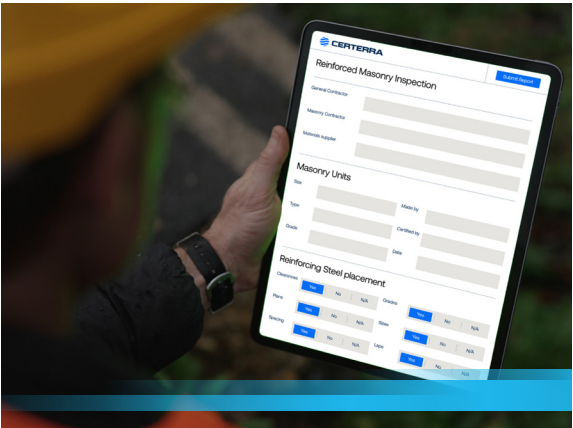
To ensure consistency, responsiveness, and quality control, Certerra utilizes its JOBICC (Job Initiation, Control, and Collection) project management system. JOBICC streamlines project initiation through standardized scope definition, cost estimating, proposal development, and reporting procedures, supported by ongoing oversight from senior principals and administrative staff. This system ensures compliance with contract requirements, efficient communication, and timely delivery of services for all on-call assignments.



13 On-Call Contracts
with AZ public agencies
in the last 5 years



50+ years providing
On-Call services



Challenges & Solutions

Troubleshooting is what Certerra's engineers do best. For instance, if a foundation is experiencing distress (due to expansive or collapsible soils), our team is equipped to collect data on the soil characteristics, drainage profile, and composition and strength of foundation materials to provide an informed forensic analysis with recommendations to mitigate the problem. Dispute resolution follows a similar process. Data and facts are collected, and the involved parties meet to resolve the conflict. Very rarely does conflict resolution progress past this initial phase.

Certerra's On-Call approach combines expertise, reliability, and a commitment to excellence. We aim to be your strategic partner while prioritizing transparency, efficiency, and client satisfaction.

Local Insight. Contractor Proven.

Certerra brings more than 70 years of experience in the Southwest to every on-call contract we support. While our name has changed, our team and our commitment haven't. The inspectors, technicians, and project managers you've come to rely on are still here — offering the same responsive service, familiar faces, and boots-on-the-ground expertise. Now operating as Certerra, we've expanded our bench strength and streamlined access to specialized testing resources and subject-matter experts across the region.

Comprehensive Support.

Certerra has provided construction materials testing, soils compaction testing, concrete inspection, and asphalt QC / QA services across a wide range of local government projects. Our team understands the importance of timely field coordination, accurate results, and clear communication — especially in high-traffic or schedule-sensitive corridors. With a fully accredited laboratory and deep bench of certified staff located in Arizona, we help keep your project moving and your compliance on track.

From field compaction testing to lab-based strength verification, every service is backed by strict internal QA / QC protocols and reviewed by experienced senior technicians and engineers.

Locally-Based. Arizona-Focused. Certerra-Driven.



Lab Accredited. Technicians Certified.

Our Flagstaff laboratory holds accreditations from:

» **ADOT (Arizona Department of Transportation)**

Our personnel maintain certifications from:

» **ACI (American Concrete Institute)**
» **ATTI (Arizona Technical Testing Institute)**
» **ICC (International Code Council)**
» **AWS / CWI (Certified Welding Inspector)**
» **ASNT (Nondestructive Testing)**

Relevant Project Experience

Certerra has decades of experience providing On-call services for special inspection and material testing services on municipal projects. Below is a sample of our most recent, relevant experience and references for projects that were successfully completed within the allotted schedule and budget.

Cherry Creek Road Fire Station

Camp Verde, AZ

Certerra was initially contracted to perform a Phase I Environmental Site Assessment (ESA) is to evaluate the property for Recognized Environmental Conditions (RECs), as defined by ASTM E1527-13. This design-bid-build project progressed to a geotechnical evaluation for the construction of a single-story fire and medical station with a plan area of approximately 7,500 square feet to be constructed on a 2.45-acre lot. The structure is a pre-engineered metal building with a slab-on-grade floor. Maximum wall and column loads for the structure are 2.5 kips per linear foot and 30 kips, respectively.

On-site pavements and a wastewater disposal system were included as part of the development. After completion of our geotechnical report, Certerra was awarded the materials testing and special inspection contract for services during construction, which was completed September 2021.

Challenges & Solutions

Certerra encountered few challenges on this project as site access and scheduling went very well. A conscientious contractor and a responsive and engaged client made for a successful project.

Owner

Copper Canyon Fire and Medical District

Reference

Terry Keller
3691 W Cherry Creek Road
Camp Verde, AZ 86322
tkeller@ccfmd.az.gov
928.567.9401

Dates

September 2019 - September 2021

Kwail Heights Subdivision

Clarkdale, AZ

Certerra was initially contracted to perform a Phase I ESA is to evaluate the property for RECs, as defined by ASTM E1527-13. This design-bid-build project progressed to a geotechnical evaluation for the construction of 2,500 linear feet of eight-inch diameter water and sewer mains within a proposed subdivision adjacent to Cement Plant Road. Horizontal drilling below Cement Plant Road was required to complete the work. The water and sewer mains were installed approximately 3 to 10 feet below existing site grades. The scope also included an evaluation of the area to determine the suitability of conventional, on-site subsurface effluent disposal systems. After completion of our geotechnical report, Certerra was awarded the materials testing and special inspection contract for services during construction, which was completed in January 2022.

Challenges & Solutions

The main challenge to this project was its remoteness. At times site access and scheduling were difficult but were offset by a conscientious contractor and a responsive and engaged client.

Owner

Yavapai Apache Nation

Reference

Sharie Benson
3462 N Smith Avenue
Camp Verde, AZ 86322
sbenson@yan-tribe.org
928.830.2660

Dates

May 2018 - January 2022

Yavapai Apache Nation WWTP Addition

Camp Verde, AZ

Certerra was initially contracted to provide a geotechnical evaluation of five single-story wastewater treatment structures and a MRB skid with plan areas ranging from approximately 400 to 4,000 square feet. The structures were assumed to be masonry, concrete, and / or wood frame construction with slab-on-grade floors. Maximum wall and column loads for the structures are assumed to be 3.0 kips per linear foot and 35 kips, respectively. On-site pavements and a stormwater retention basin were included as part of the proposed development. After completion of our geotechnical report, Certerra was awarded the materials testing and special inspection contract for services during construction, which was completed February 2022.

Challenges & Solutions

The main challenge to this project was its remoteness. At times site access and scheduling were difficult but were offset by a conscientious contractor and a responsive and engaged client.

Owner
Yavapai Apache Nation

Reference
David Schriener
3462 N Smith Avenue
Camp Verde, AZ 86322
dschreiner@yan-tribe.org
928.567.4191

Dates
November 2021- February 2022

USGS Flagstaff Campus Improvements

Flagstaff, AZ

To facilitate site improvements at the United States Geological Survey site in Flagstaff, Arizona, owned by the City of Flagstaff (City), the City contracted Certerra to perform asbestos surveys and a pavement evaluation of the facility's parking lots. Certerra conducted asbestos surveys of the roofing systems on buildings 3, 4 and 5. Our team completed compliance tests based on National Emission Standards for Hazardous Air Pollutants (NESHAP) and Occupational Safety and Health Administration (OSHA) standards prior to the removal and replacement of the old roofing systems. Certerra was also contracted to provide a pavement evaluation and reconstruction recommendations of the existing parking lots at this facility. The parking areas totalled approximately 200,000 square feet in size. Certerra's recommendations were accepted and are being used to properly and safely remove the roofing systems, in addition to designing and reconstructing the existing parking areas.

Challenges & Solutions

The main challenges to this project was utility locating. Since it was a large campus of relatively older facilities, accurate location of original and new utilities were problematic. Ceterra utilized standard utility locating services, along with a private utility locator and City of Flagstaff Utility staff to prevent damage during the drilling operations to underground utilities.

Owner
City of Flagstaff

Reference
David Pedersen
3462 N Smith Avenue
Camp Verde, AZ 86322
dpedersen@flagstaffaz.gov
928.213.2677

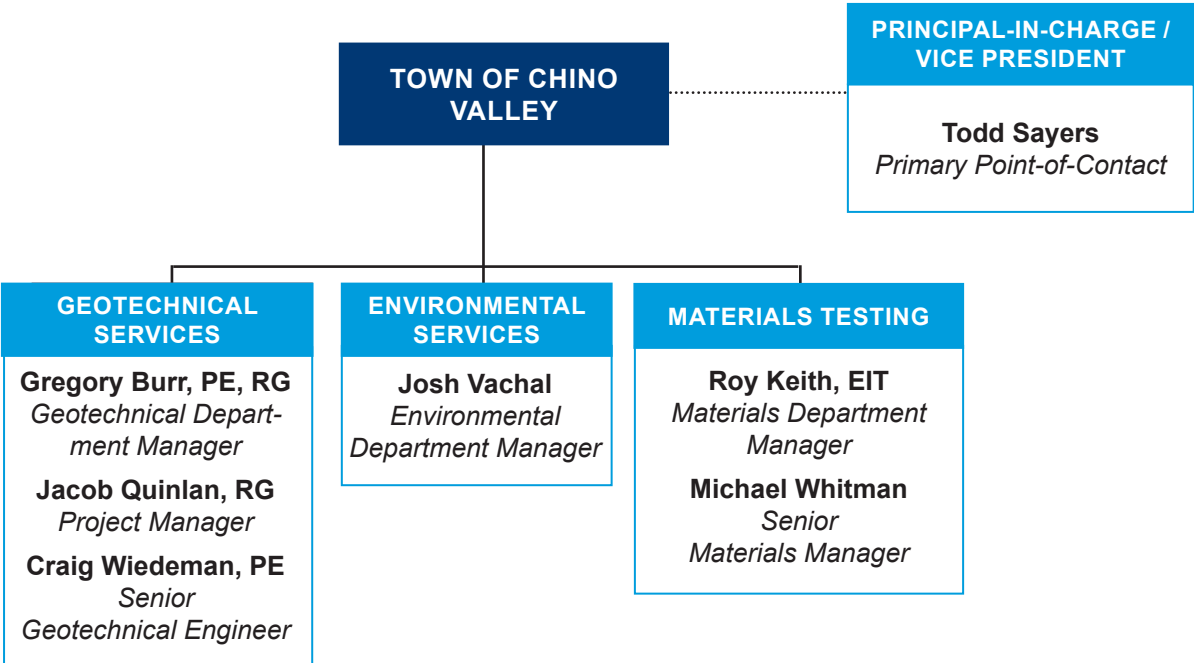
Dates
December 2023 - January 2024

C. Staff Experience, Capabilities, & Assignments

Contract Team

Certerra and its professional staff have significant experience on numerous projects in Northern Arizona as well as throughout the Southwest. The proposed team outlined below will be responsible for evaluating the scope of work and assigning the appropriate personnel and resources. Our team understands the need for continuity on a project. Once a project team is assigned, we will strive to maintain this team throughout the duration of the project. If a need arises for additional personnel to satisfy the requirements of a project, we have a large number of qualified personnel at hand with Northern Arizona experience.

Below is our organization chart for our proposed team who will render services to the Town. Their bios are located on the following pages, and their relevant experience is listed in their resumes in the Appendix.



Todd Sayers | Principal-in-Charge / Vice President

Todd has worked in this industry since 1995 on environmental, industrial hygiene, indoor air quality, and building sciences projects. His core skill areas include project management, technical review, client development, personnel training, data interpretation, and project planning. He also has significant experience in asbestos inspections, operations and maintenance planning, and abatement oversight and air monitoring, lead paint inspections and risk assessments, and indoor air quality and microbial surveys. Todd is adept at Phase I and Phase II ESAs, site investigations, the removal and characterization of underground storage tanks, and remedial action.

As the Principal-in-Charge and Primary Point-of-Contact, Todd will be responsible for mobilizing the appropriate teams for the Town’s RFP’s and scoping projects under this contract.

Greg Burr, PE, RG | Geotechnical Department Manager

Greg has a strong background in geology and a familiarity with local geological conditions in the Northern Arizona region. His over 10 years of experience in the geotechnical and materials field, as well as laboratory testing, has made him an essential member of the Certerra team. Greg has experience managing and coordinating projects with local government agencies, architects, and general contractors while working on diverse projects as a project manager.

As the Geotechnical Department Manager, Greg will be responsible for managing site investigation / recommendation projects, as well as all general geotechnical engineering projects under this contract.

Jacob Quinlan, RG | Project Manager

Jacob has seven years of experience in geotechnical engineering, materials field, and laboratory testing. He graduated with a BS in Geology in 2017 from Western Washington University and is a Registered Geologist in Arizona. Jacob has successfully managed a wide variety of work assignments that have included geotechnical explorations and evaluations for various local government agencies, architects and general contractors.

Jacob will handle all coordination with general contractors and support Greg in site investigations

Craig P. Wiedeman, PE | Senior Geotechnical Engineer

Craig brings over 45 years of geotechnical engineering services in the southwest to the Certerra team. He has significant experience in providing geotechnical engineering services for the construction rehabilitation of roadways and associated infrastructure. Craig also has a long history of working with government agencies throughout Northern Arizona. He is the manager for the entire Certerra Northern Arizona geotechnical team, overseeing all geotechnical projects and advising on many materials testing projects.

As the Senior Geotechnical Engineer, Craig will use his decades of experience to provide QA / QC oversight and support of the team's geotechnical projects with the Town.

Josh Vachal | Environmental Department Manager

Josh has a decade of experience leading regulated building materials surveys, asbestos abatement oversight, regulatory compliance, and remediation oversight. He has also led indoor air quality testing and monitoring and lead-based paint testing. Josh's experience providing environmental engineering and testing services to both private and public agencies throughout Northern Arizona, and the larger southwest region make him a vital asset to our team.

Josh will use his expertise to successfully manage all environmental projects under the Town's On-Call Contract.

Roy Keith, EIT | Materials Department Manager

Roy has over 10 years of experience working with construction materials testing and special inspections. He has significant experience with special inspections of rebar, masonry, high-strength bolts, epoxy anchor, soil foundations, asphalt paving, asphalt milling and tacking. Roy is EIT, ICC, ACI, ATTI and PTI certified.

Roy will be responsible for managing materials testing projects for the Town.

Michael J. Whitman | Senior Materials Manager

Michael has over 40 years of experience working with construction materials testing and special inspections. He has successfully led a variety of residential, commercial, industrial, street and highway projects for both private and public clients, including local cities and counties, the Arizona Department of Transportation, Federal Highway Administration, and the Bureau of Indian Affairs. Michael is ATTI, ACI, NICET certified.

As the Senior Materials Project Manager, Michael will use his decades of experience to provide QA / QC oversight and support of the team's materials testing projects with the Town.

Quality Assurance Methods and Quality Control Measures

Certerra brings decades of experience delivering effective Quality Control and Quality Assurance programs for complex projects. Our QC / QA protocols ensure work meets project requirements and specifications by monitoring project quality activities, performing internal and external audits on behalf of the client, verifying contractor quality requirements, reviewing vendor and contractor submittals, and coordinating all QA / QC efforts with the site QC manager. We also prepare, maintain, and control all project quality management documentation.



Quality is central to Certerra's culture and operations. It drives management decisions and guides daily work at every level of our organization. Our Quality Control program goes beyond basic compliance by emphasizing verification, documentation control, and continuous improvement. Certerra conducts inspections and independent checks to confirm that acceptance criteria defined in project specifications are met and client quality expectations are consistently achieved.

Certerra's QA / QC plan focuses on delivering accurate, precise, and complete data that meets client quality objectives. We use documented procedures for testing, inspections, data review, and reporting. We identify nonconformances, document corrective actions, and verify resolution to prevent recurrence. These measures ensure traceability, consistency, and compliance throughout the project lifecycle.

All field and laboratory testing is performed under the oversight of a registered Arizona professional engineer and subject to internal audits. The engineer provides technical oversight by reviewing test data and reports, monitoring testing procedures, and verifying equipment compliance with applicable standards. Unusual observations are immediately reported for evaluation to confirm result validity and determine corrective actions when required.

D. Project Understanding

On-Call Management Approach

Our proposed approach to on-call contracts centers on proactive coordination and meticulous planning to ensure projects are successfully completed on time and within budget.



Planning

Planning begins with a clear understanding of project objectives, site conditions, and / or performance requirements. We develop a project-specific scope that defines investigation methods, testing criteria, and reporting requirements to meet design and regulatory needs. Our process includes coordination with the client, design team, and stakeholders to align schedules, access constraints, and risk considerations. By identifying technical challenges early and establishing clear execution and quality controls, Certerra ensures efficient field operations, reliable data collection, and timely delivery of actionable geotechnical recommendations.

Cost Estimating and Control methodology

Certerra is committed to the completion of our projects on time and on budget. Each project will be set up in our accounting system, and a copy of the project budget is kept in the work file as a constant reminder. The project manager will track and monitor the project from its inception. Our staff completes daily time sheets in our system to track time and expenses, providing an up-to-date log of the budget and allowing us to mitigate any overrun to the project budget. This method provides ample time to discuss potential scope / budget issues with clients in a timely manner and adjust as necessary.

Scheduling

Upon award of a project, the contract principal will allocate personnel and resources to the project based on the specific needs and anticipated schedule. The project manager tracks and maintains the schedule once the project begins. Software programs, including JOBICC, track and organize the project schedule and all pertinent documents, ensuring our team adheres to the agreed upon schedule .



Project Management and Team Organization

Certerra is committed to providing the professionals necessary to respond to client inquiries, coordinate with inspectors on-site, submit reports, and provide inspectors for the requested inspections. Project managers will work closely with the Town to ensure successful completion and meet project deadlines. Our deep bench of skilled local professionals allows us to respond quickly to our clients and provide additional staffing to meet project deadlines.



Communication and Responsiveness

Our Flagstaff team, in combination with local offices in Prescott Valley and Cottonwood, enables us to mobilize quickly, often within 24 hours for smaller exploratory efforts or trench investigations. We have a strong working relationship with local drillers and utility locators and can coordinate tight schedules without compromising safety or data integrity. Our comprehensive local laboratories offer accredited testing in-house, expediting results and recommendations based on our findings. Certerra's project managers are committed to maintaining an open line of communication with Town staff and prioritize staff involvement.

Town Involvement

The Town's involvement in future projects will be coordinated on a project-by-project basis and determined through open discussion with the Town on their needs, goals, and availability. Certerra strives to maintain an open channel of dialogue on all projects to prevent delays, forecast schedules, and ensure client satisfaction in all areas of a project.

Environmental Considerations

The RFQ rightly identifies that some projects may involve contaminants such as asbestos, lead, or mold. Certerra is uniquely equipped to respond to these situations without delay. Our in-house environmental professionals include AHERA-certified building inspectors and EPA-accredited lead-based paint risk assessors, allowing us to assess and report on potential environmental hazards that may be encountered during subsurface work — without needing to subcontract.

Design Team Integration and Reporting

We prioritize early communication with design teams to align our recommendations with real-world constraints. Draft reports are typically delivered within 15 business days of fieldwork completion, with expedited turnaround available for urgent needs. Reports include practical, buildable solutions that account for construction staging, groundwater control, and long-term performance.

This approach allows us to support the Town not just with data — but with insights that reduce risk, improve design coordination, and help keep projects on track.



SECTION A

TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT

PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact	
<u>Certerra Southwest, LLC</u>	<u>Todd Sayers</u>
<u>Vendor Submitting SOQ</u>	<u>Name</u>
<u>23837782</u>	<u>Regional Vice President / Area Manager </u>
<u>Arizona Corporation Commission File No.</u>	<u>Environmental Technical Director</u>
<u>88-0376051</u>	<u>Title</u>
<u>Federal Tax ID No.</u>	<u>928.774.8700</u>
<u>2400 East Huntington Drive</u>	<u>Phone</u>
<u>Address</u>	<u>Fax</u>
<u>Flagstaff, AZ 86004</u>	<u>tsayers@rma-western.com</u>
<u>City State Zip</u>	<u>Email</u>
<u>certerra.com</u>	
<u>Website</u>	<u>Authorized Signature</u>

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.

Todd Sayers

Regional Vice-President And Principal-In-Charge

Todd Sayers is a highly experienced environmental professional with 30 years of expertise in environmental sciences, industrial hygiene, indoor air quality, and building sciences. Since 1995, Todd has built a comprehensive skill set that makes him an invaluable asset for complex environmental projects. His expertise spans asbestos and lead-based paint management, indoor air quality assessments, Phase I and II ESAs, and remedial actions. Todd's ability to seamlessly manage projects, interpret complex data, and develop strategic plans ensures that clients receive thorough, compliant, and cost-effective solutions to their environmental challenges. His diverse certifications and hands-on experience position him as a go-to expert for projects requiring a multifaceted approach to environmental management, particularly in sensitive or historically significant settings.

Relevant Experience

AHERA Compliance for School District, St. Johns, AZ

Todd, as the Project Manager / Technical Director / Principal Reviewer, has led the ongoing Asbestos Hazard Emergency Response Act (AHERA) compliance efforts for the St. Johns Unified School District since 2004, covering five school campuses with 11 buildings. This long-term engagement showcases Todd's commitment to sustained client relationships and his deep expertise in navigating complex regulatory requirements for educational institutions. His responsibilities include conducting triennial re-inspections and regularly updating management plans to ensure ongoing compliance with federal regulations for asbestos management in schools. Todd's consistent involvement over nearly two decades has provided the school district with continuity of service and a depth of institutional knowledge that is invaluable for maintaining a safe learning environment. His work directly contributes to the safety of students, staff, and visitors, while helping the district avoid potential regulatory issues and liabilities associated with asbestos management.

Comprehensive Asbestos and Lead Survey for Historic Lowell Observatory, Flagstaff, AZ

Todd, as the Project Manager / Technical Director / Principal Reviewer, led a critical Brownfields assessment of 10 structures on the Lowell Observatory property, a site of significant scientific and historical importance. This project required a delicate balance between preserving the site's historical integrity and ensuring compliance with modern environmental safety standards. Todd coordinated comprehensive asbestos and lead surveys for buildings scheduled for renovation or demolition, overseeing both the initial assessments and subsequent clearance testing following abatement activities. His expertise in managing complex environmental assessments in historically sensitive settings was crucial in navigating the stringent Brownfields requirements while respecting the unique character of this renowned astronomical landmark. Todd's work provided the observatory with a clear path forward for their renovation plans, ensuring the safety of staff and visitors while preserving the site's scientific legacy.

Mohave Utility Equipment: Phase II ESA, Kingman, AZ

Todd, as the Project Manager / Technical Director / Principal Reviewer, led this project. It consisted of a subsurface investigation including the drilling and sampling of boreholes, specified sample collection and laboratory analytical methods, required interpreting data to determine the nature and extent of petroleum contamination, providing technical review of proposed corrective action plan.

Years of Experience

30 Years

Education

BS, Geology,
University of Kansas

Licenses / Registrations / Certifications

Environmental Protection Agency
(EPA) Approved Asbestos
Inspector

EPA Approved Asbestos
Management Planner

EPA Approved Asbestos

Contractor Supervisor

EPA Certified Lead-Based Paint
Risk Assessor

Radiation Safety, Monitoring,
Device Operation of Niton XRF
Analyzers, Niton Corporation

OSHA 40-Hour HAZWOPER

OSHA 32-Hour Construction
Industry Standards, Certerra

National Institute for Safety and
Health (NIOSH) Method 582
Certified Microscopist

Arizona Department of Health
Services (ADHS) Surface and
Groundwater Sampling

Greg Burr, PE, RG

Geotechnical Department Manager / Project Engineer

Gregory Burr is a highly qualified Geotechnical Department Manager with a strong foundation in geology and extensive experience in the southwest region. Greg has developed comprehensive expertise in geotechnical and materials field testing, providing crucial insights for a diverse range of projects. His in-depth knowledge of local geological conditions makes him an invaluable asset to any project team. Greg excels in project management, effectively coordinating with local government agencies, architects, and general contractors to ensure successful project outcomes. His dual registration as both a Professional Engineer and Registered Geologist allows him to bridge the gap between geological assessment and engineering applications, providing clients with well-rounded, practical solutions to complex geotechnical challenges.

Years of Experience

10 Years

Education

BS, Geology, California State University Northridge

MS, Geology, Northern Arizona University

Licenses / Registrations / Certifications

AZ Professional Geology Engineer, No. 67873

AZ Professional Civil Engineer, No. 79669

Relevant Experience

Northern Arizona Healthcare | Fort Tuthill Hospital, Flagstaff, AZ

As the Geotechnical Project Manager, Greg led geotechnical aspects for a complex multi-story hospital development on a 55-acre lot. The project included a main hospital building ranging from four to nine stories (750,000 sf) and a four-story ambulatory care center (190,000 sf). Greg's role involved comprehensive geotechnical investigations to support the design of foundations for varied structural elements, including areas with finished floor elevations up to 20 feet below existing grades. He provided critical input on soil conditions and potential challenges related to Flagstaff's unique volcanic geology. Additionally, Greg offered geotechnical recommendations for associated facilities such as cooling towers, fuel storage cells, a helipad, retention / detention basins, and a seven-story parking garage with two stories below grade. His expertise ensured that all aspects of this vital healthcare facility were designed with a thorough understanding of the site's geotechnical conditions.

Old Route 66 Pavement Rehabilitation, Coconino County, AZ

As the Geotechnical Project Manager, Greg led the evaluation of 5,800 linear feet of existing asphalt paving on Old Route 66 from the intersection of Parks Road to Three Bears Loop in Parks, Arizona. The project aimed to determine the most efficient reclamation and reconstruction procedures, including widening the roadway by 5 feet on either side. Greg's responsibilities included conducting thorough subgrade analyses, providing recommendations for pavement design, and addressing potential frost heave and drainage issues specific to the local climate and soil conditions.

Tri-City Regional Sanitary District, Phase 1 -- Sewer Collection System, Lower Miami, AZ

As the Geotechnical Project Manager, Greg managed comprehensive geotechnical aspects for the installation of approximately 65,000 linear feet of gravity feed wastewater lines and a small wastewater treatment plant. The project involved detailed soil analysis and recommendations for pipe installation at depths of 10 to 12 feet below existing site grades. Greg's expertise ensured proper soil stability assessments and provided crucial input for trench design and backfill specifications, addressing potential challenges in varied soil conditions throughout the extensive project area.

Woolford Road Reconstruction, Show Low, AZ

Greg supported this project as the project engineer. The project consisted of reconstruction / rehabilitation of the existing asphalt paving of Woolford Road between State Route 260 and Whipple Street, with a total length of approximately 7,000 linear feet. The purpose of these services is to provide our opinion regarding the most efficient reconstruction / rehabilitation procedures.

Jacob Quinlan, RG

Project Manager / Project Geologist

Jacob Quinlan has experience since 2018 in geotechnical engineering and materials field and laboratory testing. He graduated with a B.S. in Geology in 2017 from Western Washington University. He is a Registered Geologist in Arizona. He has successfully managed a wide variety of work assignments that have included geotechnical explorations and evaluations for various local government agencies, architects and general contractors.

Relevant Experience

Mixed Residential-Industrial Development, Winslow, AZ

Jacob led this project as the Geotechnical Project Manager. The project consisted of industrial and residential developments in various locations in and around the City of Winslow with a total area of about 336 acres. The industrial development consists of several large two to four-story warehouse / manufacturing buildings with assumed plan areas that range between 100,000 and 1,000,000 square feet. The residential developments consists primarily of single-story, single-family residences and two-story apartment / condo buildings and single-story commercial buildings with plan areas to vary from 1,500 to 10,000 square feet. The structures will use a combination of metal frame, masonry, concrete and precast concrete tilt-up wall construction with slab-on-grade floors. Maximum wall and column loads for the structures are assumed to range from 2.5 to 6 kips per linear foot and 30 to 800 kips, respectively. On-site asphalt and concrete paved access drives, and parking areas were included as part of the proposed development. In addition, railroad tracks that connect the warehouse buildings to the main BNSF tracks will require a multispan bridge that to supported on H-piles and a railroad underpass that will cross below Highway 87.

Old Route 66 Pavement Rehabilitation, Coconino County, AZ

Jacob led this project as the Geotechnical Project Manager. The project consisted of an evaluation of the existing asphalt paving on Old Route 66 from the intersection of Parks Road to Three Bears Loop in Parks, Arizona with a total length of approximately 5,800 linear feet to determine the most efficient reclamation and / or reconstruction procedures. The project also consisted of widening Old Route 66 by 5 feet on either side of the roadway.

Winslow-Lindberg Regional Airport Runway 11-29 Reconstruction, Winslow, AZ

Jacob led this project as the Geotechnical Project Manager. The project consisted of the potential rehabilitation / reconstruction of Runway 11-29 of the Winslow-Lindbergh Regional Airport located in Winslow, Arizona. This runway is located toward the north end of the airport. Based on information provided via email and Google Earth software, the approximate dimensions of the runway are 7,300 ft long by 150 wide.

CO Bar Solar Array, Flagstaff, AZ

Jacob led this project as the Geotechnical Project Manager. The proposed project consisted of a new solar array with a total area of 14,000 acres to be constructed on a 41 square mile site. The solar arrays will be constructed in thirteen different phases (CO Bar A through L, and SRP). The solar panels will be supported by H-piles. Axial downward and lateral loads for the solar panels are 10 and 20 kips, respectively. Aggregate surfaced access roads and an electrical substation will be included as part of the proposed development.

Years of Experience

8 Years

Education

BS, Geology, Western
Washington University

Licenses / Registrations / Certifications

AZ Professional Geology
Engineer, No. 77341

ATTI

ACI

40-Hour HAZWOPER

MSHA Part-48

Craig Wiedeman, PE

Senior Geotechnical Engineer

Craig Wiedeman brings over 45 years of providing geotechnical engineering services in the southwest to the Certerra team. He has significant experience in providing geotechnical engineering services for the construction and / or rehabilitation of roadways and associated infrastructure. He also has a long history of working with government agencies throughout Northern Arizona. He is the manager for the entire Northern Arizona Geotechnical Team and oversees all geotechnical projects and advises for many materials testing projects.

Relevant Experience

Mixed Residential-Industrial Development, Winslow, AZ

Craig supported this project as the Senior Geotechnical Engineer. The project consisted of industrial and residential developments in various locations in and around the City of Winslow with a total area of about 336 acres. The industrial development consists of several large two to four-story warehouse / manufacturing buildings with assumed plan areas that range between 100,000 and 1,000,000 square feet. The residential developments consists primarily of single-story, single-family residences and two-story apartment / condo buildings and single-story commercial buildings with plan areas that are assumed to vary from 1,500 to 10,000 square feet. The structures will use a combination of metal frame, masonry, concrete and precast concrete tilt-up wall construction with slab-on-grade floors. Maximum wall and column loads for the structures are assumed to range from 2.5 to 6 kips per linear foot and 30 to 800 kips, respectively. On-site asphalt and concrete paved access drives, and parking areas were included as part of the proposed development. In addition, railroad tracks that connect the warehouse buildings to the main BNSF tracks will require a multi-span bridge to be supported on H-piles and a railroad underpass that will cross below Highway 87.

Old Route 66 Pavement Rehabilitation, Coconino County, AZ

Craig supported this project as the Senior Geotechnical Engineer. The project consisted of an evaluation of the existing asphalt paving on Old Route 66 from the intersection of Parks Road to Three Bears Loop in Parks, Arizona with a total length of approximately 5,800 linear feet to determine the most efficient reclamation and / or reconstruction procedures. The project also consisted of widening Old Route 66 by 5 feet on either side of the roadway.

Winslow-Lindberg Regional Airport Runway 11-29 Reconstruction, Winslow, AZ

Craig supported this project as the Senior Geotechnical Engineer. The project consisted of the potential rehabilitation / reconstruction of Runway 11-29 of the Winslow-Lindbergh Regional Airport located in Winslow, Arizona. This runway is located toward the north end of the airport. Based on information provided via email and Google Earth software, the approximate dimensions of the runway are 7,300 ft long by 150 wide.

CO Bar Solar Array, Flagstaff, AZ

Craig supported this project as the Senior Geotechnical Engineer. The proposed project consisted of a new solar array with a total area of 14,000 acres to be constructed on a 41 square mile site. The solar arrays will be constructed in thirteen different phases (CO Bar A through L, and SRP). The solar panels will be supported by H-piles. Axial downward and lateral loads for the solar panels are 10 and 20 kips, respectively. Aggregate surfaced access roads and an electrical substation will be included as part of the proposed development.

Years of Experience

47 Years

Education

BS, Civil Engineering, University of Illinois

Graduate Studies in Geotechnical Engineering, University of Illinois, Colorado State University, & Arizona State University

Licenses / Registrations / Certifications

AZ Professional Civil Engineer, No. 11860

CO Professional Civil Engineer, No. 0019577

NM Professional Civil Engineer, No. 27067

NV Professional Civil Engineer, No. 022117

UT Professional Civil Engineer, No. 5079974-2202

Professional Land Surveyor, AZ

Josh Vachal

Environmental Department Manager

Josh Vachal has experience in leading regulated building materials surveys, specializing in asbestos abatement oversight, regulatory compliance, and remediation oversight. He also has led indoor air quality testing and monitoring, as well as lead-based paint testing. With over 8 years of experience in providing environmental engineering and testing services, and project oversight. Josh has experience in assisting both private and public agencies throughout Northern Arizona, and the larger southwest region. Josh is excited to expand his career with the promotion to Environmental Department manager of both the Northern Arizona and Nevada regional offices.

Relevant Experience

Kayenta Unified School District, *Kayenta, AZ*

Josh led this project as the Proposal Manager / Project Manager / Primary Reviewer. The project consisted of asbestos abatement clearance monitoring upon the completion of an abatement project where vinyl floor tile and associated mastic were removed from a school district building. Clearance monitoring was conducted in order to verify the ambient air within the building was below the EPA recommended clearance level of 0.01 fibers per cubic centimeter (f/cc) prior to reoccupying the residence. Mr. Vachal was the Proposal Manager, Project Manager, and primary reviewer for this project.

Mountain View Elementary School Weatherization, *Prescott Valley, AZ*

Josh led this project as the Proposal Manager / Project Manager / Primary Reviewer. Part of the Humboldt unified school district, this project consisted of an asbestos and lead-based paint survey of the exterior materials on Mountain View Elementary School. The purpose of the survey was for NESHAP and OSHA compliance for the upcoming weatherization project. Mr. Vachal was the Proposal Manager, Project Manager, and primary reviewer for this project.

On Call with Northern Arizona University: Office of Regulatory Compliance, McConnell Hall #62, Kitchen Ceiling, *Flagstaff, AZ*

Josh led this project as the Proposal Manager / Project Manager / Primary Reviewer. The project consisted of the asbestos abatement oversight for the removal of approximately 160 square feet of asbestos-containing acoustic ceiling texture from a kitchen within a student housing facility. Mr. Vachal performed abatement oversight which included worker verification, pre-abatement containment review, area air monitoring, final visual and air clearance sampling and testing, and final reporting. Mr. Vachal was the Proposal Manager, Project Manager, partial on-site technician, and primary reviewer for this project.

Lake Havasu Unified School District: High School Abatement, *Lake Havasu City, AZ*

Josh led this project as the Proposal Manager / Project Manager / Field Tech / Report Co-author. The project consisted of asbestos abatement oversight for the removal of approximately 7,425 square feet of vinyl floor tile and associated mastic from multiple buildings on the High School Campus. Certerra performed abatement oversight which included worker verification, pre-abatement, containment review, area air monitoring, final visual clearance sampling and testing, and final reporting. Mr. Vachal was the Proposal Manager, Project Manager, partial on-site technician, and author of the final report.

Years of Experience

10 Years

Education

AS. Environmental Technology,
Lake Area Technical Institute,
Watertown, SD

Licenses / Registrations / Certifications

EPA Lead Based Paint Inspector
and Risk Assessor

AHERA Building Inspector

AHERA Contractor Supervisor

EPA AHERA Management
Planner

ADEQ Grade III Water
Distribution System Operation &
Maintenance

ADEQ Grade I Drinking Water
Treatment

Roy Keith, EIT

Materials Department Manager

Roy Keith has over 10 years of experience working with construction materials testing and special inspections. Mr. Keith's has significant experience with special inspections of rebar, masonry, high-strength bolts, epoxy anchor, soil foundations, asphalt paving, asphalt milling and tacking. Roy is EIT, ICC, ACI, ATTI and PTI certified.

Relevant Experience

AZ Veteran's Memorial Cemetery Expansion, *Camp Navajo, AZ*

Roy is currently providing construction material testing at the VA's Memorial Cemetery Expansion project as the Senior Project Manager. The State of Arizona was awarded a \$1,910,246 grant for the expansion of 340 pre-placed crypts and nearly 600 cremains grave sites, allowing for more in-ground interments. The grant also helps lower the cost for Veterans' families as it allows the cemetery to continue providing free interments for Veterans and a small fee for spouses. The cemetery is located about 12 miles west of Flagstaff off I-40.

Woodshire On Butler, *Flagstaff, AZ*

Roy provided construction materials testing for the Woodshire on Butler project as the Senior Project Manager. The project consisted of 50 two story bungalow homes constructed in Flagstaff, AZ. Each unit is 2 bedrooms with 4 different floor-plans that are all approximately 1100 square feet.

Roden Crater - Entry Road Revisions And Temp RV Park Grading, *Flagstaff, AZ*

Roy provided construction materials testing services for the Roden Crater project as the Senior Materials Manager. The project consisted of a three-story plaza building that will be made up of a pool, auxiliary rooms, a bar, lodging space, and cart tunnels. The structure used concrete construction with a slab-on-grade first floor. Maximum wall and column loads for the structure are 3.5 kips per linear foot and 40 kips, respectively.

Navajo Nation Housing Authority Tolani Lake Housing, *Tolani Lakes, AZ*

Roy provided construction materials testing for the Tolani Lake Housing project for the Navajo Nation Housing Authority as the Senior Project Manager. The project consisted of domed apartment housing in the badlands of northeastern Arizona constructed for teachers with a \$4.4 million dollar federal grant.

Switzer Canyon Water Transmission Main - Phase 4, *Flagstaff, AZ*

Roy provided construction materials testing services for the Switzer Canyon Water Transmission Main project as the Senior Project Manager. The project consisted of approximately 5,000 linear feet of 16 and 24-inch diameter water lines. The pipe inverts are about 7 to 9 feet below the lowest existing site grades. In addition, the project will include approximately 5,000 linear feet of new pavement on San Francisco and Chickadee Streets.

Schultz Creek Sediment And Flood Mitigation Detention Basins, *Flagstaff, AZ*

Roy provided construction materials testing services for the Schultz Creek Sediment and Flood Mitigation Detention Basins project as the Senior Project Manager. The proposed project consisted of three new water / sediment detention basins with total storage areas of about 14.21 to 24.82 acre-feet and effective heights of about 7.5. The proposed detention basin berms are a maximum of 13 feet tall. In addition, an associated access road and detention basin inlet / outlet structures are included in the development.

Years of Experience

13 Years

Education

BS, Civil Engineering, Northern Arizona University

Licenses / Registrations / Certifications

Engineer in Training, No. 012561

ICC - Structural Masonry Special Inspector

ICC - Spray Applied Inspector

PTI - PT Installation, Level 1

ATTI - Field Technician

ACI - Concrete Field Testing Technician

Certerra- Nuclear Gauge Operation

MSHA - Mine Safety and Health Administration

Michael Whitman

Local Manager

Michael Whitman has over 40 years of experience working with construction materials testing and special inspections. Mr. Whitman has experience in a variety of residential, commercial, industrial, street and highway projects for both private and public clients including local cities and counties, the Arizona Department of Transportation, Federal Highway Administration, and the Bureau of Indian Affairs.

Relevant Experience

Hampton Inn & Suites, *Cottonwood, AZ*

Michael is serving as the Senior Project Manager on this project where Certerra is currently performing construction materials testing and special inspections for the Hampton Inn & Suites project off of State Route 89A in Cottonwood, AZ. The project consists of a 79 unit hotel building that will be 3 stories with a slab on grade foundation. Construction includes a parking lot and pool on the 1.82 acre lot.

Village On Birch, *Cottonwood, AZ*

Michael is serving as the Senior Project Manager on this project. The project consists of the construction of a 2-story, 40 unit apartment complex. The complex will have 4 buildings on two lots that total 1.74 acres. Each apartment building will be 7200 sf in size. The buildings will be wood framed with slab-on-grade foundations. This project is ongoing.

Enchantment Resort – Mii Amo Spa And Pool Renovation, *Sedona, AZ*

Michael is serving as the Senior Project Manager on this project. The project consists of renovations and additions to the existing Mii Amo Spa and associated Pool and Bar & Grill. This multi-phase project involves new construction and improvements to the Enchantment Resort. Certerra conducted laboratory testing, construction materials testing and special inspections in association with this ongoing project.

Inspiration At Cottonwood, *Cottonwood, AZ*

Michael is serving as the Senior Project Manager on this project. The project consists of nineteen apartment units, a central community building and outdoor pool, a maintenance building, and a surrounding parking lot to be constructed on an 11.04 acre site. The apartment buildings are two and three-story structures ranging from 2,250 to 13,000 square feet (sf). The clubhouse is a single-story building, approximately 7,000 sf. Post-tensioned foundations were included in the design and the project is ongoing.

Merkin Vineyards At Old Town Cottonwood, *Cottonwood, AZ*

Michael is serving as the Senior Project Manager on this project. The project consists of multiple commercial buildings, patio spaces, associated walking paths and parking areas on a 7 acre lot in Old Town Cottonwood. Work included laboratory testing, construction materials testing and special inspections during an 11-month construction period.

Years of Experience

40 Years

Education

BS, Business Management,
University of Phoenix, AZ

Licenses / Registrations / Certifications

ATTI - Field Technician

ACI - Concrete Strength Testing
Technician

ACI Masonry Lab Testing
Technician

ACI Masonry Field Testing
Technician

ACI - Concrete Field Testing
Technician

ATTI - Field Technician

ATTI - Asphalt Technician

NICET - Highways Materials
Level II

NICET - Construction Materials
Testing Asphalt Level II

NICET - Construction Materials
Testing Concrete Level III

NICET - Construction materials
Soils Level II

Certerra- Nuclear Gauge
Operation

MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FEE SCHEDULE 2026

PERSONNEL AND EQUIPMENT:

Engineering Technician Site Visit (includes travel, up to 2 hours on site, and report).....	\$ 310.00/visit
Engineering Technician (additional site time after first 2 hours).....	94.00/hour
Engineering Technician Sample Pick-up (includes travel and up to 1 hour on site)	155.00/each
Special Inspector Site Visit (includes travel, up to 2 hours on site, and report)	350.00/visit
Special Inspector (additional site time after first 2 hours).....	108.00/hour
Project Manager	140.00/hour
Project Engineer / Principal	155.00/hour
Mileage	0.75/mile
Per Diem	175.00/day or market rate
Personnel	65.00/hour
Administrative Personnel (for rush reports or projects with high volume reporting)	85.00/hour
Quality Control Summary Reports	225.00/each
Quality Control Summary Reports (ADOT no work reports).....	150.00/each
Special Inspection Certificate	250.00/each
Special Equipment Rental	175.00/each or by quote

SOIL AND AGGREGATE LABORATORY TESTING SERVICES:

Sieve Analysis, Coarse and Fine	\$ 127.00/each
Moisture Density Relationship, Modified Effort (4" mold)	182.00/each
Moisture Density Relationship, Modified Effort (6" mold)	215.00/each
Moisture Density Relationship, Standard Effort (4" mold)	160.00/each
Moisture Density Relationship, Standard Effort (6" mold)	198.00/each
1-Point Proctor	105.00/each
Specific Gravity & Absorption (+#4).....	110.00/each
Specific Gravity & Absorption (-#4)	120.00/each
Plasticity Index (dry prep.)	105.00/each
Plasticity Index (wet prep.)	138.00/each
Expansion Index.....	195.00/each
LA Abrasion, Small Coarse Aggregate (500 Rev.)	248.00/each
Sand Equivalent (set of 3)	138.00/each
Remolded Swell	195.00/each
pH of Soils	70.00/each
Minimum Resistivity	138.00/each
PH and Resistivity	204.00/each
Lime/Cement Soil Mix Design.....	1,200.00/each
Lime/Cement Soil Mix Compressive Strength, Field Fabricated	50.00/each
Lime/Cement Soil Mix Compressive Strength, Lab Fabricated	65.00/each
Soils Classification (WT samples onsite)	460.00/each
Soils Classification (WT samples onsite and engineer seals).....	490.00/each

ASPHALTIC CONCRETE LABORATORY TESTING SERVICES:

Asphalt Binder Content by Ignition Furnace with Sieve Analysis, Premixed.....	\$ 220.00/each
Calibration of Ignition Oven (per mix design)	925.00/each
Calibration of Nuclear Asphalt Content Gauge (per mix design, set of 4)	925.00/each
Unit Weight and Thickness of Drilled AC	73.00/each
Maximum Specific Gravity (Rice)	220.00/each
Marshall Density, Set of 3 Specimens	220.00/each
Marshall Density with Stability and Flow, Set of 3 Specimens.....	250.00/each

PORTLAND CEMENT CONCRETE LABORATORY TESTING SERVICES:

Compression Tests on Standard Concrete and Mortar (includes molds)	\$ 25.00/each
Compression Tests on Grout Prism.....	33.00/each
Compression Tests on Drilled Concrete Cores (includes trimming).....	75.00/each

Explanation of Unit Rates and Fees:

- ☐ Fees will be billed on a time and materials basis at the unit rates contained herein. Site visit includes travel (within 30 miles of nearest WT office), up to 2 hours on site and report. Site visits outside of 30 mile range will be calculated based on mileage rate and travel time. After initial 2 hours on site, applicable hourly rate for Engineering Technician (\$85.00) or Special Inspector (\$98.00) is applied. Projects billed straight time will be at hourly rate portal-to-portal with a 2 hour minimum and mileage from nearest regional WT office. Personal rates are based on straight time. Partial hours are rounded to the nearest 0.5 hour. Extra Hours rate is 1.5 times the regular rate and include hours after 8 hours on site, weekends and hours outside of normal work times.
- ☐ Estimated quantities are based on an assumed schedule. Final service cost will be determined by the actual number of call outs, samples taken and types of testing done. If services are requested which are not included here, the rates charged will be those of WT's Fee Schedule in effect at the time of the request. WT provides many other services not listed. Rates for these services provided upon request.
- ☐ WT does not provide materials, equipment or personnel involved in the actual construction. Therefore, items such as retainage, prevailing wages, payroll submittals, and warranties are not applicable.

GEOTECHNICAL SERVICES FEE SCHEDULE – 2026

Principal.....	\$165.00/hour
Project Engineer/Geologist.....	135.00/hour
Project Manager	110.00/hour
Field Engineer.....	90.00/hour
Field Engineer, overtime.....	115.00/hour
Drill Rig (with drill crew).....	285.00/hour
Expenses and Consumables.....	Quote
Vehicle Mileage	0.85/mile
ASTM D1883, California Bearing Ratio, each	400.00/each
ASTM D2435/AASHTO T216, Consolidation, first load point	70.00/each
ASTM D2435/AASHTO T216, Consolidation, each additional load point or saturation	20.00/each
ASTM D2435/AASHTO T216, Consolidation, Timed Readings, per load increment	65.00/each
ASTM D2844, Resistance R-Value, each	275.00/each
ASTM D4829/UBC 18-2, Expansion Index, each	150.00/each
ASTM D422/AASHTO T227, Hydrometer Analysis with Specific Gravity, each	165.00/each
ASTM D2216/WT Method, Moisture-Density of ring samples, each	20.00/each
ASTM 5084, Flexible Wall Permeability, each.....	350.00/each
ASTM D4972/AASHTO T289/ARIZ 236, pH of Soils, each.....	40.00/each
AASHTO T288/ARIZ 236, Minimum Resistivity, each.....	100.00/each
ASTM D3080/AASHTO T236, Direct Shear, Undisturbed, Field Moisture, per point	85.00/each
ASTM D3080/AASHTO T236, Direct Shear, Undisturbed, Saturated, per point.....	85.00/each
ASTM D3080/AASHTO T236, Direct Shear, Remolded, Unsaturated, per point	90.00/each
ASTM D3080/AASHTO T236, Direct Shear, Remolded, Saturated, per point	90.00/each
AASHTO T290/ARIZ 237, Soluble Salts/Sulfates/Chlorides, each	140.00/each
WT Method, Remolded Swell, each	150.00/each
ASTM D2938, Unconfined Compressive Strength, Rock, per core.....	55.00/each
ASTM D4543, Unit Weight, Rock, each.....	30.00/each
ASTM A674, ANSI, each	250.00/each

CURRENT WT FEE SCHEDULE

ENVIRONMENTAL SERVICES

Project Principal	\$ 200.00 Hr
Project Director	\$ 145.00 Hr
Certified Industrial Hygienist	\$ 225.00 Hr
Project Manager	\$ 165.00 Hr
Senior Project Engineer/Geologist/Scientist.....	\$ 115.00 Hr
Project Engineer/Geologist/Scientist/Industrial Hygienist.....	\$ 95.00 Hr
Senior Graphics Technician	\$ 65.00 Hr
Clerical Support Services	\$ 60.00 Hr
Safety Equipment, Per Man, Per Day	\$ 75.00 Ea
Field Sampling Equipment, Per Day	\$ 75.00 Day
Field Monitoring Equipment, per instrument per day	\$ 75.00 Day
Polarized Light Microscopy (PLM), 5-day.....	\$ 11.00 Ea
Phase Contrast Microscopy (PCM), 24-hour.....	\$ 25.00 Ea
Transmission Electron Microscopy (TEM), 24-hour	\$ 125.00 Ea
Volatile Organic Compounds (VOCs Full List 8260B), 5 to 7 day.....	\$ 120.00 Ea
Polynuclear Aromatic Hydrocarbons (PAHs 8310), 5 to 7 day.....	\$ 132.00 Ea
Mileage.....	\$ 0.80 Ea
Any Other Analytical Chemistry Services	by quote
Subcontracts/Materials/Supplies/Expendables	cost + 20%

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ENGINEERING & TESTING CONSULTANTS**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Engineering & Testing Consultants, Inc., a California corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for geotechnical engineering services and materials testing services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any

reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Engineering & Testing Consultants 417 North Arizona Avenue Prescott, Arizona 86301 Attn: Richard Kelley

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

ENGINEERING & TESTING CONSULTANTS, INC.,
an Arizona corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ENGINEERING & TESTING CONSULTANTS

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ENGINEERING & TESTING CONSULTANTS

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ENGINEERING & TESTING CONSULTANTS

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
ENGINEERING & TESTING CONSULTANTS

[Work Authorizations]

See following page(s) (to be attached after execution).



**REQUEST FOR STATEMENTS OF QUALIFICATIONS
RFQ – FY 2026 ON-CALL PROFESSIONAL SERVICES
TOWN OF CHINO VALLEY PUBLIC WORKS DEPT.**

**CATEGORIES: GEOTECHNICAL ENGINEERING
MATERIALS TESTING (QA/QC)**

Submitted by:

ENGINEERING & TESTING CONSULTANTS, INC.

417 N. Arizona Avenue
Prescott, Arizona 86301

Phone: (928) 778-9001

Fax: (928) 778-9001

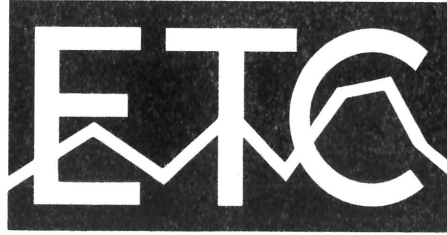
🌐 ETCAZ.COM

✉ Info@etcAZ.com

Principal

Rick Kelley, P.E.
Engineering & Testing Consultants, Inc.
Rick@etcAZ.com

December 2, 2025



ENGINEERING & TESTING CONSULTANTS INC.

Town of Chino Valley
Public Works Department
1950 Voss Drive
Chino Valley, Arizona 86323

**RE: STATEMENT OF QUALIFICATIONS
FY 2026 PROFESSIONAL ON-CALL SERVICES FOR:
GEOTECHNICAL ENGINEERING
MATERIAL TESTING (QA/QC)**

To Whom It May Concern:

Engineering & Testing Consultants, Inc. (ETC) is pleased to have this opportunity to present our statement of qualifications for the above-referenced project.

ETC understands that the purpose of this contract is to provide on-call professional services to support the Town of Camp Verde's public works and utilities projects.

Geotechnical engineering services are expected to include, but may not be limited to: field exploration, laboratory testing, and engineering analysis to characterize subsurface conditions and provide recommendations for design and construction.

Materials testing services would include sampling and testing of soils, asphalt, and/or Portland cement concrete during construction to ensure compliance with the Town's construction standards and the project documents.

We recognize that projects will vary in scope and complexity and may require rapid response. ETC is prepared to deliver practical, site-specific solutions based on local experience, with a focus on constructability, longevity, and cost-effective recommendations. Our goal is to support the Town with clear, timely, and technically sound geotechnical input throughout the planning, design, and construction phases of all assigned projects.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

**417 NORTH ARIZONA AVENUE • PRESCOTT, ARIZONA 86301
928-778-9001**



Town of Chino Valley
Statement of Qualifications – Professional On-Call Services
Chino Valley, Arizona
December 2, 2025
Page 2 of 4

Qualifications & Experience

Engineering & Testing Consultants, Inc. (ETC) – AZ Firm Registration No. 10241-0

ETC was originally founded in Prescott in 1981 and has provided professional engineering and construction support services to the Town of Chino Valley, City of Prescott, Town of Prescott Valley, Town of Camp Verde, City of Sedona, and other public, commercial, and residential clients throughout Yavapai County and Northern Arizona.

With more than 40 years of history in the area, we have an extensive knowledge of the soil conditions throughout central and northern Arizona. The current ownership and principal engineer have been in place since 1994, and the current engineering team has been in place since 1999.

Our engineering team at ETC includes the owner and Principal Engineer, Rick Kelley, PE, and Senior Project Engineer, Michael Wilson, PE. Michael Wilson, PE will be the Project Manager and primary contact for the On-Call Contract.

Principal Engineer

Rick Kelley, P.E., M.ASCE

Civil Engineer, Arizona, #26853

B.S., Civil Engineering, South Dakota School of Mines and Technology

Years in Profession: Since 1988

Sr. Project Engineer

Michael Wilson, P.E., M.ASCE

Civil Engineer, Arizona, #37900

B.S., Civil Engineering, Arizona State University

Years in Profession: Since 1997

ETC's in-house laboratory has maintained ADOT and AASHTO Resource Accreditations continuously since 2012. Our staff of field technicians are ATTI certified.



Town of Chino Valley
Statement of Qualifications – Professional On-Call Services
Chino Valley, Arizona
December 2, 2025
Page 3 of 4

Applicable Experience

ETC has successfully provided on-call professional services with contract extensions for the City of Prescott from July of 2019 through June of 2023. Working with George Henderson, the City of Prescott Capital Projects Manager - George.Henderson@prescott-az.gov | (928) 777-1130.

ETC is currently under a professional on-call services contract with the City of Sedona, since 2023. Working with Sal Valenzuela, the Chief Public Works Inspector | (928) 203-5030.

ETC provides quality assurance testing and consulting engineering services for the Town of Prescott Valley and Yavapai County on an on-going basis. Working with Gordon Bowers with Dava & Associates, the prime consultant for the Town of Prescott Valley | (928) 778-7587.

ETC has also provided significant professional geotechnical engineering services for airport expansion projects in the City of Prescott. Working with Duane Dana, PE, Senior Project Manager from Dibble Corporation, the prime consultant for Prescott Airport projects | (480) 581-1035.

The geotechnical engineering services we routinely provide for these municipalities include: subsurface soil explorations, geotechnical engineering reports, field and laboratory testing of materials, pavement structural design, foundation support recommendation, solutions for unstable soil conditions, etc. *We are also able to provide same-day site visits for emergency situations that may arise when maintaining and improving public infrastructure.*

ETC's Project Approach

We understand that the Town requires responsive and technically sound geotechnical services to support both planning and construction phases.

ETC owns and operates our own drilling rig, and all of ETC's field drilling equipment and personnel are readily available from our Prescott office. Project management and the engineering team are easily reachable by our clients for discussion of any concerns they may have, and the engineers at ETC are readily available for any needed site visits on a timely basis, including same-day consulting, materials testing, and/or engineering site visits the same day for any emergency situation. We have a long history of completing tasks in a timely manner and meeting project timeline goals. In scheduling, we always allow time to accommodate projects that may have a more urgent priority.

Our in-house staff includes licensed Arizona geotechnical engineers and experienced field technicians who are familiar with the local soil conditions, including the expansive clay soil



Town of Chino Valley
Statement of Qualifications – Professional On-Call Services
Chino Valley, Arizona
December 2, 2025
Page 4 of 4

conditions that are routinely encountered in Town of Chino Valley. We are committed to delivering practical, reliable solutions that support the Town's infrastructure goals and long-term performance.

The scope of services offered by ETC includes geotechnical engineering, subsurface soils investigations, construction observation, foundation and pavement design, slope stability analyses, and expert consultation during construction. Our in-house drilling and testing capabilities allow us to respond efficiently and cost-effectively.

Other critical services we provide include special inspections, field and laboratory testing of Portland cement concrete, grout, mortar, soils, and asphaltic concrete.

For over 40 years ETC personnel continue to provide engineering and materials testing services to local municipalities throughout central and northern Arizona, as quality assurance and engineering consultants, and as well as geotechnical subconsultant team members for prime civil engineering consultants. We fully understand the goals and responsibilities that are included in providing on-call professional services for a Town such as Chino Valley.

Thank you for the opportunity to present our qualifications, we look forward to working with you in the future.

Respectfully submitted,

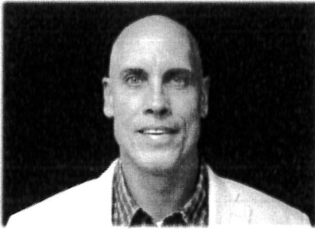
ENGINEERING & TESTING CONSULTANTS, INC.

A handwritten signature in black ink, reading 'Richard G. Kelley', is positioned above the printed name and title.

Richard G. Kelley, P.E.
Principal Engineer

Attachments: Resumes of Key Staff & Organizational Chart
Vendor Information Form

ORGANIZATIONAL CHART
&
RESUMES OF
ENGINEERING STAFF



RICHARD G. KELLEY, P.E., M.ASCE

Position: Principal Engineer

Education: B.S., Civil Engineering, South Dakota School of Mines and Technology

Years in Profession: Since 1988

Registration: *Civil Engineer, Arizona, #26853*

Experience: Mr. Kelley is owner/principal of Engineering & Testing Consultants, Inc. (ETC). His primary responsibilities are with materials, environmental, and geotechnical engineering projects. Engineering activities include geotechnical evaluations such as subsurface soil explorations, slope stability evaluations, and soil surveys; flexible and rigid pavement thickness design; Portland cement concrete mix designs; asphaltic concrete mix designs; drainage control; and reinforced concrete design of retaining walls.

Key Projects: *Airport Connector Road/SR89A – Prescott, Arizona.* Performed comprehensive geotechnical exploration for a 3.6 mile state divided highway, which included three, grade separated overpass structures and twin 3-span bridge crossings of Granite Creek. Completed in accordance with ADOT Design Standards. [Yavapai County – Dan Cherry, PE, CFM, Public Works Director, dan.cherry@yavapai.us]

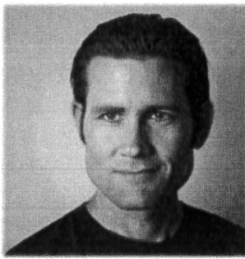
Highway 69/Highway 89 Connector Road, Prescott, Arizona. Performed comprehensive geotechnical exploration for a 2.5 mile new arterial roadway, which included a 100-foot vertical cut slope analysis and a 400-foot 3-span bridge. Completed in accordance with ADOT Design Standards. [City of Prescott – Aric Stewart, P.E., CFM, City Engineer, aric.stewart@prescott-az.gov]

Prescott Municipal Airport. Performed the geotechnical evaluation on the PAC 3A and PAC 7A projects, which included new construction and reconstruction of Taxiways and Runways with various structural drainage control. The geotechnical evaluation identified loose soils, and provided recommendations for stabilization prior to construction. Completed in accordance with FAA Design Standards. [City of Prescott – Jeff Low, Capital Projects Manager, jeff.low@prescott-az.gov]

Yavapai Regional Medical Center – Building Expansion. Performed subsurface soil exploration for 5 story building addition. Subsurface exploration identified loose fill soils and shallow groundwater. Monitored construction activities for the construction project. [YRMC – Stan Stansauk, Project Manager, CStansauk@yrmc.org]

Affiliations:

ASCE – American Society for Civil Engineers
ASTM – American Society for Testing and Materials
ACI – American Concrete Institute
Prescott Chamber of Commerce
Prescott Valley Economic Development Foundation



MICHAEL P. WILSON, P.E., M.ASCE

Position: Project Engineer at ETC (417 N. Arizona Ave, Prescott, AZ 86301)

Education: B.S., Civil Engineering, Arizona State University

Years in Profession: Since 1997 (At ETC since 1999)

Registration: *Civil Engineer, Arizona #37900*

Experience: Mr. Wilson's primary responsibilities are with geotechnical engineering projects. Engineering activities include geotechnical evaluations, subsurface soil explorations, deep foundations, conventional and post-tensioned foundation design, slope stability, flexible and rigid pavement design for ADOT, FAA, and other guidelines. He is also proficient in field and laboratory testing of soils, Portland cement concrete, and asphaltic concrete.

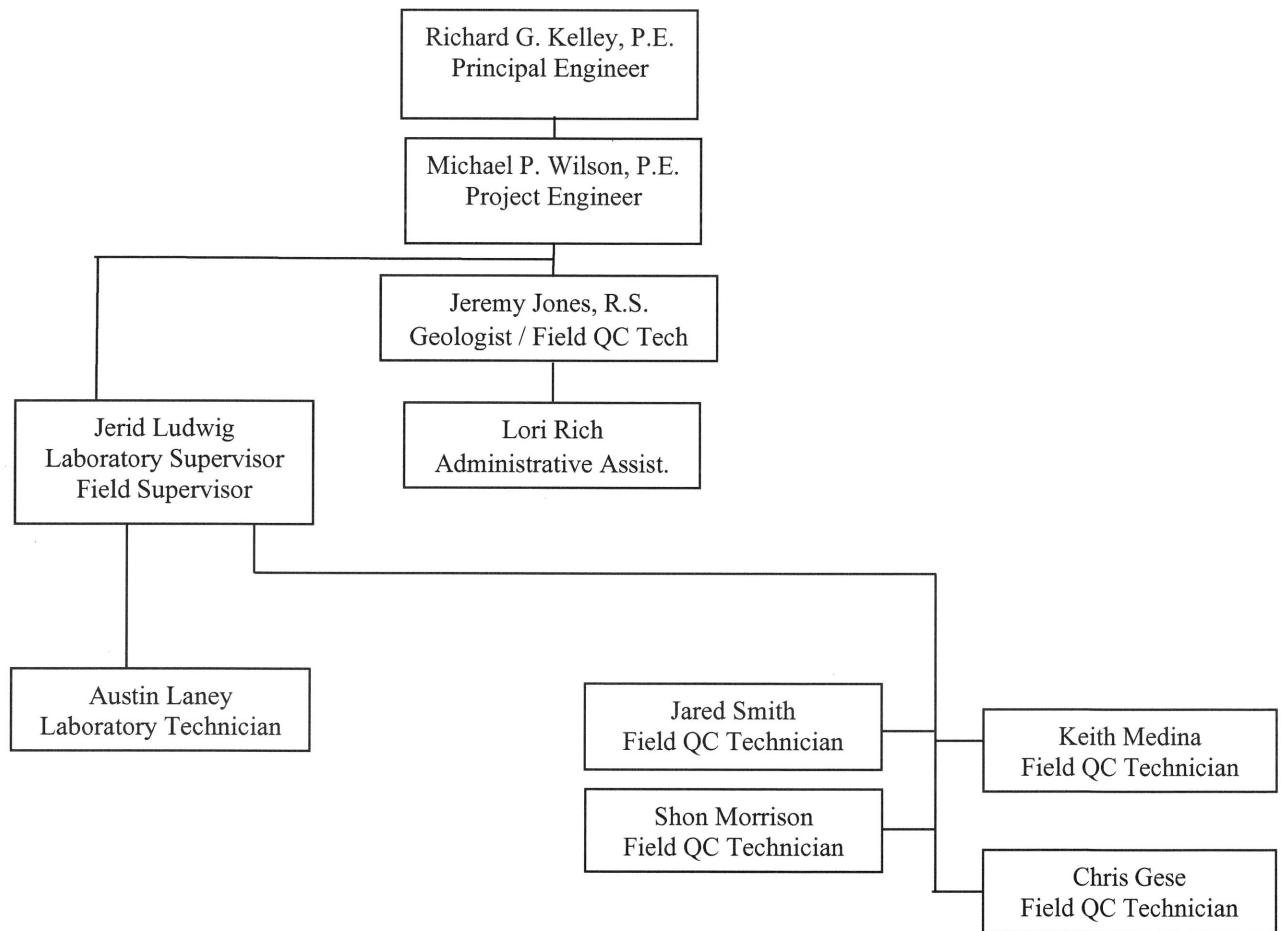
Key Projects Intermediate Pump Station and Water Storage Tanks – Prescott Geotechnical exploration and pavement structure design for two (2) new 6MG water storage tanks and new pump station facilities. ETC performed a geotechnical soil exploration and prepared the geotechnical report for foundation support of buildings and tanks, concrete slabs, pavement structure, and site grading. The design included strict settlement criteria for the large water storage tanks, and mitigation of expansive clay soil conditions.

Williamson Valley Road – Prescott & Yavapai County Geotechnical exploration and pavement structure design for 9-mile roadway widening and improvement project. ETC performed a geotechnical soil exploration to determine existing pavement structural sections and subgrade soil/rock conditions. Design included pavement structural section for anticipated traffic loading conditions with alternatives for pavement overlay. Poor quality clayey soils were identified which required recommendations for mitigation. Recommendations were also provided for slope stability. Engineering design included foundation recommendations for Willow Creek Bridge replacement.

- 2025 Town of Camp Verde Water Main Replacement Project
- Town of Camp Verde Irrigation Pump Station
- Verde Valley School Road (VOC) – Bell Rock Blvd to 1.36m west
- Beaverhead Flat Road – Cornville Rd to SR179
- Camp Verde Wet Well at SR260 & I-17 (Red Moon RV Park)

Affiliations: ASCE – American Society for Civil Engineers
NICET – National Institute for Certification in Engineering Technologies

ETC ORGANIZATIONAL CHART



VENDOR INFORMATION FORM

PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

				Vendor's Contact
Engineering & Testing Consultants, Inc.				Richard Kelley, PE
Vendor Submitting SOQ				Name
07306723 (Entity ID)				Principal Engineer
Arizona Corporation Commission File No.				Title
86-0771569				928-778-9001
Federal Tax ID No.				Phone
417 N. Arizona Avenue				928-778-9001
Address				Fax
Prescott	AZ	86301		Rick@etcAZ.com
City	State	Zip		Email
www.etcAZ.com				
Website				Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

Engineering Services **Charge Rate (hourly)**

Staff Engineer/Geologist	\$150.00
Project Engineer /Geologist.....	\$150.00
Sr. Project Engineer.....	\$200.00
Principal Engineer.	\$200.00

Materials Testing Services **Charge Rate (hourly)**

Engineering Technician.....	\$80.00
Senior Level Engineering Technician	\$100.00
Special Inspection, Foundation Observation.....	\$100.00
Coring.....	\$100.00

Laboratory Testing **Charge Rate (each)**

Soil Aggregate:

Plasticity Index (wet prep)	\$120.00
Plasticity Index (dry prep)	\$90.00
Moisture Density Relationship	\$150.00
Particle Size Analysis.....	\$110.00

Geotechnical:

Expansive Index.....	\$250.00
Consolidation/Swell	\$300.00

Asphalt:

Asphalt Content with Gradation by Ignition Method	\$180.00
Marshall Density.....	\$130.00
Rice Test	\$180.00
Core Density / Thickness.....	\$60.00

Concrete/Grout/Mortar:

Compression Tests (per Specimen).....	\$30.00
Compression Tests Drilled Cores (per Specimen).....	\$65.00

TERMS AND CONDITIONS ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors. The Client acknowledges that ETC had neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or safety conditions at the site.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the

invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed \$125,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of its subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: ETC agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance for professional services under this Agreement and that of its subconsultants or anyone for who the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETC, its officers, directors, employees and subcontractors (collectively Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the party's own negligence or for the negligence of others.

Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations, and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised. The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements. With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NINYO & MOORE**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc., a California corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for geotechnical engineering services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any

reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Ninyo & Moore 5710 Ruffin Road San Diego, CA 92123 Attn: Steven D. Nowaczyk

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

NINYO & MOORE GEOTECHNICAL
& ENVIRONMENTAL SCIENCES
CONSULTANTS, Inc., a California corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NINYO & MOORE

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NINYO & MOORE

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NINYO & MOORE

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NINYO & MOORE

[Work Authorizations]

See following page(s) (to be attached after execution).



12PCT02-00777

ninyoandmoore.com

Ninyo & Moore

A SOCOTEC COMPANY



Statement of Qualifications for

Town of Chino Valley FY 2026 On-Call Professional Services

- **Geotechnical Engineering**

December 30, 2025

A. General Information



December 30, 2025
Proposal No. 12PCT02-00777

Town of Chino Valley
1950 Voss Drive
Chino Valley, Arizona 86323

Subject: Request for Statement of Qualifications for
FY 2026 On-Call Professional Services
• Geotechnical Engineering

Dear Selection Team Members:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants was established in 1986 to help clients develop and implement innovative solutions to geotechnical, environmental, and materials testing challenges. It is our goal to be selected by the Town of Chino Valley (Town) to provide services for the FY 2026 On-Call Professional Services, Geotechnical Engineering category.

LEGAL ORGANIZATION	
Name & Corporate Address	Ninyo & Moore Geotechnical & Environmental Sciences Consultants 5710 Ruffin Road, San Diego, CA 92123
Organization	C Corporation
Primary Contact & Local Office	Steven D. Nowaczyk, PE 9551 E. Lorna Lane, Suite D, Prescott, Valley, AZ 86314

GENERAL DESCRIPTION OF NINYO & MOORE

Ninyo & Moore has been in business for nearly 40 years and has completed more than 14,000 projects throughout Arizona, including over 670 projects in Yavapai County, and is currently providing services on approximately 40 active projects in the County. Recent local experience includes the Town of Chino Valley's FY 2025 Road Improvements, Seven Drainage Tracts, and East Road 4 Sewer Extension projects. We maintain a staff of more than 700 professionals across 17 offices, with local services provided from our Prescott Valley office. This contract will be led by Steve Nowaczyk, Principal Engineer and Contract Manager, who manages similar municipal on-call contracts in the region and brings 35 years of geotechnical engineering experience.

TERMINATIONS & CLAIMS

Ninyo & Moore has not been terminated on any contract or have had any claims that resulted in litigation within the last 5 years.

From our Principal staff to our administrative and field teams, Ninyo & Moore is dedicated to delivering service that goes above and beyond the Town's expectations. Should you have any questions or need additional information regarding our Statement of Qualifications, please don't hesitate to contact the undersigned. We acknowledge Addendum No. 1 dated December 16, 2025.

Sincerely,

NINYO & MOORE


Steven D. Nowaczyk, PE
Principal Engineer/Contract Manager
snowaczyk@ninyoandmoore.com
928.759.8150 x16206



E. Craig Rees
Principal, Construction Services
crees@ninyoandmoore.com
928.759.8150 x16215



B. Experience and Qualifications

1. EXPERIENCE PROVIDING SIMILAR ON-CALL SERVICES

Ninyo & Moore has extensive experience providing on-call geotechnical engineering, materials testing, quality assurance, and environmental services to municipalities and regional agencies throughout Northern Arizona. We have supported public works, transportation, utility, and redevelopment projects through long-standing on-call contracts that require rapid response, coordination with multiple stakeholders, and the ability to manage multiple assignments simultaneously.

For the **City of Prescott**, Ninyo & Moore was selected as one of four top-ranked consultants for the City's Public Works On-Call Geotechnical Services contract, providing comprehensive geotechnical engineering services in support of municipal infrastructure projects. Services included subsurface investigations, laboratory testing, geotechnical evaluations, pavement design support, slope stability assessments, foundation and retaining wall recommendations, and construction-phase geotechnical support. In addition, Ninyo & Moore has provided on-call Quality Assurance and Compliance Testing services for the City's Capital Improvement Projects continuously since 2005, supporting more than 140 projects involving roadways, bridges, and underground utilities. Under these contracts, services included construction materials testing, special inspections, and compliance oversight to support active construction schedules.

Ninyo & Moore has also been selected by **Yavapai County** for multiple on-call professional geotechnical engineering services contracts since 2015. These assignments involved providing geotechnical investigations, engineering analyses, and construction support for County infrastructure projects on an as-requested basis, requiring close coordination with County staff, design consultants, and contractors to address site-specific subsurface conditions and construction challenges.

In addition, Ninyo & Moore has provided on-call environmental services for the **Northern Arizona Council of Governments** (NACOG) under the Arizona Route 66 Coalition program in Yavapai and Coconino Counties. Services included environmental site assessments, coordination with regulatory agencies, evaluation of potential contamination, and support for cleanup and redevelopment planning for publicly and privately owned properties.

2. CHALLENGES

These on-call assignments commonly involve managing multiple concurrent work authorizations, responding to variable subsurface and environmental conditions, and supporting projects with compressed schedules. Ninyo & Moore addresses these challenges through experienced local staff, established on-call management procedures, in-house laboratory and environmental resources, and clear communication with municipal staff and project teams. This approach allows the firm to respond quickly to changing conditions while consistently delivering reliable, practical recommendations.

3. APPROACH TO MULTIPLE TASKS, RESPONSE TIMES, STAFFING

Ninyo & Moore manages on-call assignments using a centralized contract management approach combined with locally based technical staff. Each work authorization is reviewed by the Contract Manager and assigned to a designated Project Manager who is responsible for scope confirmation, scheduling, internal coordination, and communication with Town staff. This structure allows multiple tasks to be managed concurrently while maintaining clear accountability for each assignment.

Quick response times are achieved through the availability of local staff, established field and laboratory resources, and predefined internal workflows for on-call services. For expedited requests, Ninyo & Moore prioritizes staff availability, adjusts field schedules as needed, and utilizes in-house laboratory capabilities to reduce turnaround times. Field observations, testing, and reporting are coordinated to support active construction and design schedules.

Staffing for assigned projects is prioritized based on project complexity, schedule requirements, and the level of technical expertise required. Senior engineers provide oversight and technical direction, while experienced project engineers and field technicians perform day-to-day services. This approach ensures efficient use of resources, continuity of staff throughout each assignment, and consistent delivery of timely, reliable recommendations across multiple simultaneous on-call tasks. Project assignments and lines of authority and communication for each team member to be directly involved are listed below.



Task Authorization and Project Planning

- Receive request from City Project Manager and define project objectives, scope, schedule, and communication protocols
- Review documents, coordinate with regulatory agencies as needed, and prepare scopes for subconsultants
- Submit detailed proposal and cost estimate for Task Authorization
- Upon authorization, establish milestones, assign qualified staff, and provide regular status updates to the City

Staff Involved: Project/Contract Manager, Principal Engineer



Project Implementation

- Coordinate project activities with the City, regulators, stakeholders, and site personnel
- Review site-specific safety protocols with Corporate Health & Safety and implement the project plan safely and efficiently
- Communicate progress and promptly notify the City of significant findings, impacts, or needed alternative approaches

Staff Involved: Task Order Support Staff, Task Manager, Project Manager, Principal Engineer, Health & Safety Officer



Quality Control / Quality Assurance Review

- Perform internal review of draft deliverables and field documentation for accuracy, completeness, and regulatory compliance
- Verify consistency with approved scope, project objectives, and technical standards
- Ensure comments are addressed and documents are finalized prior to submittal

Staff Involved: Project Manager, Principal Engineer



Final Report/Document Deliverables

- Prepare clear, concise technical documents in accordance with applicable requirements
- Submit draft deliverables for City and stakeholder review and address comments or clarifications
- Issue final documents and upload to required City or agency databases, as directed

Staff Involved: Task Order Support Staff, Task Manager, Project Manager, Principal Engineer

4. SIMILAR PROJECTS

“Coconino County has had several short notice projects and Ninyo & Moore were very responsive and there was never an issue with safety. They have worked on a variety of projects open at the same time with no scheduling conflicts and exceptional service. We were never overbilled and all billings were on time and very responsive. They have met all submittal deadlines and we've had no delays in schedule from them.”

*-Capital Projects Manager
Coconino County*



Geotechnical Roadway Drilling



Special Inspections



Asphalt Laboratory Testing

OUR EXPERIENCE OFFERS BOTH DIVERSITY & DEPTH

For 40 years, Ninyo & Moore has helped clients develop and implement innovative solutions to geotechnical, environmental, and materials testing and inspection challenges on numerous as-needed and on-call contracts. Our qualifications demonstrate our expertise and experience providing the requested scope of services by our teams engineers, geologists, and field technicians.

Ninyo & Moore offers the following benefits:

- Experienced, Registered Engineers and Geologists
- Credentialed Local Laboratory
- Local, Responsive Team

85,000+

Ninyo & Moore projects companywide

14,000+

projects in Arizona

670+

projects in Yavapai County

Clients have commended us for our ability to perform cost effectively within tight schedules and tight budgets while maintaining technical integrity and operating in accordance with applicable government regulations and/or guidelines. Adherence to short time frames has earned Ninyo & Moore a reputation for providing quality services and illustrates the firm's understanding and dedication to providing the needed services in an expedient manner.

YAVAPAI COUNTY

ON-CALL PROFESSIONAL SERVICES

Yavapai County, Arizona



Ninyo & Moore has provided on-call geotechnical engineering services to Yavapai County since 2000, supporting County departments on an as-requested basis for a wide range of infrastructure and capital improvement projects. Under these on-call assignments, we have performed geotechnical investigations, engineering evaluations, and construction-phase support for roadway, drainage, utility, and facility projects. To date, the firm has provided services on approximately 40 County projects, to address site-specific subsurface conditions, respond to construction issues, and support project schedules.

On-Call Details

ON-CALL CONTRACT DURATION

08/2020 - 08/2025

SERVICES

Geotechnical Engineering
Materials Testing
Special Inspections

REFERENCE

Christian Deleone
1100 Commerce Drive
Prescott, AZ 86305
(928) 777-7507
christian.deleone@yavapaiaz.gov



Task Orders

Dry Creek Road & Boynton Pass Road Pavement Rehabilitation, Sedona, AZ: Geotechnical and pavement evaluations, construction materials testing, and inspection services for the pavement reconstruction to provide improvements to four sites as part of the Yavapai County and City's Capital Improvement Plan. The four sites totaled in approximately 3.5 miles of roadway.

Mudd Springs Road: Old Black Canyon Highway to Squaw Valley Road, Black Canyon City, AZ: Materials testing services for the placement of a rubberized chip seal; as well as a 2" asphaltic concrete overlay, to be placed on top of the proposed rubberized chip seal coat, between I-17 and Landfill Road.

Bagdad Airport Pilot Lounge, Bagdad, AZ: Geotechnical and construction materials testing services for the design and construction of a new pilot's lounge and septic system.

Fair Oaks Road Overlay Project, Prescott, AZ: Construction materials testing services for the Fair Oaks Overlay project. Our services included observation, and sampling during the placement of aggregate base, and soil; in-house laboratory testing of soil, aggregate base, and asphalt; and data compilation and analysis, data processing, and report review services of field and laboratory testing reports.

CITY OF PRESCOTT

ON-CALL QUALITY ASSURANCE AND COMPLIANCE TESTING

Prescott, Arizona



Ninyo & Moore was awarded the contract to provide Quality Assurance and Compliance testing in 2005 and has been providing these services every year since during construction of city infrastructure consisting mainly of roadways, bridges, and underground utilities. Services have included observation, testing, and sampling during the placement of soil, aggregate, concrete, and asphalt; in-house laboratory testing of soils, aggregates, concrete, masonry, mortar, grout, and asphaltic concrete materials; concrete placement inspection; mix design review. We have provided our services on 150 projects since 2005.

On-Call Details

ON-CALL CONTRACT DURATION

07/2024 - 06/2026

SERVICES

Materials Testing
Special Inspections
Mix Design

REFERENCE

Brandon Kinsey
433 N. Virginia Street
Prescott, AZ 86301
(928) 237-6461
brandon.kinsey@prescott-az.gov

Task Orders

Penn Avenue and Eastwood Drive Improvements: Materials testing and mix design review services for the construction of new roadway, storm drain, water and sewer pipelines, and drainage.

Summit, McCormick, Beach, and Goodwin Street Improvements: Materials testing and special inspection services for the replacement of the aging water and sanitary sewer systems and improve the drainage, asphalt pavement, curb and gutter.

Prescott Lakes Parkway and Sundog Ranch Intersection Improvements: Materials testing services for the reconstruction of the intersection and included turn lane additions, new sidewalks and ramps at three corners of the intersection, new traffic markings, and the reconstruction of asphalt pavement.

Corsair Avenue Extension: Avenger Road to Wilkinson Drive: Materials testing and special inspection services for the construction of a roadway connection on Corsair Avenue from Avenger Road to Wilkinson Drive and roundabout, and consisted of two paved travel lanes with a paved center median, new curb and gutter, as well as drainage and utility improvements.

American Legion and Prescott Library Sidewalk Project: Materials testing and mix design review services for the replacement of the existing curb, gutter, and sidewalks, resealing and restriping library parking lot, construction of ADA ramps, restoring residential and commercial driveways, and reconstruction asphalt.

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS

ARIZONA ROUTE 66 COALITION

BROWNFIELDS ENVIRONMENTAL SERVICES

Coconino, Navajo, Yavapai County, Arizona



Ninyo & Moore was awarded the Northern Arizona Council of Governments, Arizona Route 66 Coalition, Brownfields Environmental Services contract in Yavapai, Coconino, and Navajo County, Arizona. The project included performing environmental assessments (approximately 25 sites), cleanup, redevelopment planning, addressing real or perceived contamination from hazardous substances and/or petroleum products along the Historic Route 66 corridor. This contract was used to communicate Brownfields issues and opportunities to governmental agencies, private investors, and the community.

On-Call Details

ON-CALL CONTRACT DURATION

10/2020 - 09/2023

SERVICES

Asbestos Surveys
Lead-Based Paint Surveys
Asbestos Abatement Oversight
Phase I & Phase II ESA

REFERENCE

Chris Fetzer
119 E. Aspen Avenue, 2nd Floor
Flagstaff, AZ 86001
(928) 213-5209
chris.fetzer@nacog.org



Task Orders

Prescott City Hall: Phase I Environmental Site Assessment (ESA), Asbestos-Containing Material (ACM) Survey, and Lead-Based Paint (LBP) Survey at a 20,500 square foot building to assess the site.

Sunshine Rescue Mission and Dorsey Manor Renovations, Flagstaff: ACM Survey and LBP Survey to identify and quantify ACMs, LBP, and other universal/hazardous waste products (e.g. fluorescent lighting, polychlorinated biphenyl PCB-containing, and mercury-containing materials).

North Hillside Street Residence, Flagstaff: Phase I ESA, ACM Survey, and LBP Survey on a former residential land to be converted to commercial uses, to identify and quantify ACMs, LBP, and other universal/hazardous waste products (e.g., PCB-containing and mercury-containing materials) during future renovations or demolition of the structure.

Former Grocery Store, Winslow: ACM Survey and LBP Survey at the former Grocery Store to identify and quantify ACMs, LBP, and other universal/hazardous waste products (e.g. [PCB]-containing and mercury-containing materials).

Commercial Buildings, Prescott: Phase I ESA, ACM Survey, and LBP Survey at an office building and retail store, owned by the City of Prescott, to assess the site for sale and possible redevelopment.

C. Experience of Key Personnel

1. & 2. KEY PERSONNEL & EXPERIENCE

Ninyo & Moore will designate Mr. Steve Nowaczyk, PE, as the initial single point of contact for Town personnel on all service requests. At present, Steve provides this role for our City of Prescott's Public Works On-Call, City of Sedona's On-Call Professional Services, and Coconino County's Geotechnical Services On-Call. Upon a request for materials testing services, Steve will coordinate with Town personnel, or their designated representatives to develop a scope and cost as well as determine staffing requirements with his various project managers.



Steven D. Nowaczyk, PE
Principal Engineer/Contract Manager

Total Years Experience
35

Years with Ninyo & Moore
26

Education/Registrations
M.S., Geotechnical Engineering

B.S., Civil Engineering
PE 34866 (Arizona)

Professional Affiliations
ACEC, APWA, ASCE

Awards
2021 AZ Business Leader, Engineering
2012 Outstanding Engineer of the Year
by Engineers Week (E-Week)

Steve is experienced with performing and coordinating geotechnical investigations, monitoring field construction testing activities, performing oversight services for geo-dynamic and geo-investigation projects, providing field quality control support for construction projects, conducting laboratory testing, and reviewing reports. He reviews and provides technical support to engineers, geologists, technicians, and construction personnel; coordinates engineering research and development activities; reviews and performs engineering calculations; and assists in business development. Steve has successfully completed 250 projects in Yavapai County, showcasing his substantial expertise and comprehensive knowledge of local requirements and conditions.

Project Experience: **Town of Chino Valley, Chino Meadows Wastewater System:** Principal Engineer
Town of Chino Valley, Road 3 North Drainage Improvements: Principal Engineer



Kenneth Rush III, PE
Principal/Chief Engineer

Total Years Experience
20

Years with Ninyo & Moore
10

Education/Registrations
M.S., Geotechnical Engineering

B.S., Civil Engineering
B.S., Physics
PE 62212 (Arizona)

Professional Affiliations
ACEC, ASCE, ASHE, G-I

Mr. Rush has extensive experience in geotechnical analysis, evaluations, and geologic hazard investigations. He provides senior technical leadership for the firm, regularly meeting with clients, guiding project strategy, and ensuring technical excellence across all deliverables. His responsibilities include overseeing budgets; directing and reviewing geotechnical reports, recommendations, plans, and specifications; and planning and supervising complex site investigations. He provides highlevel guidance on foundation evaluations, expansive and collapsible soil conditions, and field compliance with earthwork specifications. Additional duties include directing laboratory testing programs and overseeing advanced geotechnical analyses, including slope stability, retaining structures, liquefaction, settlement, drilled shafts, and pile design.

Project Experience: **ADOT, State Route 89: Deep Well Ranch Road to Chino Valley:** Project Manager
City of Cottonwood, Mingus Avenue WWTP Improvements: Project Manager



Craig Rees
Principal, Construction Services

Total Years Experience
28

Years with Ninyo & Moore
25

Education

B.S., Civil Engineering

Professional Affiliations

ACI, ABA, ARPA, AGC, ULI

Craig coordinates construction services personnel and resources to support project delivery, providing oversight to project managers, field and laboratory supervisors, and dispatch staff to ensure effective staffing, budget control, and quality. He assists with staff development and training, performs quality control of laboratory test results, and supports consistent implementation of project procedures. Craig has contributed to more than 230 projects in Yavapai County, demonstrating extensive familiarity with local conditions and requirements.

Project Experience: Town of Chino Valley, Community Center Park: Project Principal

Town of Chino Valley, East Road 4 South Sewer Extension: Project Principal



Dylan Walker, PE
Project Engineer

Total Years Experience
10

Years with Ninyo & Moore
10

Education/Registrations
B.S., Civil Engineering

PE 68750 (Arizona)

Professional Affiliations

ABA, APWA, AGC, SAME

Dylan serves as a Project Manager specializing in geotechnical field evaluations and construction materials testing. His responsibilities include subsurface investigations, utility clearance borings, drill rig oversight, pavement design, percolation testing, and management of excavation subcontractors. He also compiles laboratory data, performs geotechnical analyses for slope stability, earth pressures, foundation capacity, and settlement, and coordinates field staff to ensure quality and compliance.

Project Experience: ADOT, I-40 & 1-17 Rest Area Parking at 8 Locations: Project Manager

City of Sedona, 200-Acre Site at SR89A and FR89B: Project Manager



Frank Valenti, ACI, ATTI
Project Engineer

Total Years Experience
7

Years with Ninyo & Moore
3

Education/Certifications
M.E., Geological Engineering

B.S., Mining Engineering

ACI Concrete Field Testing Technician
Grade I

ATTI Field Technician

Professional Affiliations

APWA

Frank is a key member of the project management team, specializing in construction materials testing and special inspections. His responsibilities include proposal preparation, budget and schedule management, coordination with clients, contractors, and design professionals, and oversight of multiple concurrent projects. He also performs field observations, sampling, and special inspections of concrete, asphaltic concrete, masonry, mortar, and grout to ensure quality and compliance.

Project Experience: Town of Chino Valley, FY 2025 Street Improvements: Project Manager

Town of Chino Valley, Outer Loop Road: Project Manager



Jennifer Anderson, RG
Senior Project Geologist

Total Years Experience
22

Years with Ninyo & Moore
1

Education/Registrations
B.S., Geology

RG 69011 (Arizona)

AGC-ADOT Erosion Control
Coordinator

AHERA Building Inspector

AHERA Contractor/Supervisor

OSHA HAZWOPER 40-Hour, 8-Hour

Jenny has experience in environmental site assessments (Phase I and II ESAs), site characterization, remediation planning, industrial hygiene services, and regulatory compliance. She has provided these services for public agencies, local governments, utilities, and private industry, and is responsible for project and budget management, client coordination, staff oversight, proposal support, and report preparation. She works closely with project teams to ensure regulatory requirements are met and project objectives are achieved. Ms. Anderson is knowledgeable in applicable environmental laws, rules, and regulations and is an effective communicator with clients and stakeholders.

Project Experience: **Arizona State Land Department, 2,355 Acres, Prescott Valley:** Project Geologist
Bureau of Indian Affairs, Grand Canyon Caverns Campground: Senior Project Geologist



Christian Lewallen, RG
Senior Geologist

Total Years Experience
15

Years with Ninyo & Moore
6

Education/Registrations
B.S., Geology

RG 67107 (Arizona)

AHERA Asbestos Building Inspector

AHERA Management Planner

AHERA Project Designer

EPA Lead-Based Paint Risk Assessor

OSHA HAZWOPER 40-Hour, 8-Hour

Professional Affiliations
SAME

Chris has extensive experience conducting Phase I & II Environmental Site Assessments, air sampling, industrial hygiene evaluations, and UST investigations and removals. He prepares field data, photographic documentation, and quantifies hazardous materials, while also coordinating and scheduling subcontractors for various tasks. Additionally, Chris performs basic calculations, prepares field studies, and contributes to report writing. He is skilled at managing site investigations, ensuring all activities are compliant with environmental regulations and safety standards.

Project Experience: **Northern Arizona Council of Governments, Prescott City Hall:** Project Manager
Northern Arizona Council of Governments, Former Gas Station, Camp Verde: Project Manager

FIELD/LABORATORY TECHNICIANS

In addition to the Team Members listed above, Ninyo & Moore currently has over 120 field, inspection, and laboratory technicians in Arizona. Our field technicians and inspectors obtain extensive hands on experience learning, observing, and performing field testing and inspection services prior to being released to perform these services without direct supervision. They obtain certifications through ACI, ATTI, AWS, ICC, and NICET and are proficient with Microsoft Word, Excel, and Outlook and use these programs daily for numerous laboratory testing and field report forms as well as email correspondence with other staff and project managers.



ORGANIZATIONAL CHART

Our proposed team is summarized in the following organizational chart located below:

Town of Chino Valley

*KEY TEAM MEMBERS



**Contract Manager/
Principal Engineer**
Steven Nowaczyk, PE*

GEOTECHNICAL

Kenneth Rush, PE*
Donald Tharp, PE
Marek J. Kasztalski, PE
Patrick Wundrock
Luana Paredes Sanchez
Angela Gomez

ENVIRONMENTAL

Jennifer Anderson, RG*
Christian D. Lewallen, RG*
Brett S. McClellan, RG
Rick Hunter
Amie Town
Kenna Karjala

MATERIALS TESTING

E. Craig Rees*
Dylan C. Walker, PE*
Frank Valenti, ACI, ATTI*
Curtis Cope, ACI, ATTI, ICC
Ahmed M. Khattar, ACI, ATTI
Rafael Ramirez, ACI, ATTI
Koffi Atoukouvi, ACI
Byron Clayton, ACI

FIELD STAFF

90 Field Technicians and
Special Inspectors
*ACI, ATTI, AWS, ICC, OSHA
Trench Safety, MSHA*

LABORATORY STAFF

30 Laboratory Technicians
ACI, ATTI



QUALITY ASSURANCE METHODS & QUALITY CONTROL MEASURES

Ninyo & Moore implements a comprehensive QA/QC program to ensure all work meets or exceeds project requirements, schedules, and budgets. Our approach integrates management oversight with technical expertise and includes the following key elements:

- **Independent QA Oversight:** A separate quality assurance group monitors all project activities, providing independent corporate oversight and ensuring compliance with established standards.
- **Proven QC Procedures:** Detailed quality control protocols guide every aspect of the project, including field and laboratory data collection, data analysis, and report preparation.
- **Document Control:** A centralized system maintains chain-of-custody control and a complete record of all controlled documents.
- **Auditing and Non-Conformance Management:** Procedures for auditing, post-auditing, and reporting non-conformance issues ensure corrective actions are timely and effective.
- **Staff Training and Expertise:** Personnel receive orientation and ongoing training on QC procedures. Project principals with specialized knowledge oversee critical tasks to address site-specific challenges.
- **Peer and Principal Review:** Technical work undergoes peer and principal review to verify accuracy, completeness, and adherence to project requirements.
- **Client Feedback:** Following project completion, project principals engage with clients to confirm satisfaction and identify opportunities for process improvements.

This structured QA/QC framework ensures that all project deliverables are of high quality, reliable, and meet client expectations.

SUBCONTRACTOR MANAGEMENT PLAN

Our Subcontractor Management Plan defines the relationship between Ninyo & Moore and subcontractors and ensures that all deliverables meet project requirements. Key elements include:

- **Clear Communication Channels:** Established methods for regular communication between Ninyo & Moore project staff and subcontractors to coordinate activities and resolve issues efficiently.
- **Defined Statement of Work (SOW):** Developed jointly with each subcontractor, detailing responsibilities, deliverables, and timelines for their scope of work.
- **Supervision and Oversight:** Ninyo & Moore project staff provide continuous oversight of subcontractor activities in the field and in the lab, ensuring compliance with project specifications, safety standards, and QA/QC requirements.
- **Performance Monitoring:** Subcontractor performance is evaluated through ongoing review of field operations, quality of deliverables, and adherence to schedule, with corrective actions implemented as necessary.

This approach ensures subcontractor work is fully integrated with Ninyo & Moore's project management framework, providing high-quality, reliable results under consistent supervision.



D. Project Understanding & Approach

Ninyo & Moore understands the importance of thorough planning, proactive project management, and clear communication to provide high-quality geotechnical, materials testing, and environmental services for the Town of Chino Valley. Our approach ensures efficient execution while maintaining adherence to project schedules, budgets, safety protocols, and regulatory requirements. With extensive experience providing task order services, we are well-equipped to respond to varying project types, site conditions, and timelines.

PLANNING

Effective planning is the foundation for successful project execution. Ninyo & Moore's planning approach is structured around each service type, integrating technical expertise, field operations, and laboratory capabilities.

GEOTECHNICAL SERVICES

- **Proposal Stage:** Review project documents, meet with stakeholders, and prepare detailed proposals including scope, schedule, cost estimates, and personnel assignments.
- **Investigation:** Acquire and review as-built plans, geotechnical reports, seismic hazard and topographic maps, and geologic data. Conduct subsurface explorations (borings, engineering-scale geophysical surveys) and perform in-house laboratory testing, including Atterberg limits, consolidation, direct shear, expansion index, in-situ moisture content and dry density, maximum density/optimum moisture, R-value, sieve analysis, and soil corrosivity testing (chlorides, sulfates, pH, and minimum resistivity). All tests are conducted in our AASHTO, ADOT, CCRL, and USACE certified laboratory.
- **Environmental Concerns:** Evaluate soils and groundwater for potential contamination and coordinate with environmental specialists as needed.
- **Data Analysis:** Analyze field and laboratory data using engineering, geophysical, and seismic software to develop design and construction recommendations.
- **Quality Control Review:** Internal review of recommendations and draft reports to ensure technical accuracy.
- **Reports:** Deliver findings via written or electronic reports with clarification of recommendations as required.





MATERIALS TESTING SERVICES

- **Field Observation and Testing:** Monitor grading, backfill, subgrade, and pavement sections to ensure compliance with project specifications. Observation may also include over-excavation bottoms, shoring installation, and foundation excavations.
- **Special Inspection:** AWS and ICC certified inspectors provide reinforced masonry and concrete inspection, concrete/asphalt batch plant oversight, post-tensioning, shotcrete, steel fabrication (shop and field welding), high-strength bolting, fireproofing, and post-installed anchor evaluation.
- **Sampling and Testing:** Collect and test fresh concrete, reinforcing steel, masonry units, grout, mortar, and fireproofing materials. Non-destructive tests, including ultrasonic weld evaluation, are also performed. Laboratory results are uploaded immediately to cloud-based reporting systems.
- **Engineering Support:** Engineers provide ongoing assistance to implement geotechnical recommendations, review construction submittals, and prepare, sign, and stamp necessary documents.
- **Project Financial Tracking:** Deltek Vision enables real-time monitoring of budgets, work-in-progress updates, and electronic invoicing. Central dispatch coordinates field technicians with immediate data capture and reporting through Kordâta systems.

ENVIRONMENTAL SERVICES

- **Phase I ESA:** Conducted in accordance with ASTM E1527 and EPA All Appropriate Inquiry requirements. Activities include site records review, interviews with property representatives, regulatory database checks, site reconnaissance, and preparation of a comprehensive report with findings, photographs, conclusions, and recommendations.
- **Phase II ESA:** Implemented when Phase I results indicate potential environmental liability. Activities include development of site-specific work plans, Health and Safety Plans, utility clearance, site reconnaissance, geophysical surveys, soil/groundwater/soil gas sampling, drilling, and laboratory analyses. Deliverables include site assessment reports detailing investigative methods, data, conclusions, and recommendations.
- **Hazardous Materials Surveys & Abatement Plans:** Conduct pre-demolition or remodeling surveys for asbestos- and lead-containing materials, PCB-containing equipment, mercury switches, and freon systems. Prepare comprehensive survey reports and abatement plans, and provide oversight of abatement activities if required.
- **Environmental Remediation Support:** QA/QC procedures are implemented to ensure defensible and reliable data for remedial decision-making.

COST ESTIMATING, CONTROLS, AND MANAGEMENT OF OVERHEAD

- Develop task-based cost estimates including labor, equipment, subcontractors, and materials.
- Track expenditures using cloud-based systems for real-time budget monitoring and early identification of cost variances.
- Apply corrective actions as necessary to maintain financial performance.
- Utilize company-wide administrative and technical networks to efficiently allocate overhead and maximize project value.

SCHEDULING

- Coordinate field and laboratory work with Town schedules and construction activities.
- Track tasks, dependencies, and milestones using project management software.
- Optimize mobilization of staff and subcontractors to minimize downtime.
- Conduct regular schedule reviews with project principals and Town representatives to address delays or scope adjustments proactively.

PROJECT MANAGEMENT AND TEAM ORGANIZATION

- **Project Principal:** Provides technical oversight, QA/QC compliance, and guidance on complex geotechnical, environmental, and materials issues.
- **Project Manager:** Manages daily operations, ensures schedule adherence, budget control, and serves as the primary point of contact with the Town.
- **Field and Technical Staff:** Execute investigations, inspections, sampling, and testing while maintaining safety, compliance, and quality standards.
- **Subcontractor Oversight:** Supervise subcontractor activities to ensure scope compliance and QA/QC adherence.
- **Peer and Principal Review:** All deliverables undergo internal review to verify accuracy, completeness, and compliance with project requirements.



COMMUNICATIONS

- Maintain clear, structured communication between Ninyo & Moore staff, subcontractors, and the Town.
- Conduct regular progress meetings and provide timely written updates.
- Report critical field or laboratory findings promptly to support project decision-making.
- Maintain detailed documentation of all communications, approvals, and decisions to ensure transparency.

ANTICIPATED TOWN INVOLVEMENT

- Facilitate site access, scheduling, and logistical coordination.
- Review and approve key deliverables and recommendations.
- Participate in progress meetings to provide guidance and input on priorities.
- Provide historical knowledge or site-specific information that supports investigations and compliance efforts.

Ninyo & Moore's integrated approach ensures that geotechnical, materials testing, and environmental services are delivered with high quality, reliability, and timeliness. Through proactive planning, strict budget and schedule controls, structured communication, and close collaboration with the Town, we provide actionable data and recommendations that support informed decision-making and successful project outcomes. Our experience with public sector task order contracts ensures flexibility and responsiveness while maintaining technical excellence.



Safety is fully integrated into all Ninyo & Moore services and is fundamental to project quality and performance. All field personnel are trained in OSHA requirements, hazard recognition, and task-specific safety procedures. Site-specific Health and Safety Plans are implemented for geotechnical, materials testing, and environmental activities to address anticipated hazards, required protective measures, and emergency protocols. Compliance with all applicable local, state, and federal safety regulations is maintained through active oversight by project managers and principals, ensuring work is performed safely, efficiently, and responsibly.



SAFETY FIRST, QUALITY ALWAYS

APPENDIX A

Vendor Information Form



PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

				Vendor's Contact
Ninyo & Moore Geotechnical & Environmental Sciences Consultants				Steve Nowaczyk
Vendor Submitting SOQ				Name
F11863825A				Principal Engineer/Contract Manager
Arizona Corporation Commission File No.				Title
33-0269828				928.759.8150 x16206
Federal Tax ID No.				Phone
9551 E. Lorna Lane, Suite D				928.759.8149
Address				Fax
Prescott Valley	AZ	86314	snowaczyk@ninyoandmoore.com	
City	State	Zip	Email	
www.ninyoandmoore.com				
Website				Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.

APPENDIX B

Key Personnel Resumes





Steven D. Nowaczyk,

PE

Principal Engineer/Contract Manager



EXPERIENCE

26 Years with Firm
35 Years Total



EDUCATION

M.S., Geotechnical Engineering, 1994,
University of Michigan
B.S., Civil Engineering, 1990,
Michigan State University



REGISTRATIONS

PE 34866 (Arizona)
PE 19584 (New Mexico)
PE 42103 (Michigan)
National Council of Examiners for
Engineering and Surveying 36667



PROFESSIONAL AFFILIATIONS

American Council of Engineering
Companies
American Society of Civil Engineers
American Public Works Association
Arizona Water Association



AWARDS/RECOGNITION

2021 AZ Business Leader, Engineering
2012 Outstanding Engineer of the Year
by Engineers Week (E-Week)

Mr. Nowaczyk is experienced and a highly skilled geotechnical engineer with 35 years of expertise in managing and delivering complex geotechnical projects across various sectors, including civil infrastructure, transportation, energy, and construction. He is known for providing innovative and cost-effective geotechnical solutions and has a strong background in soil mechanics, foundation design, ground improvement, and site investigation. He has successfully directed multidisciplinary teams, ensuring seamless project execution from initial assessment through to completion. Mr. Nowaczyk is proficient in managing large-scale projects, performing advanced geotechnical analysis, and delivering risk assessments and recommendations to mitigate potential soil-related challenges. He also has a proven track record in client relationship management, securing repeat business, and providing mentorship to junior engineers.



PROJECT EXPERIENCE

Town of Chino Valley, Chino Meadows Wastewater System Project, AZ: Principal Engineer during a geotechnical evaluation for the installation of a new gravity sewer lines with the purpose of servicing the Chino Meadows subdivisions and paved roadways were also to be constructed within some of the subdivisions.

Town of Chino Valley, Road 3 North Drainage Improvements, AZ: Principal Engineer during a geotechnical evaluation for the design and construction of a new drainage system consisting of two new channels and two new box culverts.

Town of Chino Valley, Road 2 North Sewer & Roadway Improvements, AZ: Principal Engineer during a geotechnical evaluation for the widening of Road 2 North and constructing a sanitary sewer for 1.5 miles.

ADOT, State Route 89: Deep Well Ranch Road to Chino Valley, AZ: Principal Engineer during geotechnical services for the widening and reconstruction of 4.7 miles on SR 89 to provide a four-lane roadway to the existing roundabout at Road 4 South with new roundabout at the southern end of the project to connect with SR 89 and the new Deep Well Ranch Road, and realignment of the Ruger Road connection with SR 89.

Town of Prescott Valley, Quailwood Well Sites, AZ: Principal Engineer during geotechnical engineering services for the design and construction of improvements at three Quailwood well sites in relation to the Prescott Valley PFAS project.



EXPERIENCE

10 Years with Firm
20 Years Total



EDUCATION

M.S., Geotechnical Engineering, 2007,
Illinois Institute of Technology
B.S., Civil Engineering, 2004,
University of Illinois at Urbana-
Champaign
B.S. Physics, 2004 (dual degree),
Illinois College



REGISTRATIONS

PE 62212 (Arizona)
PE 11011796 (Indiana)



PROFESSIONAL AFFILIATIONS

American Council of Engineering
Companies
American Society of Civil Engineers
American Society of Highway
Engineers
Geo-Institute (G-I)

Kenneth Rush III,

PE

Principal/Chief Engineer

Mr. Rush has extensive experience performing geotechnical analysis, geotechnical evaluations and geologic hazard investigations. He meets and interacts with clients; manages budgets; prepares geotechnical reports and recommendations, and reviews plans and specifications; plans and prepares site investigations; provides supervision of field investigations; provides recommendations for foundation evaluations, expansive soils and collapsible soils; evaluates field compliance with written earthwork specifications. Additional duties include assignment and compilation of laboratory testing and geotechnical calculations, including calculations pertaining to slope stability analysis, retaining walls, liquefaction, settlement analysis, drilled shafts and pile design.



PROJECT EXPERIENCE

ADOT, State Route 89: Deep Well Ranch Road to Chino Valley, AZ: Project Manager during geotechnical services for the widening and reconstruction of 4.7 miles on SR 89 to provide a four-lane roadway to the existing roundabout at Road 4 South with new roundabout at the southern end of the project to connect with SR 89 and the new Deep Well Ranch Road, and realignment of the Ruger Road connection with SR 89.

Yavapai County, Beaverhead Flats, Middle Verde Road Extension, Rimrock, Arizona: Project Manager during geotechnical services for the a new roadway extends south from Cornville Road at the intersection of the existing Beaverhead Flat Road, connecting to Middle Verde Road and terminating at SR260 at a roundabout between Thousand Trails Road and Cherry Creek Road.

City of Cottonwood, Mingus Avenue WWTP Improvements, Arizona: Project Manager during geotechnical and geophysical services for the Mingus Ave WWTP Blower and Aeration Improvements and the design of a new influent lift station.

City of Flagstaff, Red Gap Ranch Pipeline, AZ: Project Manager during a geotechnical evaluation and geophysical services for the design of a large-diameter, pressure water transmission main between the existing Red Gap Ranch located approximately 40 miles west of Flagstaff, and the future water reclamation and storage facility is to be located in east Flagstaff.



Craig Rees,

Principal/Construction Services



EXPERIENCE

25 Years with Firm

28 Years Total



EDUCATION

B.S., Civil Engineering, 2011,
Arizona State University



CERTIFICATIONS

ADOSH Training: Excavation Safety
Awareness

Radiation (Nuclear Gauge) User Safety



PROFESSIONAL AFFILIATIONS

American Concrete Institute

Arizona Builders Alliance

Arizona Rock Products Association

Associated General Contractors

Urban Land Institute

Mr. Craig Rees is responsible for coordinating construction services personnel and resources to optimize performance for each project. He oversees and supports Construction Services Project Managers in project planning and budget management, guides Field and Laboratory Supervisors in staff development and implementation, and works with Dispatchers to ensure qualified personnel and testing equipment are available to achieve project success. With a focus on team development, he provides mentorship and training to staff, fostering a culture of excellence and continuous improvement. Their leadership drives the successful implementation of innovative solutions, effective problem-solving, and adherence to safety and regulatory requirements, ensuring all projects meet the highest standards of quality and performance.



PROJECT EXPERIENCE

Town of Chino Valley, Community Center Park, Phase II, AZ: Project Principal during construction observation and testing services for the Community Center Park, Phase II located in Chino Valley, Arizona.

Town of Chino Valley, East Road 4 South Sewer Extension, AZ: Project Principal during materials testing services for the installation of 2,000 linear feet of a new 18-inch sewer line, eight new manholes, and other related work.

Town of Chino Valley, FY 2025 Street Improvements Phase 1, AZ: Project Principal during materials testing services for the removal, and replacement of asphalt, construction of a new shoulder, and other related work.

Town of Chino Valley, Outer Loop Road, AZ: Project Principal during materials testing services for the removal and replacement of asphalt pavement, and placement of approximately 1,200 tons of asphalt overlay on Outer Loop Road between Road 1 West and SR89.

Town of Prescott Valley, Black Canyon Highway Chip Seal, AZ: Project Principal during materials testing services for the construction of the roadway grading, placement of asphaltic millings on Old Black Canyon Highway from Cloud Haven Pass to Buck Horn Circle.

Arizona State Parks, Dead Horse Ranch State Park Improvements, Cottonwood, AZ: Project Principal during materials testing services for the improvements consisting of a new lift station, replacement of sewer lines, new public restroom, and septic system abandonments.



EXPERIENCE

10 Years with Firm
10 Years Total



EDUCATION

B.S., Civil Engineering, 2015,
Arizona State University



REGISTRATIONS

PE 68750 (Arizona)
OSHA 10-Hour Certification



PROFESSIONAL AFFILIATIONS

Arizona Builders Alliance
American Public Works Association
Associated General Contractors
Society of American Military Engineers

Dylan C. Walker,

PE

Project Engineer

Mr. Walker serves as a project manager specializing in geotechnical field evaluations and construction materials testing. His responsibilities include conducting geotechnical subsurface evaluations, overseeing boring layouts for utility clearance, supervising drill rigs, monitoring settlement, performing pavement design and percolation testing, and managing excavation subcontractors. He also handles test pits, soil logging and classification, documentation of distressed structures, and reviews construction plans and specifications. His expertise extends to compiling geotechnical laboratory data, performing engineering calculations for slope stability, lateral earth pressures, foundation capacities (deep and shallow), and settlement analysis. Additionally, he manages construction materials testing projects, prepares proposals, oversees project budgets, and collaborates with clients and design professionals. He coordinates and supervises field activities, including technicians and inspectors, while visiting project sites to ensure quality and compliance.



PROJECT EXPERIENCE

ADOT, I-40 & 1-17 Rest Area Parking at 8 Locations, Coconino County, Yavapai County, Mohave County, AZ: Project Manager during geotechnical engineering and pavement design services to add truck parking as well as site improvements at eight parking areas located at five rest area 7 sites.

City of Sedona, 200-Acre Site at SR89A and FR89B, AZ: Project Manager for geotechnical engineering services for the City of Sedona, evaluating subsurface conditions at a site irrigated with reclaimed effluent water and assessing soil suitability for potential future development with shallow foundations, pavements, and utilities.

Coconino County, Parks Road Reconstruction Phase 2, Parks, AZ: Project Manager during geotechnical engineering and materials testing services for the replacement along Parks Road, Garland Prairie Road, and Pine-Aire Access Road.

Coconino County, Spring Valley Road Reclamation and Shoulder Widening: Old Route 66 to Rustic Cabin Trail, Parks, AZ: Project Manager during geotechnical engineering services to evaluate the existing roadway segment's pavement and underlying subgrade soils from a geotechnical perspective and provide rehabilitation and/or replacement recommendations for improvements.



Frank Valenti,

ACI, ATTI

Project Engineer



EXPERIENCE

3 Years with Firm

7 Years Total



EDUCATION

M.E., Geological Engineering, 2020,
University of Arizona

B.S., Mining Engineering, 2018,
University of Arizona



CERTIFICATIONS

ACI Concrete Field Testing Technician
Grade I

ATTI Field Technician

Radiation (Nuclear Gauge) User Safety

USDOT HAZMat

Frank is an integral part of the project management team, specializing in construction material testing and special inspection projects. He has extensive experience in coordinating complex projects, ensuring they are completed on time, within budget, and in compliance with industry standards. His responsibilities include preparing detailed proposals, tracking and managing project budgets, scheduling tasks, and fostering clear communication with clients, contractors, and design professionals. He is adept at managing multiple projects simultaneously, prioritizing tasks, and addressing challenges proactively to meet project goals. In addition to his project management expertise, Frank conducts placement observations, field sampling, and special inspections of materials such as concrete, asphaltic concrete, masonry, mortar, and grout blocks. He ensures quality and compliance through thorough analysis and reporting.



PROJECT EXPERIENCE

Town of Chino Valley, East Road 4 South Sewer Extension, AZ: Project Manager during materials testing services for the installation of 2,000 linear feet of a new 18-inch sewer line, eight new manholes, and other related work.

Town of Chino Valley, FY 2025 Street Improvements Phase 1, AZ: Project Manager during materials testing services for the removal, and replacement of asphalt, construction of a new shoulder, and other related work.

Town of Chino Valley, Outer Loop Road, AZ: Project Manager during materials testing services for the removal and replacement of asphalt pavement, and placement of approximately 1,200 tons of asphalt overlay on Outer Loop Road between Road 1 West and SR89.

Town of Prescott Valley, Black Canyon Highway Chip Seal, AZ: Project Manager during materials testing services for the construction of the roadway grading, placement of asphaltic millings on Old Black Canyon Highway from Cloud Haven Pass to Buck Horn Circle.

Arizona State Parks, Dead Horse Ranch State Park Improvements, Cottonwood, AZ: Project Manager during materials testing services for the improvements consisting of a new lift station, replacement of sewer lines, new public restroom, and septic system abandonments.



Jennifer L. Anderson,

RG

Senior Project Geologist



EXPERIENCE

1 Year with Firm

22 Years Total



EDUCATION

B.S., Geology, 2003,
California State University Chico



REGISTRATIONS/ CERTIFICATIONS

RG 69011 (Arizona)

PG 13554802-2250 (Utah)

PG 3771 (Wyoming)

AGC-ADOT Erosion Control
Coordinator

AHERA Building Inspector

OSHA HAZWOPER 40-Hour

OSHA HAZWOPER 8-Hour

Ms. Anderson is experienced in all phases of environmental site assessments (Phase I and II ESAs), comprehensive site characterization, and remediation planning and design. Additionally, she has experience performing and managing industrial hygiene services (noise monitoring, asbestos, indoor air quality), and regulatory compliance (storm water, permitting, environmental compliance, SPCC plans). She has local project experience providing these services on a wide variety of sites for clients including public agencies, local governments, utilities and private industry. Her responsibilities include managing projects and project budgets, managing client and client relationships, overseeing project staff, mentor junior staff, lead and guide proposal efforts, and assist with or lead report preparation and other project documents. She is an effective communicator and coordinator with teammates and clients, and is knowledgeable in laws, rules, and regulations.



PROJECT EXPERIENCE

Arizona State Land Department, 2,355 Acres, Prescott Valley, AZ: Senior Project Geologist during a Phase I Environmental Site Assessment (ESA) for 2,355 acres of Arizona State Land Department (ASLD) property to support commercial real estate transactions.

City of Sedona, 200-Acre Site at SR89A and Forest Road 89B, AZ: Senior Project Geologist during a Phase I ESA and limited soil sampling for a 200-acre property near State Route 89A and Forest Road 89B. The project aims to evaluate potential environmental impacts associated with over 20 years of irrigation using Class A+ effluent water.

Bureau of Indian Affairs, Grand Canyon Caverns Campground, Peach Springs, AZ: Senior Project Geologist during a Phase I ESA for to support the Tribe and BIA in addressing recognized environmental conditions (RECs) identified in prior documentation and to ensure full compliance with ASTM Standard Practice E1527-21 and the U.S. EPA All Appropriate Inquiry Rule.

City of Mesa, Commercial Retail Facility, AZ: Senior Project Geologist during asbestos inspection services during the demolition of the commercial retail space to ensure compliance with regulatory standards by providing asbestos inspection and limited abatement oversight during the contractor's work.



Christian D. Lewallen,

RG

Senior Geologist



EXPERIENCE

6 Years with Firm

15 Years Total



EDUCATION

B.S., Geology, 2008,
Oregon State University



REGISTRATIONS/ CERTIFICATIONS

RG 67107 (Arizona)

PG 3328 (Washington)

PG 4094 (Wyoming)

AHERA Asbestos Building Inspector

AHERA Management Planner

AHERA Project Designer

EPA Lead-Based Paint Risk Assessor

OSHA HAZWOPER 8-Hour Refresher

XRF Analyzer Training

Chris has extensive experience conducting Phase I & II Environmental Site Assessments, air sampling, industrial hygiene evaluations, and UST investigations and removals. He prepares field data, photographic documentation, and quantifies hazardous materials, while also coordinating and scheduling subcontractors for various tasks. Additionally, Chris performs basic calculations, prepares field studies, and contributes to report writing. He is skilled at managing site investigations, ensuring all activities are compliant with environmental regulations and safety standards. Chris also communicates effectively with project stakeholders, ensuring project timelines and budgets are met. His ability to work independently in the field and collaborate with teams makes him a valuable asset on environmental projects.



PROJECT EXPERIENCE

Arizona State Land Department, 2,355 Acres, Prescott Valley, AZ: Project Manager during a Phase I ESA for 2,355 acres of Arizona State Land Department property in Prescott Valley, Arizona.

Northern Arizona Council of Governments, Prescott City Hall, AZ: Project Manager during a Phase I ESA, and asbestos and lead-based paint surveys at Prescott City Hall in Prescott, Arizona. The building is 20,500 square feet and the purpose of our services was to assess the site for sale.

Northern Arizona Council of Governments, Commercial Buildings, Prescott, AZ: Project Manager during a Phase I Environmental Site Assessment, and Regulated Building Material Survey (Asbestos and Lead-Based Paint) at an office building and retail store to assess the site for sale and possible redevelopment.

Northern Arizona Council of Governments, Former Gas Station, Camp Verde, AZ: Project Manager during a Phase I ESA, asbestos containing material (ACM) and lead-based paint (LBP) survey of a former gas station and consisted of a 2,800 square foot convenience store.

ICR Sanitary District, Wastewater Treatment Plant, Lined Pond Soil Investigation, Prescott, AZ: Project Manager during a Limited Soil Investigation for the Inscription Canyon Ranch WWTP property located in Prescott, Arizona. The purpose of our investigation was to sample soil/sediment in one lined wastewater pond area of the site.



A SOCOTEC COMPANY

9551 E. Lorna Lane, Suite D | Prescott Valley, AZ 86314 | p. 928.759.8150

ARIZONA | CALIFORNIA | COLORADO | NEVADA | TEXAS | UTAH



ninyoandmoore.com

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 195
Senior Engineer/Geologist/Environmental Scientist	\$ 175
Senior Project Engineer/Geologist/Environmental Scientist	\$ 165
Project Engineer/Geologist/Environmental Scientist	\$ 150
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 140
Staff Engineer/Geologist/Environmental Scientist	\$ 130
GIS Analyst	\$ 90
Technical Illustrator/CAD Operator	\$ 80

Field Staff

Field Operations Manager	\$ 120
Nondestructive Examination Technician (UT, MT, LP)	\$ 115
Special Inspector (Structural Steel, Welding, Wood, Concrete, Masonry, Epoxy, and Fireproofing)	\$ 110
Senior Technician	\$ 90
Technician	\$ 75

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	\$ 70
Information Specialist	\$ 70
Data Processor	\$ 70

Other Charges

Concrete and Asphalt Coring Equipment (includes technician)	\$ 220/hr
Anchor Load Test Equipment (includes technician)	\$ 220/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Vapor Emission Kit	\$ 75/kit
Same Day Schedule Fee (Calling after 3 pm day before or same day)	\$ 250/ea
Equipment Usage	\$ 15/hr
Field Vehicle Usage	\$ 15/hr
Equipment	\$ 15/hr
Expert Witness Testimony	\$ 500/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, T 89, T90, (Wet Prep add \$30)	\$ 110
California Bearing Ratio (CBR), D 1883	\$ 470
Chloride and Sulfate Content, ARIZ 733, 736	\$ 120
Clay Expansion, FHA Swell	\$ 130
Consolidation, D 2435, T 216-94	\$ 300
Crumb Test Dispersion Test, D 4647	\$ 80
Direct Shear, D 3080, T236, (Remolded add \$100)	\$ 350
Expansion Index, D 4829, UBC 18-2	\$ 140
Expansion Potential (Method A), D 4546	\$ 130
Hydraulic Conductivity, D 5084	\$ 325
Hydrometer Analysis, D 7928, T 88-93	\$ 200
Double Hydrometer Analysis, D 4221, T 88	\$ 400
Lime Determination, pH Method, D 62765	\$ 210
Standard Proctor Density, D 698	\$ 175
Standard Proctor Density Treated Soils, D 698	\$ 200
Modified Proctor Density, D 1557, T 180-93, T 99-94	\$ 240
Miller Box Resistivity	\$ 70
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, T 265	\$ 30
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, T 215	\$ 250
pH and Resistivity, ARIZ 236 c	\$ 110
Pinhole Dispersion Test, D 4647	\$ 250
R-value, D 2844, T 190	\$ 350
Sand Equivalent, D 2419, T 176	\$ 140
Sieve Analysis, D 6913	\$ 90
Sieve Analysis, C-136 (includes 200 wash), D 6913, D 1140	\$ 150
Solubility	\$ 80
Specific Gravity, D 854, T 100-93	\$ 120
Sulfate & Chloride Content	\$ 100
Swell Test, D 4546	\$ 290
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 875
Triaxial Shear, U.U., D 2850 per point	\$ 280
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, C.D, D 4767, T 297 per pt	\$ 425
Unconfined Compression, D 2166, T 208	\$ 185

MASONRY

Brick Absorption, C 67	\$ 70
Brick Compression, C 67	\$ 30
Brick Moisture, C 67	\$ 30
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Moisture Content, C 140	\$ 70
Core Compression	\$ 40
Concrete Block Linear Shrinkage, C 426	\$ 150
Grout Prisms Compressive Strength, C 1019	\$ 40
Masonry Grout, 4x4x8 prism compression, UBC 21-18	\$ 25
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 25
Masonry Prism, half size, compression, UBC 21-17	\$ 120
Mortar Cubes Compressive Strength, C 109	\$ 40

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A-36, A615	\$ 150
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A-370	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 85
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 100
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 90

CONCRETE

Concrete Core Absorption ASTM C 497 Method A	\$ 85
Concrete Core Compressive Strength, C 42, T 24-93	\$ 90
Concrete Coring Minimum Charge	\$ 300
Concrete Laboratory Mix Verification, excluding cylinders	\$ 300
Concrete Mix Design	\$ 2,500
Compression Tests, 4x8 Cylinder, C 39, T 22-92	\$ 25
Compression Tests, 6x12 Cylinder, C 39, T 22-92	\$ 30
Drying Shrinkage, C 157	\$ 300
Flexural Test, C 78	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 220
Lightweight Concrete Fill Compression, C 495	\$ 50
Measurement of Concrete Cores, ASTM C 174	\$ 20
Rapid Chloride Permeability, C 1202	\$ 425
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 270

ASPHALT

Asphalt Mix Design Review	\$ 400
Asphalt Mix Design, 5 points, Tex	\$ 1,900
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	\$ 250
Bulk Density Lab Molded Samples, Tex 207F (per set)	\$ 60
Bulk Specific Gravity per specimen (non-absorptive), D 2726	\$ 60
Bulk Specific Gravity per specimen (coated), D 1188	\$ 60
Compressive Strength of Hot Mix Asphalt, T 167	\$ 300
Extraction, % Asphalt, including Gradation, D 2172, T 164-94 T 30-93, Tex 210F	\$ 250
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 100
Hveem Stability, Tex 208F (per set)	\$ 90
Marshall Stability, Flow and Unit Weight, (set of 3) T 245-94	\$ 230
Marshall Mix Design	\$ 4,000
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	\$ 135
Marshall Unit Weight, (set of 3) T 245-94	\$ 125
Tensile Strength Ratio D 4867, T283	\$ 400
Gyratory Unit Weight	\$ 200
SuperPave Mix Design	\$ 6,000

AGGREGATES

Absorption, Coarse, C 127	\$ 90
Absorption, Fine, C 128	\$ 90
Alkali Reactivity, C 1260	\$ 825
Alkali-Silica Reactivity, C 1567	\$ 825
Clay Lumps and Friable Particles, C 142	\$ 105
Fractured Faces, NDOT, T 2303, ARIZ 212e	\$ 155
Los Angeles Abrasion, C 131 or C 535	\$ 220
Moisture, C 566, T 255-92	\$ 30
Mortar make properties of fine aggregate, C 87	\$ 330
Organic Impurities, C 40	\$ 100
Sand Equivalent, D 2419, T 176	\$ 100
Sieve Analysis, Coarse Aggregate, C 136	\$ 120
Sieve Analysis, Fine Aggregate (included wash), C 136	\$ 120
Sodium Sulfate Soundness (per size fraction), C 88	\$ 350
Specific Gravity, Coarse, C 127	\$ 150
Specific Gravity, Fine, C 128	\$ 150
Unit Weight C 29, T 19	\$ 80

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Civiltec Engineering, Inc., a California corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for electrical and SCADA programming services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Civiltec Engineering 2054 Willow Creek Road Prescott, Arizona 86301 Attn: Ben Townsend

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

CIVILTEC ENGINEERING, INC.,
a California corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING

[Work Authorizations]

See following page(s) (to be attached after execution).



Statement of Qualifications for
Town of Chino Valley
FY 2026 On-Call Professional Services
Category: Electrical & SCADA Programming

Civiltec Engineering, Inc.
9299 W. Olive Avenue, Suite 405
Peoria, AZ 85345
www.civiltec.com

Proposal Contact:
Heber Torres, PE
htorres@civiltec.com
(623) 582-0970

December 30, 2025



December 30, 2025

Town of Chino Valley
Steve Sullivan, PE
Assistant Town Engineer
1950 Voss Drive
Chino Valley, AZ 86323

**RE: Statement of Qualifications for FY 2026 On-Call
Professional Services for Electrical/SCADA Programming**

Dear Mr. Sullivan and the Selection Committee:

The Town of Chino Valley (Town) is a community defined by active engagement, friendly neighborhoods, and a deep pride in local heritage and quality of life. From family-oriented recreation and library programs to seasonal community events and year-round opportunities for residents to connect and give input on local priorities, the Town fosters a sense of belonging and shared purpose among its citizens. As a firm that has worked alongside the Town for more than 17 years, Civiltec has come to appreciate not only the technical aspects of public infrastructure, but also the way these improvements support the daily lives and community traditions of the Town's residents. We value the Town's collaborative culture and the opportunity to contribute solutions that align with both municipal goals and community values.

Civiltec Engineering, Inc. (Civiltec) is grateful for the opportunity to continue our long-standing partnership with the Town. Over the years, we have become deeply familiar with the Town's procedures, expectations, and preferred approaches to project delivery, particularly as they relate to the operation and reliability of municipal facilities. Our team values the collaborative and straightforward way your staff works, and we take pride in providing electrical and control system engineering support that integrates seamlessly into your processes. Whether assisting with electrical power distribution, instrumentation and controls, SCADA system upgrades, or coordination with water and wastewater facility improvements, we approach each assignment with the intention of being a dependable technical resource for Town staff.

Thank you for the continued opportunity to serve the Chino Valley community. We look forward to supporting your staff on future projects and working together to meet the Town's goals.

Sincerely,

Civiltec confirms the receipt of Addendum No. 1
released on December 16, 2025.

Heber Torres, PE | Principal Electrical Engineer
htorres@civiltec.com | (623) 582-0970

Chris Dusza, PE, CFM | Vice President
cdusza@civiltec.com | (623) 582-0970

Office Locations:

Peoria | 9299 W. Olive Ave., STE. 405, Peoria, AZ

Prescott | 2054 N. Willow Creek Rd., Prescott, AZ

Phoenix | 2198 E. Camelback Rd., STE. 205, Phoenix, AZ

HQ | 605 E. Huntington Dr., STE. 206, Monrovia, CA

Fullerton | 1440 N. Harbor Blvd., STE. 650, Fullerton, CA

Upland | 440 N. Mountain Ave., STE. 210, Upland, CA

Primary Point of Contact

Heber Torres, PE

Project Manager

(623) 582-0970

htorres@civiltec.com

www.civiltec.com

26+ On-Call Contracts

39+ Years In Business



A. GENERAL INFORMATION

Civiltec is a multi-discipline firm offering full civil, electrical and structural engineering, and survey consulting services throughout Arizona and California. Since our establishment in 1986 we have specialized in providing civil, water, wastewater, drainage, transportation, electrical/controls and structural engineering, along with construction management, and surveying, with a practical, personalized approach. With a broad range of in-house capabilities and a long-standing focus on public agency work, we are able to provide our services to meet the every day, and long-term needs of the Town.

We maintain offices in Prescott, Peoria, and Phoenix, Arizona, along with three locations in California. Each Arizona office is fully staffed with personnel ready to support capital improvement program (CIP) project efforts throughout the State. From our Prescott office, in particular, we've provided decades of on-call services and engineering expertise to communities throughout Northern and Central Arizona, including Chino Valley, Prescott Valley, Dewey-Humboldt, Camp Verde and other communities throughout Yavapai, Gila, Coconino, Maricopa, and Mohave counties. Civiltec is structured as a privately held "C" corporation with five owners, each of whom play an active role in the management and technical leadership of the firm:



W. David Byrum, PE - President

48 Years in Engineering | 33 Years with Civiltec



Chris Dusza, PE, CFM - Vice President

32 Years in Engineering | 29 Years with Civiltec



David Song, PE - Principal, Principal Engineer

21 Years in Engineering | 19 Years with Civiltec



Shem Hawes, PE - Principal, Principal Engineer

23 Years in Engineering | 18 Years with Civiltec



Andrew Shroads, PE, CFM - Principal, Sr. Project Manager

19 Years in Engineering | 19 Years with Civiltec

We are proud of the long-term relationships we've built with agencies throughout Arizona—some spanning more than three decades—and we look forward to continuing to serve your community with quality and technical excellence.

Principal and Local Offices

Civiltec's principal office is located in Monrovia, California, with multiple Arizona offices supporting this contract, including Prescott, Peoria, and Phoenix. These offices provide local knowledge, rapid response capability, and direct coordination with Arizona-based clients. Civiltec's Prescott office has 11 fulltime Yavapai County residents.

Vendor Identification Information

- Founded: 1986
- Corporate Structure: C-Corporation
- Arizona Board of Technical Registration: Firm No. 26416
- Arizona Corporation Commission: In Good Standing (ACC No. F01008722)
- DUNS No.: 361444610
- CAGE Code: 6P0X3
- Federal Tax ID: 95-4043476
- Principal Office: Monrovia, California

Local Offices Serving This Contract:

- Peoria, AZ – 9299 W. Olive Ave., Ste. 405
- Prescott, AZ – 2054 Willow Creek Road
- Phoenix, AZ – 2198 E. Camelback Road, Ste. 205

Primary Point of Contact: Heber Torres, PE | Project Manager, (623) 582 - 0970 | htorres@civiltec.com

Authorized Signatory: Ben Townsend, PE, (928) 771-2376 | btownsend@civiltec.com

Firm Services

Our long-standing multi-service contracts throughout Arizona demonstrate our reputation for responsive, high-quality work, with successful delivery of water, drainage improvements, utility infrastructure, shared-use paths, roadway realignments, electrical upgrades, plan reviews, and survey and easement services. Consistently on schedule and within budget, Civiltec maintains an 85 percent repeat-client rate based on dependable collaboration and reliable results.





Firm Services

Civiltec provides in-house electrical and SCADA engineering services that directly support municipal water, wastewater, and infrastructure systems. Our electrical team works closely with Civiltec’s civil, water, and construction support staff, allowing seamless coordination across disciplines and faster response for on-call assignments. This integrated approach enables efficient delivery of electrical power, controls, and communications systems for both new facilities and upgrades to existing infrastructure.

In addition to supporting multi-discipline projects, Civiltec’s electrical team has delivered standalone electrical and SCADA designservicesforwaterstoragefacilities,boosterpumpstations,wells,treatmentfacilities,andcriticalinfrastructureupgrades. This experience demonstrates Civiltec’s ability to support routine electrical tasks and complex, time-sensitive assignments while maintaining familiarity with municipal standards, utility coordination requirements, and operational constraints.



Electrical Design and SCADA

Civiltec understands that safe, reliable electric power and control systems are essential to Chino Valley’s public facilities and infrastructure. We are prepared to provide on-call design and inspection services for electric power supply, control systems, and equipment specifications, along with electrical evaluation, troubleshooting, and the design of local SCADA systems.

Services and Capabilities for Electrical Design and SCADA

- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Control System Networks• Emergency and Standby Power• Grounding• Lift Stations• Lighting Systems• Lightning Protection• Arc Flash Analysis | <ul style="list-style-type: none">• Plan Reviews• Pump Stations• SCADA and Instrumentation Systems• Solar and Renewable Energy• Substation and Grid Interconnects• Wastewater Treatment Plants/ | <ul style="list-style-type: none">Facilities• Water Treatment Plants/Facilities• Wireless Network Analysis and Design• Construction Management, and Observation |
|--|--|--|

Terminations / Claims

Civiltec has no contract terminations and no litigation in the past five years.



Relevant Project Experience

This table is intended to demonstrate Civiltec's familiarity with the types of electrical and SCADA projects the Town is advancing and our ability to support these initiatives through on-call services.

Chino Valley Capital Priority	Current Town Initiatives (2025-2026)	How Civiltec Adds Value
Water Reclamation Facility	Facility improvements to address nitrate compliance and expand capacity	Electrical system upgrades, control system design, coordination with treatment processes
Wells and Water Supply	New well design and equipping, WIFA-funded improvements	Power distribution, MCCs, instrumentation, SCADA design
PFAS Treatment Facilities	Bright Star well PFAS treatment and transition to Town O&M	Electrical design for treatment systems, control system design, operations support
PFAS Treatment	Bright Star well PFAS treatment and long-term O&M transition	Treatment integration, operations planning, compliance support
Fill Station Improvements	Electrical and control upgrades supporting operational efficiency	Power upgrades, controls, metering, and system reliability
Facility Upgrades	Ongoing improvements to Town-owned utility facilities	Electrical modernization, safety upgrades, code compliance

Our success in developing strong relationships with our clients is a result of our emphasis on client service and complete satisfaction. We are prepared to provide any engineering services you need or be on standby until you need us. Following is our select project experience, feel free to contact any of the references to verify our dedication to innovative, cost-effective solutions on every project.

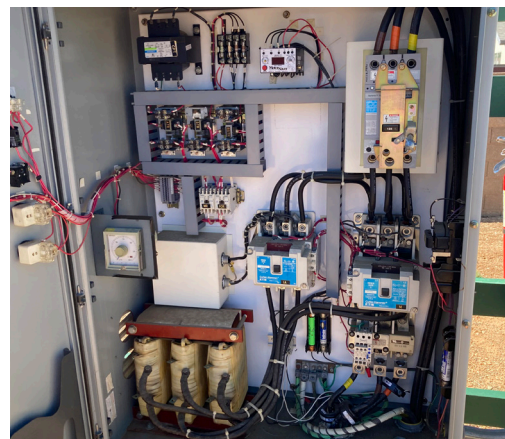
Huggins Well Improvements | Town of Prescott Valley

a. Name of organization/company: Town of Prescott Valley

b. Contact name, address, phone, and email: Randy Perham, PE, CFM, (now with Prescott) 928.777.1130, randy.perham@prescott-az.gov

c. Type of services provided: Additional improvements to the Huggins Well design included upgrades to the utility service meter section and the design of a monitor-only programmable logic controller (PLC) control panel. The electrical scope also included a 900MHz radio and Yagi antenna mounted on a 12-foot mast to support remote monitoring. The electrical design incorporated provisions for future monitor and control functionality through the PLC control panel, along with accommodations for the future installation of a variable frequency drive (VFD) to control the well pump motor and automatic system and waste valves.

d. Dates of contract initiation and expiration: 4/3/2023 - 6/30/2023





Little Pete Well Generator | Town of Prescott Valley

a. Name of organization/company: Town of Prescott Valley

b. Contact name, address, phone, and email: Neil Wadsworth, PE, Utilities Director, 928.759.3078, nwadsworth@prescottvalley-az.gov

c. Type of services provided: Civiltec collaborated with Prescott Valley to enhance the Little Pete Well site through the Little Pete Well generator improvements project. Originally scoped to include vital generator and power center enhancements, the project evolved to accommodate additional electrical design services necessitated by site requirements. These changes were driven by the need to ensure compatibility with future site improvements, including PFAS treatment systems.

Key elements of the updated project included replacing the existing 15kVA mini power center, which lacked the capacity for new loads such as the generator coolant heater, and specifying a 100% rated breaker for the 800A service. The project also addressed the installation of new control conduits, requiring innovative solutions to integrate these components into the existing infrastructure while preserving system reliability and functionality.

d. Dates of contract initiation and expiration: 12/17/2018 - 5/21/2020

Prescott Campus Electrical Upgrades | Yavapai College

a. Name of organization/company: Yavapai College

b. Contact name, address, phone, and email: Tim Hunt, Plant and Process Engineer, 928.776.2283 | tim.hunt@yc.edu

c. Type of services provided: Civiltec provided comprehensive electrical engineering services to support critical infrastructure upgrades at Yavapai College's Prescott Campus. Our team was responsible for the design and specification of replacement electrical systems for Buildings 5, 6, and 7, including the main 1200A distribution switchboard and associated panels and transformers. The scope included field coordination, development of single line diagrams, preparation of technical specifications, and detailed electrical calculations. Our deliverables culminated in sealed construction-ready plans to support efficient implementation through the ADOA On-call Electrical Engineering Service contract.

d. Dates of contract initiation and expiration: 4/23/2025 - 06/30/2025





Coolidge Water Tank Design-Build | Arizona Water Company (AWC)

a. Name of organization/company: AWC

b. Contact name, address, phone, and email: Richard Hacker, PE | Director of Engineering, 602.240.6860, rhacker@azwater.com

c. Type of services provided:

Civiltec provided design and permitting services for a new 200,000-gallon welded steel water storage tank, expanding operational capacity at Arizona Water Company's Coolidge Airport Water Facility. In addition to civil and site improvements, the project featured significant electrical and instrumentation upgrades, including: pressure-type level transmitter for real-time water level monitoring, a tank selector switch to alternate operation between the new and existing tanks, grounding system with multiple ground rods for electrical safety, and an impressed current cathodic protection system to enhance tank longevity.

The tank design complied with ANSI/AWWA D100 standards and included new inlet/discharge piping and overflow protection with a Tideflex Duckbill Valve. Civiltec also coordinated grading, drainage, and stormwater improvements, ensuring reliable long-term performance.

d. Dates of contract initiation and expiration: 8/23/2022 - 6/30/2023

Site 158 Booster Pump Station Chemical Pump Electrical and Controls Design | City of Scottsdale

a. Name of organization/company: City of Scottsdale

b. Contact name, address, phone, and email: Fariya Sharif, PE, Assistant Project Manager, 602.522.7700 | Fariya.Sharif@HDRinc.com

c. Type of services provided: As a subconsultant, Heber Torres led the electrical design services as part of retrofit upgrades to the Site 158 chlorination system. The project reused existing conduits and panels to optimize costs while enhancing functionality.

Scope highlights included new duplex sodium hypochlorite transfer and metering pump control panels (CP-131 and CP-132), powered via existing 120V and 480V systems. Both panels were integrated with the site PLC, enabling advanced I/O features such as run/auto/fault status, speed control, alarms, and flow monitoring. Safety enhancements included leak detection sensors and a discharge header flow switch for real-time system protection.

These upgrades improved operational efficiency, safety, and long-term system reliability.

d. Dates of contract initiation and expiration: 1/9/2023 - 9/5/2023





References

Civiltec is providing three recent references who can speak directly to the quality of our work, our responsiveness, and our commitment to project success. Each represents a long-standing client relationship, and the Town is welcome to contact them to learn more about our performance and approach.

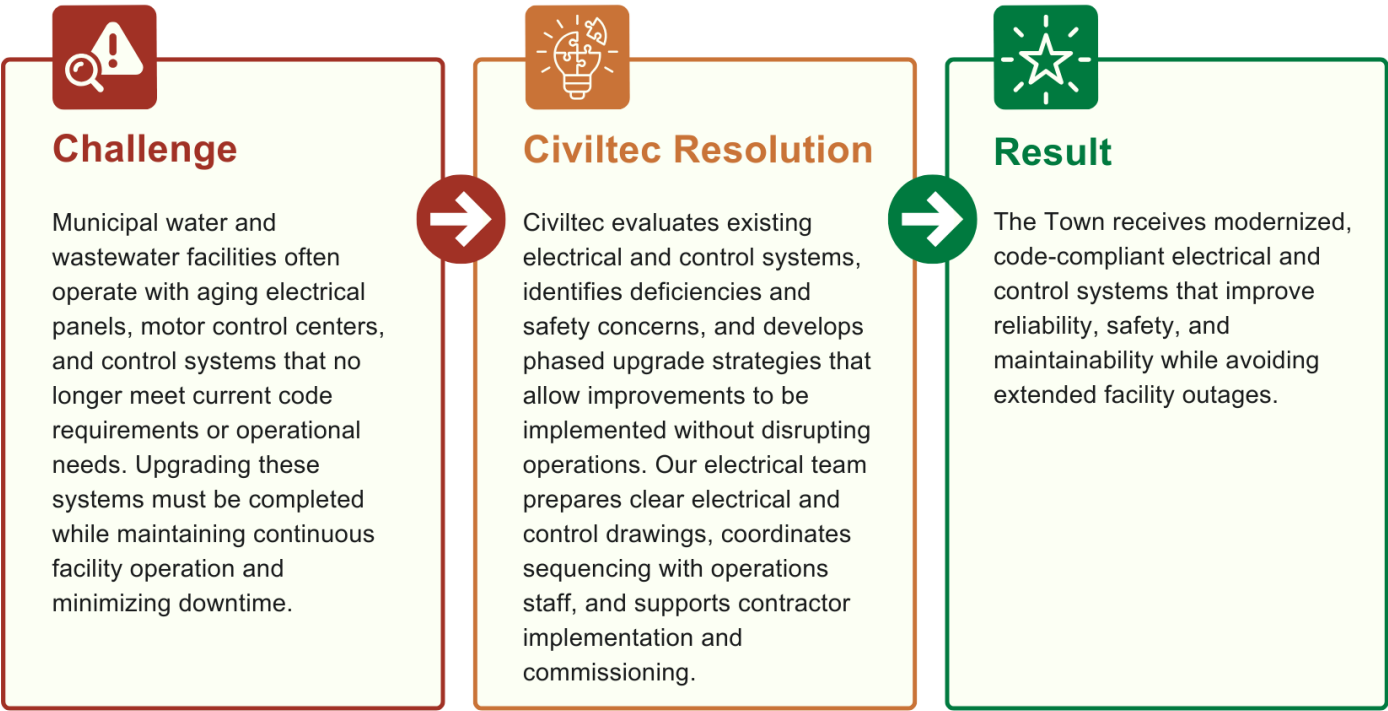
Reference #1	Reference #2	Reference #3
Arizona Water Company (AWC) Richard Hacker, PE, Director of Engineering 602.240.6860 rhacker@azwater.com	Yavapai College Tim Hunt Plant and Process Engineer 928.776.2283 tim.hunt@YC.edu	Town of Prescott Valley Neil Wadsworth, PE Utilities Director 928.759.3078 nwadsworth@prescottvalley-az.gov

Challenges & Resolutions

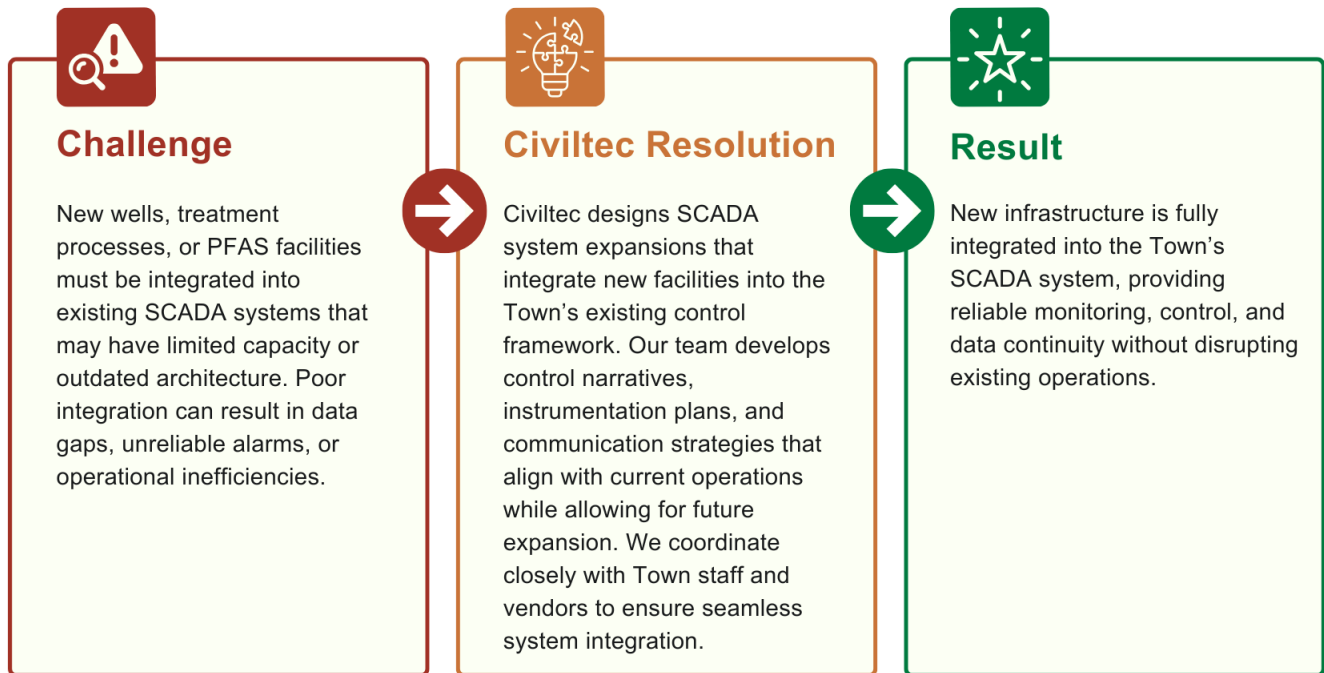
Electrical and SCADA projects often involve tight coordination with operations staff, limited shutdown windows, and evolving regulatory requirements. Civiltec addresses these challenges through a structured approach that includes early coordination with Town staff, clear sequencing of work, and proactive identification of operational constraints.

Our team serves as a technical advisor by evaluating existing systems, identifying potential vulnerabilities, and recommending practical upgrades that improve reliability and maintainability. By coordinating through video conferences and regular check-ins, Civiltec supports efficient decision-making and minimizes disruption to ongoing operations. In the next couple of pages are three examples of representative electrical project resolutions to show how Civiltec has clear problem-solving strategies.

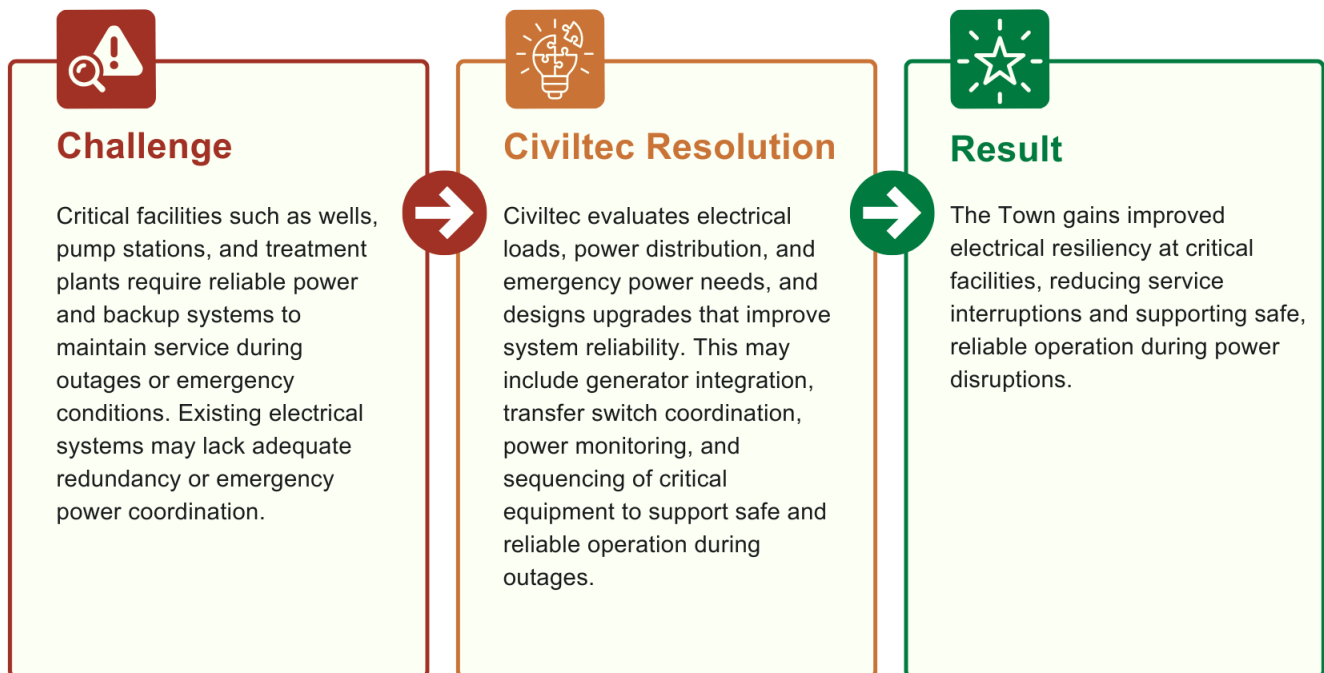
Resolution 1: Aging Electrical and Control Systems at Active Facilities



Resolution 2: Integration of New Treatment or Well Infrastructure into Existing SCADA Systems



Resolution 3: Electrical Reliability and Power Redundancy for Critical Facilities





Approach to Multiple Simultaneous On-Call Tasks

Municipal projects often require clear processes, defined timelines, and efficient coordination to maintain momentum. Civiltec's experience working with the Town has demonstrated the value of a structured approach that includes early scoping, a clear timeline, and a designated Project Manager as a single point of contact. Serving as a technical advisor, Civiltec proactively identifies issues, evaluates alternatives, and presents practical solutions rather than waiting for direction at each step. Our team routinely coordinates through video conferences to support timely discussions and quick resolution of technical questions. Through organized project management, predictable communication, and solution-driven support, Civiltec helps reduce administrative burden on Town staff and ensures consistent progress across on-call assignments.



C. STAFF EXPERIENCE, CAPABILITIES, AND ASSIGNMENTS

Overview of Civiltec's On-Call Experience in Arizona

All Civiltec staff proposed for this on-call are available for immediate assignment and bring significant expertise with civil engineering projects typical of Arizona communities like Chino Valley. With six offices and flexible staff availability (20–40% average), we can provide responsive support across all phases of the Town's on-call projects. The following pages demonstrate our team's qualifications specific to this work. Team resumes are attached in the Appendix.



Heber Torres, PE | Electrical Project Manager

Registration: Professional Electrical Engineer AZ #49856
IEEE Membership # 93390290
Education: B.S., Electrical Engineering, University of Texas
Base Office: Peoria

Heber has 22+ years (3+ with Civiltec) of electrical and instrumentation design and project management experience in the water/ wastewater industry. He is skilled in the development of electrical design plans and specifications, control panel fabrication drawing design, analysis, and design of wireless communication systems, providing arc flash and coordination studies, lighting/ photometric plans, as well as electrical safety procedures per NFPA 70E requirements. Heber has worked on 13 projects in Yavapai County.

RELEVANT EXPERIENCE

- **Well #1 Replacement Electrical Design**, *Inscription Canyon Water Company*
- **Monks Well, Higgins Well, & Little Pete Well Generator**, *Town of Prescott Valley*
- **Golightly Well No. 12 & Overfield Road Water Facility Design**, *Arizona Water Company*
- **Prescott Pines Camp Electrical Upgrades & Verde Valley Campus RV Parking**, *Yavapai College*



Chris Dusza, PE, CFM | Principal in Charge / QA/QC Manager

Registration: Professional Civil Engineer Arizona #35885
CFM #US 05-0145
Education: B.S. Watershed Sciences, Colorado State University, 1992
Base Office: Peoria

Chris has over 32 years of engineering experience, including 29 years with Civiltec, with extensive work throughout Northern Arizona. His expertise includes drainage and hydrology, water system design and hydraulic analysis, floodplain delineation, drainage studies, and roadway engineering. He manages staff across Arizona, oversees budgets and schedules, and leads coordination between project teams and stakeholders. Known statewide for his practical approach to complex drainage challenges, Chris has served as project manager or principal on 1,835 Civiltec projects, and has partnered with the Town on more than 50 projects.

RELEVANT EXPERIENCE

- **Peavine Trail 18-Inch Waterline Improvements**, *Town of Chino Valley*
- **Sports Complex Water Line Civil Engineering Services**, *Town of Camp Verde*
- **Chino Valley Area Drainage Master Plan and Old Home Manor Infrastructure Design**, *Town of Chino Valley*
- **Overfield Road Water Facility Design**, *Arizona Water Company*



Bruce Mayhook | Electrical Design & SCADA Support

Education: A.S., Electrical Construction, Maintenance, Instrumentation and Controls, Suny Delhi
Base Office: Phoenix

Bruce brings over 40 years of electrical industry experience, including 20+ years in the water, wastewater, and manufacturing sectors. Now with Civiltec, he specializes in engineering and construction project management, with a strong focus on SCADA system upgrades—having led testing for more than 100 PLC/RIO upgrades and radio installations. His background includes managing over 30 project startups and commissioning efforts, performing more than 250 building surveys for arc flash analysis, and providing expert design review and electrical troubleshooting. Bruce has worked on 7 projects in Yavapai County.

RELEVANT EXPERIENCE

- **Fairgrounds 2 Well Site Development**, *Town of Prescott Valley*
- **Higgins Well Improvements**, *Town of Prescott Valley*
- **Little Pepe Well Generator**, *Town of Prescott Valley*
- **Prescott Campuses As-Builts**, *Yavapai College*
- **Well 1 Replacement Electrical Design**, *Inscription Canyon Water Company*



Andrew Shroads, PE, CFM | Utility/Permitting Coordination

Registration: Professional Civil Engineer AZ #58518
CFM #US 13-07037
Education: M.S. Civil Engineering, University of Arizona
B.S. Civil Engineering, University of Arizona
Base Office: Phoenix

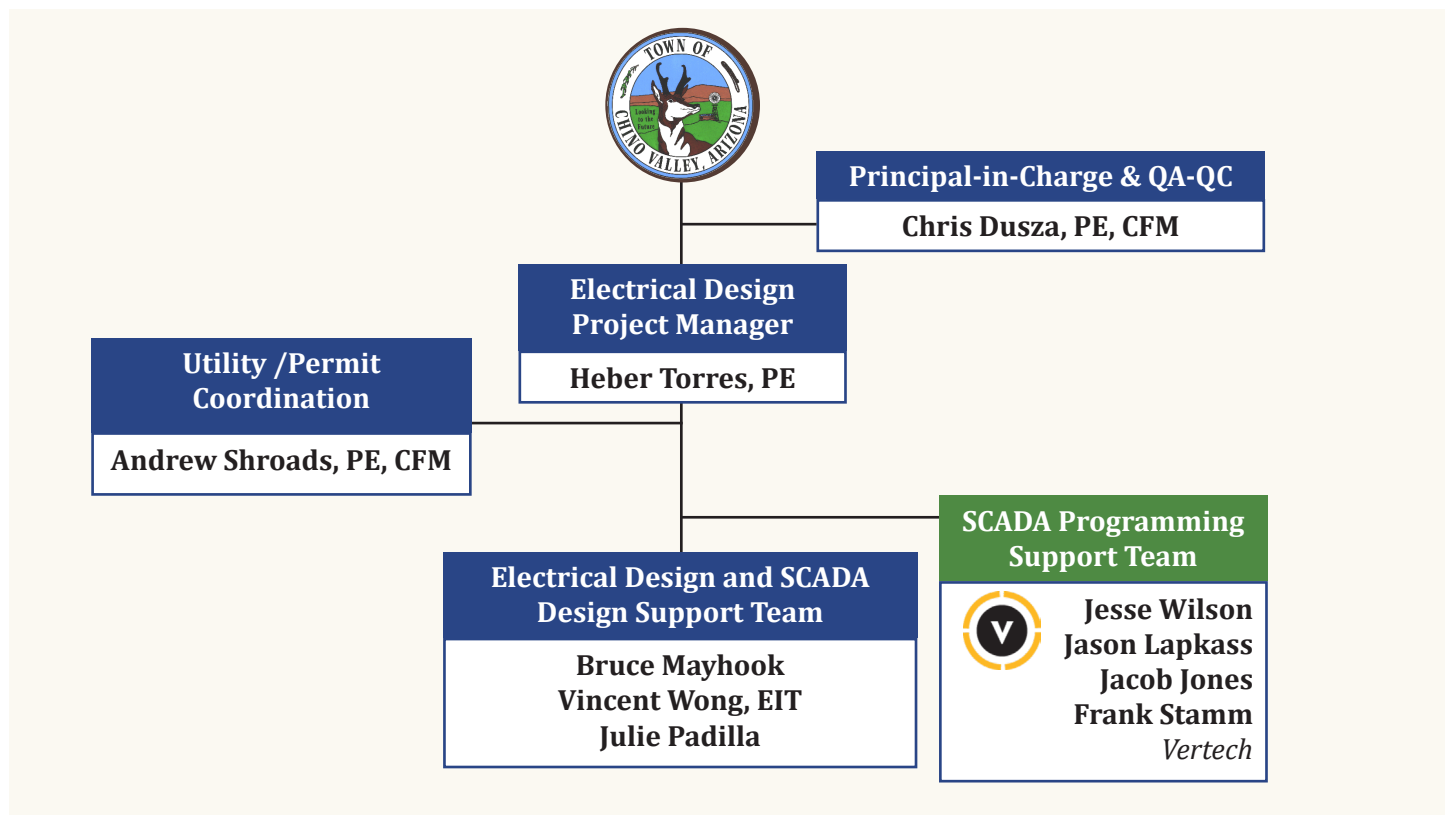
Andrew has over 19 years of civil engineering experience with Civiltec, specializing in utility coordination, GIS processing, and hydrologic and hydraulic modeling for water, sewer, and drainage systems. His experience also includes preparing construction bid packages and providing survey support, plan reviews, and QA/QC. Andrew has worked on 156 projects within Yavapai County, including 16 projects for the Town.

RELEVANT EXPERIENCE

- **Road 2 North Water Fill Station Grading and Drainage Improvements**, *Town of Chino Valley*
- **Waterline and Well Design and Permitting**, *Abra Water Company*
- **Overfield Road Water Facility Design**, *Arizona Water Company*
- **IWMP and CIP projects**, *Town of Chino Valley*

Organizational Chart

All staff proposed for this contract are available for assignment and have direct experience with fast-paced, on-call electrical and SCADA projects for municipalities like the Town. Civiltec's team regularly provides design and inspection services for electric power supply, control systems, equipment specifications, as well as electrical evaluation, troubleshooting, and testing. We also provide SCADA and telemetry system design. With 58 employees across six offices and flexible staffing capacity (averaging 20–40% availability), Civiltec can ensure reliable support for the Town's electrical and SCADA system needs. Our experienced subconsultant partner, **Vertech** will also support Civiltec, and the Town with emergency call-out services, as well as the programming of local SCADA systems, including PLC programming, telemetry, SCADA security planning, auditing, testing, and system implementation.



Quality Assurance Methods and Quality Control Measures

Civiltec follows a simple four-part philosophy to promote the timely and effective completion of all projects; **(1) we do our homework, (2) we listen, (3) we commit the best technical and personnel resources at our disposal, and (4) we communicate.** This philosophy minimizes the need for amendments to contracts and/or change orders. The process starts with development of the project understanding and continues with informative communication throughout the project. Only with a complete understanding of your goals, the project requirements, potential utility conflicts and stakeholder/ other agency requirements and concerns can we prepare what we believe will be the most efficient, economical and practical work plan. We then design an approach with the best available technical expertise and resources to satisfy all the goals and bring the project to a timely and successful completion.

you the extra costs associated with conflicts during construction.



Heber will be responsible for the oversight, management and implementation of the QA/QC process. All documents, including but not limited to, reports, drawings, sketches, specifications, technical provisions, calculations, etc., are subject to internal QA/QC. Design inputs, such as applicable municipal, county, state and Federal codes and standards, contract documents and other applicable quality and technical requirements are reviewed for applicability and incorporated, as needed.

The QA/QC manager works with the project manager to review documents for conformance with applicable standards, accuracy, and completeness. Reviews are documented with initials and dates for the project manager to review and resolve prior to each submittal.

All deliverables follow internal checklists for:

- ✓ Technical accuracy
- ✓ Regulatory compliance
- ✓ Constructability
- ✓ Cost alignment

The work plan, possible challenges identified (based on our vast experience), and our strategies to mitigate those challenges will be discussed in detail with you at the beginning of the project. This helps to minimize any surprises and allows the project team to respond quickly and decisively to find sound, cost-effective solutions to any challenges. Our experience to this type of focused and deliberate upfront effort allows the team the opportunity to mitigate potential problems and/or conflicts; saving

Civiltec's Subconsultant Partners

Civiltec's in-house electrical engineering capabilities cover the primary services anticipated for the Town's on-call electrical and SCADA needs, including power distribution design for water and wastewater facilities, motor control centers and panel design, instrumentation and control systems, SCADA integration, electrical code compliance, and construction support. This integrated structure allows Civiltec to streamline coordination between electrical, control, and facility operations, maintain consistency across design documents, and reduce review turnaround times, supporting efficient project delivery and adherence to the Town's schedules.

Civiltec understands that certain assignments may require specialized services beyond our in-house expertise, such as proprietary SCADA platforms, advanced PLC programming, or system security assessments. When

those needs arise, Civiltec will coordinate closely with the Town's selected subconsultant partners to ensure seamless integration and clear communication. In addition, Civiltec maintains an established teaming relationship with Vertech, an experienced controls and SCADA firm that can support Civiltec and the Town as needed. Vertech provides emergency call-out services and specialized support for local SCADA systems, including PLC programming, telemetry, SCADA security planning, auditing, testing, and system implementation.

This flexible approach allows the Town to retain control over consultant selection while benefiting from Civiltec's experience coordinating effective, trusted electrical and SCADA project teams and ensuring reliable support when specialized expertise is required.



D. PROJECT UNDERSTANDING AND APPROACH

The Town's on-call electrical and SCADA program supports a wide range of services essential to the safe and reliable operation of municipal facilities, including electrical power distribution, instrumentation and controls, SCADA system integration, and electrical support for water, wastewater, and other Town-owned infrastructure. Recent Town Council and advisory committee discussions reflect a continued focus on advancing water and wastewater compliance projects, improving facility reliability, integrating new treatment processes, and delivering capital improvements in a cost-conscious and well-coordinated manner.

Civiltec understands that the Town's on-call electrical engineer must be able to respond quickly, provide sound technical judgment, and integrate seamlessly into established Town procedures. This role requires not only design expertise, but also the ability to support planning efforts, assist with alternatives analysis, coordinate with regulatory agencies, and provide clear technical information that supports informed decision-making by Town leadership.

Having served as a trusted engineering partner and technical advisor to the Town for more than 17 years, Civiltec is familiar with the Town's standards, workflows, review processes, and expectations. This familiarity allows our team to provide immediate, effective support across multiple task orders while maintaining consistency, quality, and responsiveness.

Method Approach to On-Call Task Orders

Civiltec's on-call approach is built around early understanding, clear communication, and disciplined project management. Each task order begins with a focused discussion with Town staff to confirm objectives, scope, schedule expectations, and funding considerations. From there, we tailor our level of effort to match the size and urgency of the assignment while maintaining consistent quality control and accountability.

Our approach emphasizes:

- Early identification of constraints and risks
- Practical, cost-conscious engineering solutions
- Clear documentation and predictable delivery
- Close coordination with Town staff and partner agencies

This flexible structure allows Civiltec to support both small, fast-turn requests and larger, multi-phase capital projects under the same on-call contract.

A. PLANNING

Each task begins with a review of existing electrical drawings, control narratives, SCADA architecture, and available system documentation. Civiltec works with Town staff to confirm operational goals, identify constraints, and determine appropriate levels of redundancy and future expandability.

When appropriate, we evaluate alternative approaches for system upgrades, control strategies, or phasing to support cost-effective implementation.

B. COST ESTIMATING AND COST CONTROL

We have an excellent track record of producing complete, quality, and timely projects plans, specifications and cost estimates and construction documents because we realize that time is money. Project budgets are determined using man-hour breakdowns by staff members for each task. Based on these estimates and staff readiness, project schedules are developed and maintained through the overall project schedules. Schedules are used with our clients and our staff, so all expectations and budgets are met.

C. SCHEDULING

Civiltec uses Microsoft Project for internal schedule development and monitoring to ensure alignment between technical tasks and overall project goals. For each task order, we prepare a clear mini schedule that outlines key milestones, anticipated review periods, and critical path items such as permitting, utility coordination, and required materials testing.

This approach allows Town staff to understand project timelines early and supports informed decision-making as projects progress. For time-sensitive assignments, Civiltec can support accelerated schedules through phased deliverables and prioritized internal reviews.

D. PROJECT MANAGEMENT AND TEAM ORGANIZATION

Heber Torres, PE will serve as the Electrical Project Manager and will oversee day-to-day communication with Town staff, coordinate electrical and control system resources, and manage progress for all electrical and SCADA assignments. Heber will coordinate electrical efforts on tasks that coincide with civil and infrastructure improvements under this on-call contract. Chris Dusza, PE, CFM will provide coordination oversight and QA and QC review to confirm compliance with Town standards, regulatory requirements, and project objectives.





Civiltec's on-call structure is designed to support efficient coordination and clear accountability. Each task order is managed through a single point of contact who is responsible for tracking scope, schedule, and deliverables, coordinating discipline leads, and anticipating upcoming needs. This approach streamlines communication and allows Town staff to rely on timely technical guidance without unnecessary back-and-forth.

Technical leads from each discipline are engaged as needed based on the specific task order. Rather than waiting for direction at each step, Civiltec proactively identifies potential issues, evaluates alternatives, and presents clear, actionable recommendations to support efficient decision-making. This structure allows Town staff to remain focused on priorities while maintaining confidence that projects are progressing in a controlled and predictable manner.

E. COMMUNICATIONS

Clear, predictable communication is central to Civiltec's service model. Based on the Town's preference, our team will provide weekly or biweekly progress updates summarizing completed work, upcoming activities, and any items requiring Town input. We maintain email and phone responsiveness within 24 hours and notify Town staff promptly if any constraints, risks, or design issues arise that could affect schedule, budget, or scope.

Civiltec is accustomed to coordinating through virtual meetings and video conferencing, which allows for efficient discussions and timely resolution of technical questions while minimizing scheduling and administrative impacts on Town staff. Each task order is supported by a clear point of contact and structured communication approach that helps streamline coordination and maintain project momentum.

Civiltec also understands the importance the Town places on community awareness and input when planning and delivering infrastructure improvements. Recent outreach efforts, including the Community Budget Priorities survey, reflect the Town's commitment to understanding resident perspectives on needs such as water and sewer system expansion and maintenance, and long-term water source and aquifer protection. Civiltec recognizes these priorities and approaches each assignment with an understanding that technical solutions should support the concerns identified by Town leadership and the community.

As the on-call engineer, Civiltec serves as a proactive technical advisor by identifying issues early, evaluating alternatives, and clearly recommending paths forward. Rather than waiting for direction at each step, our team provides practical solutions supported by clear rationale to help Town staff make informed decisions.

When requested, Civiltec also supports Town staff with Council and commission presentations, public meeting participation, and preparation of technical exhibits and summaries that communicate project purpose, benefits, and anticipated impacts in clear, accessible terms.

Through consistent communication, thoughtful coordination, and quality engineering, Civiltec supports efficient project delivery while reinforcing transparency and trust with Town leadership and residents.

F. ANTICIPATED TOWN INVOLVEMENT

Civiltec anticipates close and active involvement with Town staff throughout each task order and approaches each assignment as an extension of the Town's engineering team. Our role is to support staff with technical expertise, clear recommendations, and dependable follow-through while respecting established workflows and decision-making processes.

Each task begins with a kick-off or scoping discussion to confirm objectives, priorities, schedule expectations, and desired level of Town involvement. Civiltec works collaboratively with staff during planning, design development, and review phases to ensure that technical decisions align with operational needs, funding constraints, and policy direction. We anticipate Town participation in reviewing key milestones and providing input at critical decision points so projects remain aligned with expectations.

Civiltec also coordinates closely with Town staff on permitting, interagency communication, and documentation. Available record drawings, models, and GIS data provided by the Town are incorporated early to improve accuracy and efficiency. Throughout the process, our team remains accessible to answer questions, provide technical clarification, and adjust direction as needed.

This hands-on, integrated approach allows Civiltec to function as a reliable extension of Town staff while maintaining accountability for schedule, quality, and deliverables. Our goal is to reduce staff workload, streamline project delivery, and provide consistent technical support across all on-call assignments. **Through this approach, the Town can rely on a familiar, responsive team that provides continuity and dependable support from task initiation through completion.**



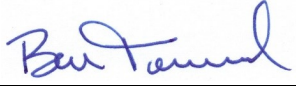
Appendix A

- Vendor Information Form



PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

				Vendor's Contact	
Civiltec Engineering, Inc.				Ben Townsend, PE	
Vendor Submitting SOQ				Name	
ACC No. F01008722				Principal Engineer	
Arizona Corporation Commission File No.				Title	
95-4043476				(928) 771 - 2376	
Federal Tax ID No.				Phone	
2054 Willow Creek Road				N/A	
Address				Fax	
Prescott	AZ	86301		btownsend@civiltec.com	
City	State	Zip		Email	
www.civiltec.com					
Website				Authorized Signature	

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.

Appendix B

- Key Team Resumes and
Certifications





HEBER TORRES, PE

ELECTRICAL PROJECT MANAGER

PROFESSIONAL REGISTRATION

Professional Electrical Engineer
Arizona No. 49856
California No. 19970
Texas No. 131475
Nevada No. 025048
IEEE Membership No. 93390290

CERTIFICATIONS

NFPA 70E Electrical Safety in the
Workplace Low Voltage Trainer
ETAP Certified
UL508A Industrial Control Panel
Trainer

EDUCATION

B.S. Electrical Engineering, University
of Texas, 2000

EXPERTISE

- ☐ Civil Engineering
- ☐ Drainage Engineering
- ☒ Electrical Engineering
- ☐ Transportation Engineering
- ☐ Wastewater Engineering
- ☐ Water Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Torres has 22+ years (3+ with Civiltec) of extensive electrical and instrumentation design and project management experience in the water/wastewater industry. His skillset is predominately within the development of electrical design plans and specifications, control panel fabrication drawing design, analysis, and design of wireless communication systems, providing arc flash and coordination studies, lighting/photometric plans, as well as electrical safety procedures per National Fire Protection Association (NFPA) 70E requirements. Mr. Torres is a methodical, budget conscious, and knowledgeable engineer and has worked on electrical design, arc flash analysis, and various other projects throughout Arizona, California, Nevada, and Texas.

PROJECT EXPERIENCE

Monte Vista Water Facility, Arizona Water Company

Electrical Engineer. To better service the expansion of the White Tanks Service Area, Phase 1 improvements included a vertical 1-750 gpm duty booster pump station, a welded steel water storage tank with a minimum usable capacity of 430,000 gallons, electrical and controls facilities, a perimeter wall and fence, grading and drainage, and landscaping. Ultimately the decision was made to break the project into two phases. The second involved design construction and permitting tasks.

Well 34 Nitrate Treatment Plant, Monte Vista Water District

Electrical Engineer. Provided civil, electrical, and mechanical engineering services for the installation of a treatment system and process flow diagram at the Plant 34 Wellhead on Palo Verde Street in Montclair, California. Services included project management and project inspection for nitrate and 1,2,3- Trichloropropane (TCP) treatment. Deliverables included documents necessary to submit to California State Division of Drinking Water (DDW) for drinking water permit application, documents for site civil work (including equipment mounting pad and interconnect piping with seismic calculations), documents for brine line design with connection details and elevation drawings, documents for electrical connections and required upgrades to the existing equipment, and development of additional human machine interface (HMI) screens for use with local programmable logic control (PLC) and communication back to Plant 1.

Well 14 Rehabilitation, City of Corona

Senior Electrical Designer. Project was for plans, specifications, and estimate package, and construction support services for rehabilitating and re-equipping Well 14. Electrical improvements included replacement of across-the-line starter with variable frequency drive with solid-state bypass, new motor (less than 150 hp), 400-amp service, and a standard concrete pad for the variable frequency drive enclosure.

Huggins Well Improvements and Generator, Prescott Valley

Electrical Lead. Additional improvements to the design of the Huggins well included upgrades to the utility service meter section and design of a monitor-only programmable logic controller (PLC) control panel. The PLC control panel includes a 900MHz radio and Yagi antenna mounted on a 12-foot mast. The electrical design will include provisions for future monitor and control functionality with the PLC control panel and provisions for future installation of a variable frequency drive (VFD) to control the well pump motor and automatic system/waste valves.

Crownhaven Well Replacement and PFAS Treatment, California American Water

Electrical Engineer. Identified design criteria for a PFAS IX removal system, estimated the well's hydraulic system curve with the integration of the PFAS treatment system and support equipment, evaluated pump replacement requirements to increase well capacity to 1,800 gpm, evaluated the feasibility of integrating a PFAS treatment system at the well site, determined upsizing requirements of the disinfection system to meet the increased well flow capacity, determined the required modifications to the electrical system, and provided layouts of the integration of PFAS removal equipment. Building upon another consultant's design plans, designed the PFAS IX removal system and a well pump to provide 1,800 gpm flow capacity. The project also included design for the discharge to waste pipeline, design to upgrade the mechanical, electrical, and chemical feed systems, abandonment of the existing well, obtaining permits and providing construction administration.

Well Nos. 16, 19 and 25 Condition Evaluation and Engineering, City of Garden Grove

Senior Electrical Designer. Evaluated the casings for Well Nos. 16, 19, and 25 to determine if they could be rehabilitated. Following evaluation, Well 19 was rehabilitated to extend its remaining useful life and accommodate per- and polyfluoroalkyl substances (PFAS) treatment construction. Design services included well drilling, wellhead facility improvements, electrical and hydrogeological design, area recharge/production, emerging contaminant treatment, and regulatory permitting. Rehabilitation included building, mechanical, pump, motor, and electrical improvements, a new pump and motor, piping modifications, utility water supply improvements, electrical control system upgrades, installation of a casing liner/ gravel pack, chemical treatment, swabbing and airlifting, pumping development, production testing, dynamic spinner survey, static spinner survey, and well disinfection (chlorination).

Well and ATF Design, City of Phoenix

Lead Designer. The team provided the electrical, instrumentation and control (E/I&C) design for City of Phoenix well-site arsenic treatment facilities and/or wells. Some of the sites include wells 232, 256, 233, 264, 288, 289, and 290 – 295. Many of the wells required replacement of 480VAC, 3 Phase, 4 Wire, electrical service from the utility to increase capacity to handle all on-site loads. Services provided included design and replacement of all site power distribution equipment, including new Service Entrance Switchgear and Motor Control Center. Additionally, the project included lighting design and solid-state starter controls design for new well pump motors. *(Individual Experience)*

Monks Well Site Development, Prescott Valley

Electrical Lead. Project included specifying the well pump in harmony with MATRIX/Southwest Ground Water Consultants, development of necessary piping for the well connection to the existing waterline from the Fairgrounds Well, providing a chlorination injection system, preparation of a site improvement plan, electrical connections to the generator, review submittals to Prescott Valley, and permitting.



CHRISTOPHER J. DUSZA, PE, CFM

PRINCIPAL-IN-CHARGE

PROFESSIONAL REGISTRATION

Professional Civil Engineer
Arizona No. 35885
Certified Floodplain Manager
National No. US 05-01450

EDUCATION

B.S. Watershed Sciences,
Colorado State University, 1992

PROFESSIONAL AFFILIATIONS

American Council of Engineering
Companies
Arizona Floodplain Management
Association
Association of State Floodplain
Managers

EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☒ Survey
- ☒ Construction Management

SUMMARY

Mr. Dusza is a professional engineer and certified floodplain manager with 32+ years (29+ with Civiltec) of diverse engineering expertise. Mr. Dusza is a well-rounded, practical engineer with expertise in drainage and hydrology, transportation, water and wastewater, and land development projects. His additional experience also includes water and wastewater design reports and hydraulic analysis; infrastructure plans and specifications for new and rehabilitated water and wastewater mains; hydrologic analysis; floodplain delineations and mapping; drainage studies; area drainage master studies; and roadway engineering. Mr. Dusza's typical responsibilities include the supervision of staff throughout Arizona, management of project budgets and schedules, effective utilization of Civiltec's resources, and maintaining lines of communication between Civiltec staff and project stakeholders. Mr. Dusza is well known throughout Arizona for his technical expertise and management of complex processes involving drainage engineering. He is considered a premier leader in solving complex drainage issues.

PROJECT EXPERIENCE

Integrated Water Master Plan and Capital Improvement Projects, Town of Chino Valley

Principal. Oversaw the production of an integrated water resources, water, wastewater, and reclaimed water master plan to ensure any proposed infrastructure suits the Town-wide utility system even with ongoing expansion. This includes a field survey, GIS base map, land use, facility and planning analyses, hydraulic modeling, water, wastewater, and recycled water planning, water resource integration, and CIP development.

Wayfinding Guide Sign System Plan, Town of Chino Valley

Principal. Research, design, and bid-ready documents for 14 vehicular directional signs along SR-89. The project incorporated ADOT standards, Town branding, and community engagement to enhance visibility of key civic and recreational destinations.

Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley

Principal. Prepared an integrated water resources, water, wastewater and reclaimed water master plan and capital improvement plan for the Town of Chino Valley Old Home Manor property developing resource information on the water usage and stability of the current resources to develop recommendations for the best five-year capital improvement plan for resources/infrastructure needs.

Center Street, Road 4S, Peavine Trail Improvements and Conditional Letter of Map Revision, Town of Chino Valley

Principal, Project Manager, Project Engineer. Civiltec was selected by the Town of Chino Valley to provide 30% design of two new, rural roadways (3.3 miles) – Road 4 South from east of outlaw road to Peavine Trail & Peavine Trail from Road 4 South to Center Street. Services included hydrologic and hydraulic calculations for the sizing of 14 new drainage structures. Preservation of existing, historical drainage structures along Peavine Trail. 100% design of Center Street (1.2 miles). Civiltec also provided the design of new 6 barrel 8-foot by 10-foot reinforced concrete box culvert at the Santa Cruz Wash crossing and Conditional Letter of Map Revision / Letter of Map Revision process to update the floodplain and floodway as part of a detailed hydraulic analysis of the wash. A Cadastral survey was provided for the entire project and a detailed topographic survey along Center Street. Civiltec provided utility coordination for the entire project.

Road 2 North Pavement Improvements, Town of Chino Valley

Principal. Road 2 North pavement improvements involved the development of construction plans and special provisions for milling and overlay/chip seal improvements starting on the east side of SR89 and extending east to Road 1 East with an additional extension to Peppertree Place. This project is approximately 3,200 linear feet in total length. The work includes a topographic survey of the existing centerline and edge of pavements and preparation of plan/profile sheets with cross-sections and standard details for the improvements.

Road 4 North Culvert, Town of Chino Valley

Principal & Project Manager. Worked the Town of Chino Valley to deliver construction plans, special provisions, Engineer's opinion of probable construction costs, and a bid schedule for the installation of a new culvert crossing on Road 4 South, west of Santa Cruz Wash. Based on as-built survey data for Road 4 South, the maximum culvert size installed within the right-of-way is a 17" x 13" arch culvert. Civiltec installed two culverts.

Chiricahua and North 1 East Sewer Extension, Town of Chino Valley

Principal. Managed the extension of sewer lines from Picacho Boulevard to E. Road 3 South. Responsibilities included conducting topographic surveys, preparing preliminary and final plan-profile sheets, overseeing the preparation of design memos, cost estimates, and special provisions. Coordinated with town staff and utility providers to ensure compliance with ADEQ/YCDS requirements and maintained the project budget and schedule.

Pipeline Fire Long-Term Flood Mitigation, Coconino County

Principal and Project Manager. In response to the devastating Tunnel and Pipeline Fires of 2022, which scorched over 40,000 acres in Coconino County, Civiltec Engineering has been instrumental in mitigating flooding damage exacerbated by the following monsoon season. Through on-call engineering and surveying support, Civiltec has partnered with Coconino County and Flagstaff personnel to design and implement effective flood mitigation strategies, working closely with elected officials and local communities. Improvements have since totaled \$112 dollars in federal funding. Instrumental in public meetings with stakeholders, staff, federal officials, and the public at large. Other areas of work include:



BRUCE MAYHOOK

ELECTRICAL PROJECT DESIGN AND SCADA SUPPORT

EDUCATION

A.S., Electrical Construction,
Maintenance, Instrumentation and
Controls, Suny Delhi

EXPERTISE

- ☐ Civil Engineering
- ☐ Drainage Engineering
- ☒ Electrical Engineering
- ☐ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Mayhook has 38+ years (recently joined Civiltec) of experience in the electrical industry with 20 plus years in the water, wastewater, and manufacturing sectors. He specializes in engineering project management, construction project management and start-up/commissioning management in the consulting and construction disciplines. Mr. Mayhook's experience includes over 100 PLC/RIO upgrades, change-outs with full testing, over 100 physical radio path surveys with oversight of radio installations, and testing for SCADA system upgrades. He also handled over 30 startups and commissioning of various projects along with data collection of 250 plus buildings and the development of single-line drawings for arc flash analysis. He excels in design review, electrical troubleshooting and problem solving.

PROJECT EXPERIENCE

Overfield Road Water Facility Design, Arizona Water Company

Electrical Engineer. The Overfield Road Water Facility project includes essential electrical upgrades as part of Phase 1, supporting the development of the first well and an arsenic treatment system. This phase will initially operate at 1,100 gallons per minute (GPM) with capacity for future expansion to 6,000 GPM. The electrical buildout integrates infrastructure essential for both the well and arsenic treatment, ensuring scalability and resilience for increased demand.

Lincoln Lift Station Electrical Rehabilitation, Clark County Water Reclamation District

Electrical Engineer. Developed project plan and specifications for electrical design on rehabilitation alternatives for the Lincoln Lift Station in Las Vegas, Nevada. Conducted design submittal workshops, prepared cost estimates, and electrical calculations. Also provided construction and bid services, including responding to bidder questions and requests for information (RFI), preparing addendums, submittal/shop drawing reviews, change order assistance, preparing final record drawings, team coordination, and final job site walkthrough.

Well Field Electrical Improvements, Monrovia

Electrical Engineer. The City of Monrovia's Well Field Electrical Improvements project focuses on upgrading essential electrical and control systems at the Myrtle Well Field and Ridgeside Booster Stations. The scope includes replacing outdated service panels, motor control centers, and pump starters with new VFD and soft-start systems. A standby power generator and ATS are also being installed to enhance system resilience. These upgrades aim to improve operational efficiency and energy savings, ensuring continued reliable water service for Monrovia.

Carbon Canyon Booster Pump Station #3, City of Brea

Electrical Engineer. Prepared final plans, specifications, and estimate (PS&E) package to improve Carbon Canyon Booster Pump Station #3, which pumps water from the 1000 to the 1400 Pressure Zone. Improvements included replacement of the existing pump and pressure relief valve and piping, construction of a new block wall building, new electrical switchgear and motor control center, and a new 175 kW generator. Other design elements included a building to house all existing and new equipment with separate rooms for the electrical panels and the generator, properly sized switchgear footprint that addresses Variable Frequency Drive (VFD) cooling requirements, and incorporation of Brea's programmable logic controller panel hardware requirements. Took over design plans and specifications from another contractor to finalize, stamp and sign in preparation for bidding and construction.

Grand Avenue Well Iron and Manganese Treatment Plant, City of San Jacinto

Electrical Engineer. Developed plans, specifications and estimates (PS&E) to replace and modernize Grand Well Site Potable Water Treatment Plant, increasing its treatment capacity from 2,000 gallons per minute (gpm) to 2,500 gpm and minimum treatment levels of 400ug/L for iron and 400ug/L for manganese. Design included new pumping, piping, instrumentation and electrical systems to convey water to the new treatment plant and backwash supply pump system; improved load capacity for motor control center; structural improvements to support treatment vessels, filter vessels (two tanks conceptualized) backwash water tank (one tank conceptualized), valve trees, piping manifolds, control panels, control panel shade structures, backwash supply pump, wash water rinse recovery pumps and air compressor; electrical power facilities for system operation; below and above grade piping manifolds and supports; paving, grading, and drainage improvements; demolition of outdated facilities; new liquid chemical system (sodium hypochlorite); and a new steel metal building to house the treatment vessels, electrical room, and new bathroom.

Well 17A Emergency Generator, City of Corona

Electrical Engineer. Project was for a preliminary design memorandum, a complete plans, specifications, and estimate (PS&E) package ready for bidding and construction support services for equipping Well 17A and the adjacent ion exchange treatment plant (IXTP) with an emergency diesel generator. Electrical improvements included a new ASCO 7000 Series 600-amp automatic transfer (ATS) switch, a new 400 kW generator and fuel tank, a new 600-amp circuit from the ATS to the new generator consisting of two sets of (3) 350 kcmil copper cables and (1) #1 AWG ground cable in a 3-inch poly-vinyl chloride conduit, additional cables for power to the new generator battery starting system and block heater, and control and instrumentation cables to provide the generator start command, miscellaneous generator alarms, and fuel tank level signals back to the existing SCADA control panel.

Lakemoor Lift Station Electrical and Instrumentation, City of Henderson

Electrical Engineer. Electrical design for the Lakemoor Lift Station in Henderson, Nevada. Design included installation of a new service entrance section with switchgear rated at 480 volts (V), 3-Phase, 600 amps (A); three 100-horsepower (HP) motors operating in a two (2) duty, one (1) standby configuration; installation of a new Nema 12, 480V, 3-Phase, motor control center to house solid-state starters for the lift pump motors, 25 kilovolt-amperes (kVA) single phase transformer, and feed breakers for vendor packaged liquid and gas phase odor control systems; a standby generator and automatic transfer switch. Provided radio path report (paper study) of findings and recommendations for establishing a 4.9 gigahertz (GHz) communication link from Lakemoor Lift Station to the City of Henderson Base Station. Also provided construction support services, including responding to bidder questions and requests for information (RFI), preparing addendums, submittal/shop drawing reviews, preparing final record drawings, team coordination, and final job site walkthrough.

JESSE WILSON – SENIOR CONTROL SYSTEMS INTEGRATOR**Education:**

BSE, Electrical Engineering

Arizona State University, 2006

Technology Experience:*PLC Programming:*

- RSLogix5000
- RSLogix500
- RSLogix5
- Modicon Unity
- Modicon Concept
- Modicon ProWORK NxT
- GE Proficy ME
- Schneider SCADAPack
- Automation Direct DirectSoft 5

HMI Programming:

- Wonderware System Platform
- Wonderware Intouch
- Inductive Automation Ignition
- FactoryTalk View ME
- FactoryTalk View SE
- RSView
- Panelbuilder 32
- Proficy iFix
- Red Lion Crimson
- Vijeo Designer

Certifications:

- Rockwell SI Control Capability
- Rockwell SI Visualization Capability
- Wonderware 2014 R2 for Application Server, Intouch for System Platform, Intouch Standalone, Historian and Historian Client
- Ignition Gold Certified (7.9)
- Siemens Certified Professional for Industrial Networks (Siemens CPIN) WiMAX

Recent Project Experience:**NXP Controls Upgrade for UPW Plant***NXP Chandler Location*

Technical Lead for converting existing five PLC5 controllers with multiple racks of I/O into ControlLogix controllers. Some of the technical challenges included converting all PLC5 hardware and testing the new controls within a 48-hour window that would allow the plant to be controlled in automatic. With the upgrade, the Wonderware System Platform was replaced with Ignition as the SCADA. Simulation code was created to completely simulate the plant before startup.

Queen Creek Booster and Well PLC Rewrites*Town of Queen Creek, Arizona*

Project Scope included rewriting PLC code for all Booster Stations (with onsite wells) and all Well sites. Twenty-one sites were changed and programmed so all booster sites functioned the same and all well sites functioned the same. All Booster sites used CompactLogix PLC's (RSLogix5000) where Well sites used Micrologix PLC's (RSLogix500) and CompactLogix PLC's.

North Airport Treatment Plant Rewrite*City of Buckeye, Arizona*

Project scope included creating new programming standards and rewriting the Treatment Plant, Booster Station, Onsite Well and Offsite Well using object-oriented programming. PLC's onsite were Redundant ControlLogix (RSLogix5000) with 10 racks of remote I/O and the Offsite Well was CompactLogix (RSLogix5000). The SCADA was upgraded from InTouch to Wonderware SystemPlatform.

Kingman Downtown WWTP*City of Kingman, Arizona*

Programming of AB ControlLogix PLC, OIT, and Wonderware System Platform. Programming and development to standards provided for all aspects of the plant including all pumping procedures, power monitoring, odor control, aeration basins, biofilters, blowers, chemical cleaning, and UV disinfection.

Queen Creek SCADA Upgrade*Town of Queen Creek, Arizona*

Project scope included upgrading the SCADA system to Ignition Perspective. Programming for all equipment was completed using shared templates for all sites dependent of the type of Equipment. Realtime maps were created for site overviews, custom operator overview screens and automated reporting.

JASON LAPKASS – CONTROL SYSTEMS INTEGRATOR II

Education:

BS, Mechanical Engineering

California State Polytechnic University, 2023

Technology Experience:*HMI Programming:*

- Inductive Automation Ignition
- Factory Talk View ME
- Aveva System Platform
- Red Lion Crimson

PLC Programming:

- RSLogix5000

Certifications:

- Ignition Core Certified (8.1)
- Rockwell ThinManager Certified

Recent Project Experience:**WMWD Pump Station Upgrade**

Riverside, California

Programed and Commissioned Pump Station as part of PLC upgrade to ControlLogix Controllers as well setting up communications with power monitoring devices and circuit breakers across multiple communication protocols. With the Upgrade we also developed SCADA Screens using Ignition Vision as the SCADA.

Prescott Valley SCADA and PLC Upgrades

Town of Prescott Valley, Arizona

Project Scope included upgrading the existing Wonderware SCADA system to a new Ignition perspective system with extensive testing to ensure clean crossover. With This upgrade we also designed a new PLC panel to replace a legacy SLC 5/05 PLC with a new ControlLogix PLC to both document panel functions as well as remove legacy code.

Buckeye SCADA upgrade

City of Buckeye, Arizona

Project Scope included upgrading the cities SCADA system to a new Ignition Perspective system using high performance HMI standards, this included more than 10 Unique systems. We performed extensive testing to ensure a smooth system cutover.

Support Services

Adelanto, California

Supported operations of water treatment plant and wellfields including radio communications troubleshooting, equipment replacement, and commissioning of new equipment. New equipment upgrades include automated backwash valve sequence programing and converting and tuning new chemical injection pumps from flow paced to PID controlled.

Arcadia Expansion Project

City of Santa Monica, California

Project scope included installation of 3 new RIO cabinets and reprogramming of the existing Admin PLC to monitor and manage newly installed water treatment systems including a GAC filtration system. This project also included upgrades to the existing SCADA system to give operators full control over the plant.

JACOB JONES – CONTROL SYSTEMS INTEGRATOR III**Education:**

BS, Mechanical Engineering

Brigham Young University, 2015

Technology Experience:*PLC Programming:*

- RSLogix5
- RSLogix500
- RSLogix5000
- EZAutomation
- Siemens S7

HMI Programming:

- Ignition
- FT View
- EasyBuilderPro
- AVEVA

Other:

- Canary Historian
- Signal Fire Rangers
- Banner Radios
- Ubiquiti Radios
- Python
- C++

Certifications:

- Inductive Automation Ignition, Gold

Recent Project Experience:**Venice Park Loadout**

Lennon, MI

Project scope included collecting sitewide data via MQTT Cell modems and presenting in an Ignition SCADA. The control program automatically started pumps and actuated valves to move site liquid for processing. It also allowed operators to run pumps and actuate valves. System interlocks prevented remote stations from pumping when containment vessels were not ready. Project designed, manufactured, tested and deployed 3 control panels using Signal Fire Ranges, AB PLCs, and Maple Systems and Windows Touchscreens.

Yarnell Water SCADA Upgrade

Yarnell Community, AZ

Project scope included deploying Ignition SCADA on top of an existing Siemens control system. The project included adding remote access for personnel to access system information and control without being onsite. The application also used Kepware for data translation, a SQL Server database, RV50 Cellular modem, and a Cisco managed switch.

Flare Backpanel Replacement

Tri Cities, CA

Project scope included replacing an outdated control panel with updated hardware and programming for a flare system to perform a temperature-controlled burn of gas to maintain system within environmental regulations. Allen Bradley programming was used to control valves, louvers and blowers to maintain gas flow, burn temperature and pipe pressure. Safety interlocks prevented venting unburned gas and alarm notifications were set up to dial, text or email respective operation personnel. Data was brought into an existing SCADA and relayed to a larger area SCADA and historian.

FRANK STAMM – SENIOR CONTROL SYSTEMS INTEGRATOR

Education:

BSE, Engineering Physics

Ohio State University, 2012

Technology Experience:*PLC Programming:*

- RSLogix5000
- RSLogix500
- Siemens TIA Portal
- GE Proficy ME
- Automation Direct Do-More
- FANUC PLC

HMI Programming:

- Inductive Automation Ignition
- Wonderware Intouch
- Factory Talk View ME
- FactoryTalk View SE
- RSView
- Proficy iFix
- Automation Direct C-More
- Cimplicity

General Programming:

- Python
- C++
- SQL
- FANUC TP

Certifications:

- Ignition Certified (8.1)
- FANUC Advanced Programming Certified

Recent Project Experience:**City of Buckeye SCADA Replacement**

City of Buckeye, Arizona

Development and commissioning of an Ignition SCADA to replace Wonderware System Platform. Some of the technical challenges included communication and synchronization of 6 Ignition gateways that all needed to access the same alarm journal, audit log, and historization via Canary Historian.

City of Santa Monica Sustainable Water Infrastructure Project (SWIP)

Santa Monica, CA

Technical Lead for the development of the control system for the newly built SWIP treatment plant. The project included programming and commissioning of 2 PLCs using CompactLogix controllers and an Ignition SCADA. The two PLCs were the main system PLC and a lift station PLC. The main system PLC had to communicate with, and coordinate the actions of, 5 other PLCs that controlled other vendors' systems, as well as performing monitoring and control of several sub-systems and of the overall plant. The SWIP SCADA was made to communicate with and send alarms to the City's main SCADA at their Arcadia Plant.

Arcadia Plant Main SCADA Conversion

Santa Monica, CA

Converted the City's main SCADA system for water treatment and distribution from a Wonderware InTouch system to Ignition. The system included 5 sites, wells, booster stations, and the installation of a new Canary Historian. Dynamic templates were developed to work with 16 PLCs, all programmed by separate vendors with different programming and naming standards, consisting of CompactLogix PLC's (RSLogix5000) and Micrologix PLC's (RSLogix500).

Waste Management OTM SCADA

Houston, TX

Developed an Ignition SCADA application to mimic the functionality of their M2M software using Python. Project scope includes creating custom dashboards for alarm analysis, alarm creation, communications, runtime totals, flow totals, and equipment metadata.



Heber Casillas Torres

License Number

49856

License Type

Electrical Engineer

License Status

Active

Initial Registration Date

06/15/2009

Expiration Date

09/30/2027

Public Address Line

9299 W. Olive Avenue

Public Address Line 2

Suite 405

Public Address City

Peoria

Public Address State

Arizona

Public Address Zip Code

85345

Phone Number

(480) 747-6558

Managed Businesses (Principal)

Business Name

Civiltec Engineering, Inc.

Business Name

Civiltec Engineering, Inc.

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 19970

NAME: TORRES, HEBER

LICENSE TYPE: ELECTRICAL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

3231 W MOUNTAIN VIEW
PHOENIX AZ 85051
OUT OF STATE COUNTY

ISSUANCE DATE

FEBRUARY 21, 2012

EXPIRATION DATE

JUNE 30, 2026

CURRENT DATE / TIME

NOVEMBER 19, 2025
8:6:38 AM



License Search For Professional Engineers and Professional Land Surveyors

(<https://nvbpels.org>)

Search By

Last Name :

☐ And ☒ Or

License Number :

Find

Clear

Last Name	First Name	License #	City	State	Country
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License # : 025048

Licensee Status : ACTIVE

Expiration Date : June 30, 2026

Discipline(s) : EE

Disciplinary Action : No

Last Name : Torres

First Name : Heber

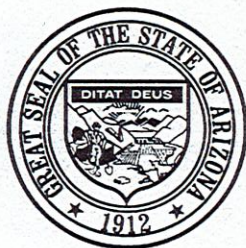
City : Phoenix

State : AZ

Disclaimer

All information provided by the Nevada State Board of Professional Engineers and Land Surveyors on this web page, and on its other web pages and internet sites, is made available to provide immediate access for the convenience of interested persons. While the Board believes the information to be reliable, human or mechanical error remains a possibility, as does delay in the posting or updating of information. Therefore, the Board makes no guarantee as to the accuracy, completeness, timeliness, currency, or correct sequencing of the information. Neither the Board, nor any of the sources of the information, shall be responsible for any errors or omissions, or for the use or results obtained from the use of this information. Other specific cautionary notices may be included on other web pages maintained by the Board. All access to and use of this web page and any other web page or internet site of the Department is governed by the Disclaimers and Conditions for Access and Use as set forth at Nevada State Board of Professional Engineers and Land Surveyors' Disclaimer Information and Use Information.

Close



STATE OF ARIZONA

STATE BOARD OF TECHNICAL REGISTRATION

FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS,
LANDSCAPE ARCHITECTS AND LAND SURVEYORS

CHRISTOPHER JOHN DUSZA

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF
REGISTERED PROFESSIONAL ENGINEER

WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS THEREOF, THE BOARD
GRANTS REGISTRATION AND ISSUES
CERTIFICATE NUMBER 35885 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 25TH DAY OF JANUARY, 2001.



Gregory M. Tuttle
BOARD CHAIR
Lois Woods
BOARD SECRETARY

**ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS**

**HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM**

Christopher J. Dusza, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

CERTIFICATION NUMBER: US-05-01450

DATE ISSUED: 5/4/2005

THE CERTIFICATION BOARD OF REGENTS ATTESTS THAT THE INDIVIDUAL NAMED ON THIS CERTIFICATE HAS SUCCESSFULLY DEMONSTRATED THE REQUIRED KNOWLEDGE AND HAS PASSED THE CERTIFIED FLOODPLAIN MANAGER EXAM. THIS CERTIFICATE SHALL REMAIN VALID UNTIL REVOCATION, IN ACCORDANCE WITH THE RENEWAL REQUIREMENTS OF THIS BOARD.

SCAN TO VALIDATE



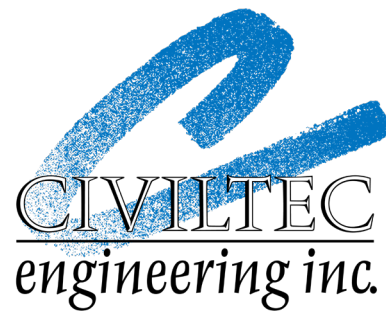
Roger D. Lindsey

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

Chad Berginnis

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD BERGINNIS, CFM





Civiltec Engineering, Inc.
9299 W. Olive Avenue, Suite 405
Peoria, AZ 85345
www.civiltec.com

Proposal Contact:
Heber Torres, PE
htorres@civiltec.com
(623) 582-0970



*Civil, Water, Wastewater, Drainage, Transportation and
Electrical/Controls Engineering • Construction Management • Surveying
California • Arizona*

AZ RATE SCHEDULE 2026

Principal Engineer (PE)	\$252.00
Principal Electrical Engineer (PE)	\$247.00
Senior Project Manager.....	\$232.00
Project Manager	\$220.00
Senior Engineer (PE)	\$210.00
Senior Project Engineer (PE)	\$200.00
Project Engineer (PE)	\$195.00
Senior Designer.....	\$192.00
Senior Staff Engineer (EIT)	\$185.00
Staff Engineer (EIT)	\$180.00
Designer	\$170.00
Designer/CAD Operator	\$155.00
CAD Operator	\$145.00
Junior Engineer (Intern)	\$99.00
Construction Observer	\$172.00
Two Person Survey Crew	\$250.00
One Person Survey Crew	\$182.00
Survey Manager (RLS)	\$196.00
Staff Land Surveyor (RLS)	\$182.00
Survey Technician	\$144.00
Planning Technician.....	\$148.00
Administrative Assistant/Clerical	\$99.00
Subcontracted Services	Cost plus 15%
Mileage	\$0.70/mile

NOTE: All rates are effective until December 31, 2026. Any increases in rates after that date will be limited to 5% maximum.
All rates are non-prevailing wage rates.

2054 N. Willow Creek Road, Prescott, AZ 86301 | P: 928.771.2376
9299 W. Olive Ave., Suite #405, Peoria, AZ 85345 | P: 623.582.0970
2198 E. Camelback Rd., Suite #205, Phoenix, AZ 85016 | P: 602.428.7564

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CUSTOM AUTOMATION**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Custom Automation, Inc., an Arizona corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for electrical and SCADA programming services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Custom Automation 110 W Montello Road Phoenix, Arizona 85086 Attn: Dennis Runo

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

CUSTOM AUTOMATION, INC.,
an Arizona corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CUSTOM AUTOMATION

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CUSTOM AUTOMATION

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CUSTOM AUTOMATION

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CUSTOM AUTOMATION

[Work Authorizations]

See following page(s) (to be attached after execution).



110 W Montello Rd
Phoenix AZ 85086

(480) 201-2943
Email: dennis.runo@CustomAutomation.com

Statement of Qualifications FY 2026 On-Call Professional Services SCADA & PLC Engineering/Support

December 10, 2025

Steve Sullivan
Assistant Engineer, Public Works Department
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

Dear Mr. Sullivan,

Custom Automation, Inc. respectfully submits our qualifications to participate in PLC Control Systems and SCADA Engineering Services for the Town of Chino Valley. It is our desire to acquaint you with the expertise and experience of our company so that you may make an informed decision when selecting a qualified engineering firm and integrator to support the town water/wastewater automation systems.

Dennis Runo, President and founder of Custom Automation, has been actively providing SCADA and PLC engineering support to the Town of Chino Valley Water/Wastewater automation systems since 2014. This application for Professional Services authorization is simply to extend this successful relationship for the foreseeable future.

Thanks for the opportunity to share this information with you. We hope to continue exceeding your expectations.

Sincerely,

Dennis Runo

Statement of Qualifications
FY 2026 On-Call Professional Services
SCADA & PLC Engineering/Support

Submitted by :



110 W Montello Rd
Phoenix AZ 85086
(480) 201-2943

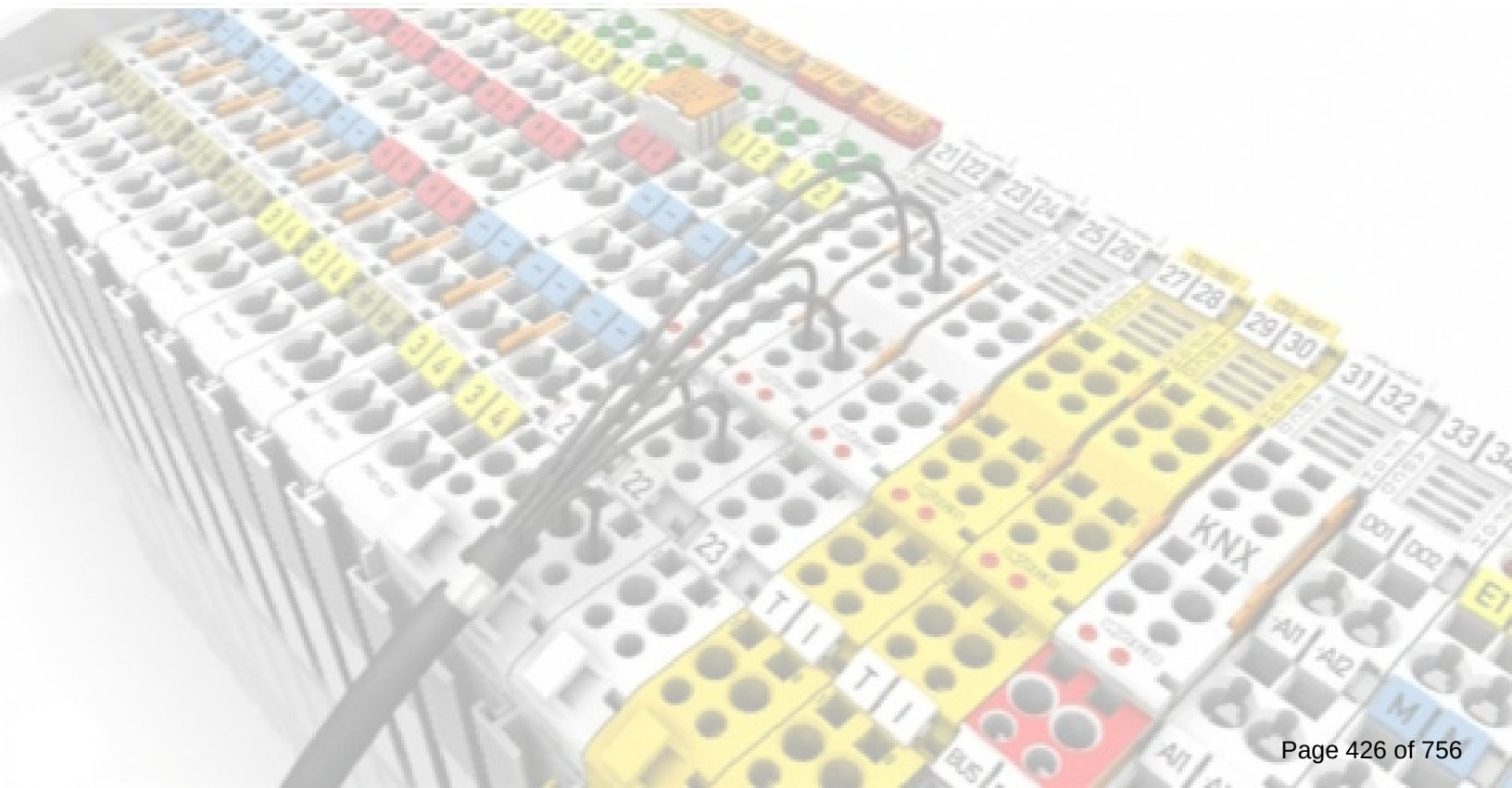


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General Information

- Legal Name: Custom Automation, Inc.
- Address: 110 W Montello Rd, Phoenix AZ 85086
- Custom Automation was founded in 1983 and incorporated as a C-corp in Arizona in 1986
- Federal Tax ID: 86-0533673
- Town of Chino Valley A/P Vendor Number: 9954
- In business continuously since 1983 (42 years)
- No claims or litigation, ever

Qualifications and Experience

Custom Automation (CA) is an industrial controls system builder experienced with numerous software and hardware packages. Whatever standard software packages lack, we engineer ourselves. We build turnkey industrial applications complete with all required hardware, software, testing, documentation, and training. Custom Automation has been delivering superior performance systems since 1983. CA has extensive experience in SCADA systems, and specific experience with many commercial SCADA software packages, RTU's, PLC's, and telemetry radios.

Years ago we successfully performed a huge city-wide "rip and replace" automation project for the City of Tempe Water/Wastewater department, demonstrating our ability to handle large complex projects. See below:

City of Tempe	
Contact: Don Hawkes Deputy Utility Mgr (Retired)	Senior SCADA Design Architect and Engineer ▪ Designed and implemented a replacement SCADA system for their aging DCS. ▪ Successfully designed and implemented a networked Citect HMI for all City of Tempe water and wastewater plants. ▪ Designed and implemented advanced controls for the South Plant expansion project. ▪ Trained staff to maintain the SCADA system and implement minor changes.

The Tempe project is not submitted as an apples to apples project "reference", but to show CA's historic abilities. CA has been purposefully and carefully downsizing over the last decade, choosing to specialize in smaller installations. CA's expertise, however, has not downsized.

As it turns out, CA has been focused primarily on Town of Chino Valley Water/Wastewater projects and general support over the last 11 years.

Town of Chino Valley	
Town of Chino Valley Contact: Chris Bartels	Senior SCADA Design Architect and Engineer 2014 - Refined Potable Water SCADA alarm system to eliminated nuisance alarms and call-outs. 2014 - Relocated SCADA main control room to new location, including radio telemetry reconfiguration and testing.
Town of Chino Valley Contact: Mike Bovee	Senior SCADA Design Architect and Engineer 2015 - Worked with town personnel to reverse engineer wastewater treatment plant (WWTP) that was recently acquired. 2015-2017 - Upgraded and repaired several SCADA and PLC hardware/software systems.
Town of Chino Valley Contact: Mike Bovee	Senior SCADA Design Architect and Engineer 2018-2023 - Worked with town personnel to enhance and upgrade SCADA and PLC operations as needed. 2018-2023 - Replaced motor controls and other SCADA/PLC hardware and software systems as they reached end of life on both WWTP and Potable Water systems. - Integrated new Headworks Screens and Screw Press hardware into the SCADA system.
Town of Chino Valley Contact: Jesse Holyfield	Senior SCADA Design Architect and Engineer 2024-Present - Worked with town personnel to enhance and upgrade SCADA and PLC operations as needed. 2024-Present - Replaced motor controls and other SCADA/PLC hardware and software systems as they reached end of life on both WWTP and Potable Water systems.

The Town of Chino Valley Utility Managers serving over the past 11 years are Custom Automation's best and most current references.

Custom Automation has consistently provided 24/7 remote support to “on-call” Town of Chino Valley utility personnel whenever systems have malfunctioned, saving precious time when the process was going sideways, and many times preventing expensive equipment damage.

Custom Automation has responded to incidents requiring on-site support quickly and efficiently, restoring order soon after arrival. CA’s intimate familiarity with Chino equipment and systems benefit the town through lower on-site service expenses.

Custom Automation has regularly diagnosed and replaced failed components of the Rockwell Allen Bradley PLCs in service at Town of Chino Valley. CA has also advised and assisted the town to purchase and maintain critical spare parts for the SCADA systems.

Staff Qualifications and Experience

Dennis Runo shall remain the sole CA engineer assigned to work on Town of Chino Valley projects:

Education: BS EET degree from Arizona State University
 Honors: Dean's List
 Continuing education in technical and business disciplines

Experience: Mr. Runo worked as an aerospace engineer before starting Custom Automation, giving him a firm foundation in disciplined attention to detail, including specifications, documentation, and formal testing. He authored assembly language code for the Boeing 737 autopilot. This experience has helped him differentiate himself from competitors.

He utilizes his aerospace background to systematically plan, design, and execute projects using principles of DOD-STD-2167A and MIL-STD-498.

Dennis has performed the primary architectural and project management functions for all projects undertaken by the company since 1983.

Mr. Runo is the President and founder of Custom Automation, Inc., an industrial controls system design and integration firm with a 42 year track record of success. He has designed and implemented numerous supervisory control and data acquisition (SCADA) systems for clients in the southwest. Expertise includes system integration of commercial off the shelf (COTS) equipment and software, including programmable logic controllers (PLCs) and custom software development as needed for a complete turnkey solution.

He is a seasoned expert in PLC programming, bringing disciplined IEC 61131-3 programming standards to his clients. PLC programming language expertise include:

- Ladder diagram
- Function block diagram
- Structured text
- Sequential function chart.

Dennis is conversational in many programming languages and protocols, including but not limited to C, C++, C#, Java, Python, Visual Basic, and SQL.

Project Understanding and Approach

Custom Automation has a strong record of designing, planning, coordinating, and executing in partnership with the Town of Chino Valley Utility Department. The 2015 Chino WWTP renovation illustrates this perfectly. CA acted as a valued team member with the town by:

- Identifying WWTP hardware/software issues as a team
- Strategizing a long-term and cost effective solution as a team
- Specifying best solution hardware and software as appropriate
- Verifying reasonable costs by getting quotes either directly or hand-off to the Town Procurement personnel
- Purchasing assistance
- Implementing and testing per the schedule as a team
- Identifying and resolving problems/issues early in the process before they become insurmountable. Coordinating with stakeholders to achieve consensus.

CA will always scrutinize very closely all aspects of schedule and staffing on both the CA and Town side before committing to it, but once that commitment has been made, it will be attained even if it means extraordinary efforts. Dennis Runo shall perform project management oversight duties to tasks assigned to CA, including schedule compliance.

CA typically works with electrical and mechanical subcontractors that have previously worked successfully with the client, and therefore have a good understanding of the clients' special circumstances and needs. This synergy is used to "hit the ground running" in all aspects of permitting, construction, environmental factors, start-up, and more.

Vendor Information Form

SECTION A

TOWN OF CHINO VALLEY PUBLIC WORKS DEPARTMENT

PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

			Vendor's Contact
Custom Automation Inc			Dennis Runo
Vendor Submitting SOQ			Name
13261110 / 01819623			President
Arizona Corporation Commission File No.			Title
86-0533673			480-201-2943
Federal Tax ID No.			Phone
110 W Montello Rd			
Address			Fax
Phoenix	AZ	85086	Dennis.Runo@CustomAutomation.com
City	State	Zip	Email
Website			Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.



110 W Montello Rd.
Phoenix AZ 85086

(480) 201-2943
Email: druno@CustomAutomation.com

Proposal- FY 2026 On-Call Professional Services

April 9, 2026

Steven Sullivan
Chino Valley Town Hall
202 AZ-89
Chino Valley, AZ 86323

Dear Mr. Sullivan,

Custom Automation Inc (CA) is pleased to provide our proposal for FY 2026 On-Call Professional Services. CA has been successfully supporting and enhancing the Town SCADA systems since 2014.

Listed below are the services we provide to the Town. The rates proposed shall be in effect for the duration of the Chino FY 2026 (July 2026 - June 2027) time period.

Office Support:	\$90/hr
Scheduled On-Site:	\$138/hr
Unscheduled On-Site:	\$212/hr
Priority Off-Site Support:	\$154/hr
Travel:	\$50/hr
Travel Expenses (lodging, food):	At Cost

Please call if you have questions or concerns about this rate schedule.

Sincerely,

Dennis Runo
DR/dr

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
GH2 ARCHITECTS**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and GH2 Architects, LLC, an Oklahoma limited liability company (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for architect services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	GH2 Architects 1375 North Scottsdale Road, Suite 180 Scottsdale, Arizona 85257 Attn: Robert Wadsack

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

GH2 ARCHITECTS, LLC,
an Oklahoma limited liability company

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
GH2 ARCHITECTS

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
GH2 ARCHITECTS

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
GH2 ARCHITECTS

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
GH2 ARCHITECTS

[Work Authorizations]

See following page(s) (to be attached after execution).

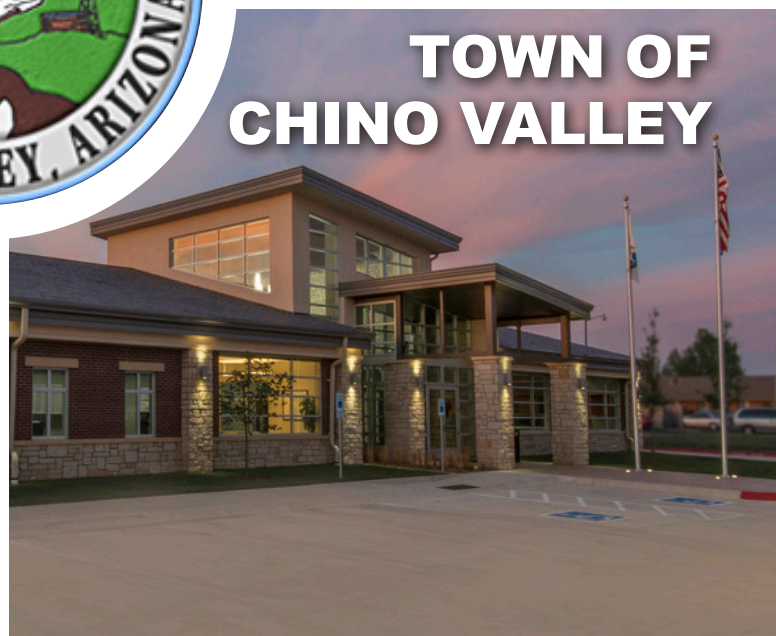


RFQ - FY 2026

ON-CALL PROFESSIONAL SERVICES



**TOWN OF
CHINO VALLEY**



GH2[®]

ARCHITECTS



December 30, 2025

Steve Sullivan
Assistant Engineer
Town Clerk
202 North State Route 89
Chino Valley, AZ 86323

RE: RFQ – FY 2026 On-Call Professional Services | Public Works Department | Town of Chino Valley

Dear Mr. Sullivan,

GH2 Architects, LLC (GH2) values strong working relationships with our clients – especially counties, cities, and towns where the value of every project stretches across entire communities and generations. For that reason, we would be honored to have the opportunity to create a partnership with the Town of Chino Valley by being added to the Town's On-Call list.

For 52 years, GH2 has had the opportunity of working with different types of clients on many different projects, but one of the most rewarding roles we've been able to play has been supporting a municipality's on-call efforts. While projects like these can sometimes be overlooked, they play a critical role to update facilities that support the community. We understand that projects like these are highly collaborative in nature, and we have a successful track record of working with clients like the City of Mesa, the City of Glendale, the City of Surprise, the City of Buckeye, Maricopa County, and Gila County on their on-call projects.

GH2's local team includes community engagement professionals, facilities planners, licensed architects, interior designers, landscape architects, and a dedicated, in-house cost estimator. Clear communication with this group is the key to providing your community with innovative design solutions that not only reflect end-user needs but are also on-time and on-budget.

In addition to clear communication, GH2's team will work with you to ensure that every design scheme has an associated cost estimate to help facilitate timely decision-making and to meet your budget goals. We look forward to the opportunity to answer any questions you have and to building the foundation of a strong working relationship with the Town of Chino Valley. If you should have any questions, please don't hesitate to reach out – I have included my cell phone number below for your convenience.

Please contact our office if additional information is required, and we will provide it immediately.

Sincerely,
GH2 Architects, LLC

Robert Wadsack, AIA, ALEP, LEED AP
Principal
rcw@gh2.com | 405.615.5262

LEGAL NAME

GH2 Architects, LLC

ADDRESS

1375 North Scottsdale Road
Suite 180
Scottsdale, AZ 85257

IDENTIFICATION NUMBER

GH2 Architects is registered with the Arizona Board of Technical Registration #10546-0

LEGAL FORM OF THE VENDOR

Limited Liability Company
Type S Corporation

MEMBERS

Michael Hall, AIA, CCS
Steve Jagers, AIA
Jeremy Carlisle, ASLA, PLA

CONTACT

Robert Wadsack, Principal
1375 North Scottsdale Road
Suite 180
Scottsdale, AZ 85257
480.699.1945
rcw@gh2.com



began our pursuit of design excellence in 1973. Today, we are an **award-winning architecture and design firm** passionate about delivering transformative designs through exceptional client service. Our firm maintains offices in Scottsdale, Denver, Tulsa, and Oklahoma City. Our national team of dedicated professionals provides **in-house architecture, interior design, and landscape architecture services**. We also offer several specialty services such as master planning, cost estimating, and LEED consultation. The diverse nature of our firm's work means that we bring a deep knowledge base and broad perspective that benefits our clients.

Our firm has been recognized with **more than 150 industry and design awards**. Alongside our clients, GH2 has received hundreds of awards including multiple merit and honor awards from the American Institute of Architects and American Society of Landscape Architects, awards for historic preservation projects, awards for technical specifications, and multiple awards from construction industry groups. Interior Design Magazine has included us on their Rising Giants List for the past seven consecutive years, and in 2025, we were added to their list of Healthcare Giants. These awards recognize our firm's contributions to the community and the profession.

In every project the firm undertakes, three principles drive every decision: **Design. Service. Solutions.**

CONTRACTS

GH2 is rarely involved in litigation because we make special efforts to build successful relationships with our clients and the construction professionals engaged on projects. We work to address issues with all parties when they arise, using open communication and the project's contractual requirements as guides.

In 2024, the State of Oklahoma terminated its agreement with a general contractor because of the contractor's non-performance and non-conforming work on a small replacement roof project. The contractor responded to its termination by naming the State and GH2 in a lawsuit. The State then counterclaimed against the contractor for the State's damages. GH2 and the State agreed to provide a mutual defense to the lawsuit. During mediation, the contractor agreed to make a payment to the State and dismiss the lawsuit with prejudice.



ON-CALL EXPERIENCE

GH2 has extensive experience with "On-Call" contracts, having successfully completed more than 600 project assignments to date. While completing these agreements, we have provided professional services for various projects and facility types. These include new building construction and renovations, site and parking improvements, landscape design, roof replacements, energy efficiency upgrades, signage, security upgrades, window replacements, mechanical and electrical systems upgrades, and building envelope repairs. Our services have included feasibility studies, reports, and master plans.



**Arizona Department
of Administration**
2025 - Ongoing



**City of Phoenix
Neighborhood
Services Department**
2022 - Ongoing



**State of Arizona Game
and Fish Department**
2020 - 2025



Maricopa County
2023 - Ongoing



Gila County
2021 - Ongoing



Navajo County
2025 - Ongoing



**Pima County
(Historic Preservation)**
2021 - Ongoing



**Town of Gilbert
Prequalification List**
2022 - Ongoing



City of Mesa
2019 - 2024



City of Casa Grande
2020 - Ongoing



City of Surprise
2022 - Ongoing



City of Tolleson
2022 - Ongoing



City of Coolidge
2022 - Ongoing



City of Sedona
2025 - Ongoing



Town of Payson
2025 - Ongoing



City of Buckeye
2025 - Ongoing



City of Glendale
2025 - Ongoing



City of Yuma
2025 - Ongoing

CHALLENGES AND OPPORTUNITIES

Many on-call projects have an accelerated timeline or limited resources. To combat this, we put processes in place ahead of time at the start of each project to efficiently avoid setbacks before they happen. Our team strives to keep **open, consistent, and collaborative lines of communication** to circumvent labor logjams and optimize each person-hour allocated to a project. Our team members **make themselves available to our clients any time of day**, as we understand that unforeseen circumstances can present themselves at any moment, and being able to solve problems as they appear saves time and money.

We also make it a priority to delineate ownership and ladders of influence. We understand that each on-call project is ultimately the Town's. Therefore, the Town and relevant stakeholders should have input on the decisionmaking process as they know what is best for the municipality and its residents. **When appropriate, we will provide informed recommendations**, drawing on our extensive experience and the knowledge of our qualified professionals. While we are always happy to discuss the pros and cons of possible solutions, it is your project and your funds, not ours. With the exception of designing to mandatory codes that we must adhere to as licensed professionals, all final decisions are yours.



WORKLOAD MANAGEMENT

After completing more than 600 on-call assignments over the past thirty-five years, GH2 understands the necessity for convenience and efficiency, consistency, clear communication with our client and cost control. We have developed a system to manage multiple task assignments that are going on at one time, which includes the project status and any outstanding items. By updating this list of task assignments on a regular basis and sharing with our client, we can all see how the multiple task assignments are being managed.

GH2 is adept at being efficient and flexible with task assignments. We understand that project conditions change and design and assignment flexibility is important. We work to document all project issues in a timely manner and our first goal in any project situation is to provide design solutions that meet our client's requirements.

June

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

July

S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Aug.

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Sept.

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Oct.

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Nov.

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

Dec.

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

JUNE

June 9th	60% Deliverable Submission (Target)	
June 16th	60% Deliverable Submission (Actual)	
June 12th - 23rd	60% City Review (Target)	2 weeks
June 19th - Aug 21st	60% City Review (Actual)	9 weeks

JULY

June 26th - July 21st	90% Deliverable Development (Target)	4 weeks
July 4th	Independence Day (GH2 Office Closed)	
July 21st	90% Deliverable Submission	
July 24th - Aug 4th	90% City Review (Target)	4 weeks

AUGUST

Aug. 7th - 18th	Finalize Construction Documents Set (target)	2 weeks
Aug 21st	Submit Plans for permit review (target)	
Aug 21st	City 60% Comments Received	

SEPTEMBER

Sept. 1st	Consultant 60% Comment Resolution meeting	
Sept. 8th - 29th	60% Deliverable Revisions	4 Weeks
Sept. 12th	Consultant 60% Comment Resolution Responses Due	End of Day
Sept. 14th	City 60% Comment Resolution meeting	
Sept. 19th	Consultant Coordination Meeting	
Sept. 20th	Topographical Survey	

OCTOBER

Oct 3rd	Consultant Coordination Meeting	
Oct 17th	Consultant Coordination Meeting	
Oct. 18th	Consultant 60% Revision Deliverable due to GH2	End of Day
Oct. 20th	60% Revision Deliverable	
Oct 23rd - Nov 3rd	City 60% Revisions Review	3 weeks

NOVEMBER

Nov 13th	City 60% Sign-off	
Nov 14th	Consultant Coordination Meeting	
Nov 14th - Dec 12th	90% Deliverable	4 Weeks
Nov. 23rd - 24th	Thanksgiving Holiday (GH2 Office Closed)	
Nov 28th	Consultant Coordination Meeting	

DECEMBER

Dec 12th	Consultant Coordination Meeting	
Dec 13th	Consultant 90% Deliverable due to GH2	End of Day
Dec 16th	90% Deliverable	

CITY OF MESA

MULTIPLE PROJECTS UNDER ON-CALL CONTRACT | MESA, AZ

The City of Mesa sought qualified consulting firms or teams to provide professional services on an on-call basis in the category of Architectural Services. Mesa has engaged GH2 on 30 projects through this on-call contract including the following:

BROWN ROAD WATER TREATMENT SERVER ROOM *(below)*

The City of Mesa's Brown Road Water Treatment Plant was undergoing a major controls renovation and it became apparent that the facility's server capacities were lacking. GH2 was asked to assist with initial space planning and design of the extension of the existing room and addition of remote room at the facility.



ENGINEERING DEPARTMENT OFFICE REMODEL

The City of Mesa's Engineering Department required additional space for new personnel and GH2 was hired to assist with initial space planning and the design to reduce the size of two private offices to make room for additional cubical space.

AZ LABS BUILDING ASSESSMENT

The City of Mesa acquired the Arizona Labs campus from the United States Air Force and hired GH2 to provide a facility assessment of the buildings and site. The assessment included ADA accessibility review, roof/envelope assessment, structural, mechanical, electrical, mechanical and life safety system assessments.

MUNICIPAL BUILDING TENANT IMPROVEMENTS

The City of Mesa hired GH2 to perform a full building assessment for a municipal building used as office space for the city. Tasks included preparing a building code analysis of existing facilities, an ADA accessibility compliance study, and a roofing/weatherization assessment.

FIRE STATION 2202 RENOVATION/REPLACEMENT CONCEPTUAL DESIGN

The City of Mesa hired the firm to prepare two possible options for conceptual design documents for the existing unoccupied Fire Station 2202 location. The first option was to remodel the existing building and the second option was to replace the existing building.

Contact: Mr. Bryce Albretsen, Project Manager | 480.644.4974 | Bryce.Albretsen@mesaaz.gov

Services: Programming; Assessment; Design; Construction Documents; Construction Administration

Contract Initiation and Expiration: 2019 - 2024



MARICOPA COUNTY PUBLIC HEALTH CLINIC ROOM CONVERSION

GH2 assisted in the renovation of an existing office and storage room into additional lab space for the Public Health Clinic in Phoenix, Arizona.

MARICOPA COUNTY CRADLES TO CRAYONS (C2C) BUILDING CANOPY REPLACEMENT

The project consisted of design services for a canopy replacement at the Cradles to Crayons building located on the County's Durango campus in Phoenix.



MARICOPA COUNTY SOUTHEAST FMD BUILDING TENANT IMPROVEMENTS

GH2 completed the schematic design through construction administration for tenant improvements at the Southeast Facilities Management Department building in Mesa, Arizona. Upgrades included a sally port conversion, reconfiguration of open office space and the existing conference room, and breakroom finishes.



Contact: Mr. C.J. Jones, Director of Facilities Management | 602.372.3372
Charles.Jones@maricopa.gov

Services: Programming; Assessment; Design; Construction Documents; Construction Administration

Contract Initiation and Expiration: 2023 - Ongoing



GILA COUNTY COURTHOUSE SWITCH GEAR ELECTRICAL ASSESSMENT

The project included an electrical assessment of the existing electrical power distribution system at the Gila County Courthouse.

GILA COUNTY FAIRGROUNDS FAIRGROUNDS IMPROVEMENTS

GH2 performed design services for Gila County for the County's Fairgrounds located in Globe, Arizona. The project scope included the design of the thermal envelope and finish upgrades as well as the replacement of the mechanical, electrical and lighting systems for the Exhibit Hall Building. Additional surveying was also required.

GILA COUNTY COURTHOUSE GUERRERO BUILDING STRUCTURAL ASSESSMENT

This project included a structural assessment of the floor system for the Guerrero Building at the Gila County Courthouse located in Globe, Arizona.



Contact: Mr. Joseph Dickison - Director, Gila County Facilities & Land Management

Services: Programming; Assessment; Design; Construction Documents; Construction Administration

Contract Initiation and Expiration: 2021 - Ongoing

ORGANIZATION CHART



CHINO VALLEY
A R I Z O N A



GH2 ARCHITECTS

MASTER PLANNING | ARCHITECTURE | INTERIOR DESIGN
LANDSCAPE ARCHITECTURE | COST ESTIMATING



ROBERT WADSACK
AIA, ALEP, LEED AP
Principal-in-Charge
Architect of Record



ANDREW COLBERT
AIA
Associate Principal
Project Manager, Architect

MATT JENNINGS
AIA
Architect



OSCAR RODRIGUEZ
RA, LEED AP, NCARB
Architect



JON ANDERSON
RA
Architect



SEAN GASPAS
Intern Architect



ANISA HERMOSILLO
Intern Architect



ARACELY CERVANTES
Intern Architect



BERENICE RAMOS
Intern Architect



RYAN MAVES
Landscape Designer



LUZ GUTIERREZ
Interior Designer



KYLEE WHITMER
Interior Designer



TRICIA COVERT
Community Engagement





QUALITY ASSURANCE / QUALITY CONTROL

At GH2, quality control is integral to our design and project delivery process. Quality assurance begins on **day one** and does not end until the project assignment is complete. At the heart of our quality assurance program is staff and design team continuity. The **same professionals** attend project meetings, work on project design, prepare the construction documents and specifications, and visit the project site during construction. The GH2 team includes a Certified Construction Specifier (CCS), multiple LEED & Well Accredited Professionals, multiple LEED Accredited Professionals, and a Certified Cost Technician (CCT).

In-house deadlines are scheduled in advance of actual project deadlines to allow proper time for coordination of the work of our design team and consultants. During each design phase, documents are reviewed and checked by professional staff who are not directly involved with the project. This allows for an **independent evaluation and verification** of the documents prior to their issuance.

GH2 has developed a strict in-house quality assurance policy that utilizes **computer technology and peer review**. GH2 utilizes Building Information Modeling (BIM) and other digital design tools to enhance the quality of design and technical documents and speed of project delivery. Digital conflict checking between design disciplines occurs during each design phase with the use of a single Revit Model. This process **decreases actual conflicts, delays, and additional material costs** during construction. Since design projects are modeled in three dimensions, clients can view and understand design solutions prior to the construction phase.



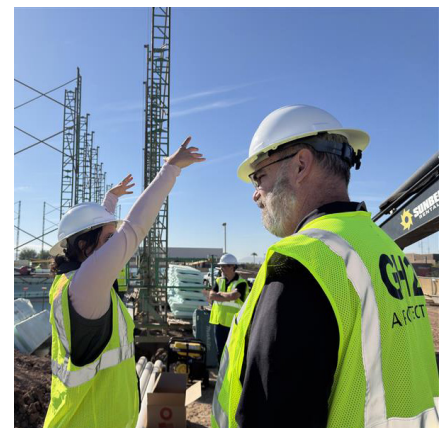


PLANNING

From the onset of a project, we are quick to schedule a **kick-off meeting and subsequent biweekly or monthly catch-up meetings** afterwards to track progress and keep all parties on-track for meeting deadlines. Internally, our team members are well aware of their own workload and the workloads of their colleagues also involved in their assigned projects, ensuring that no tasks are left open-ended. **Communication is key** to every project's success, we happily will jump on the phone with clients and stakeholders to talk through our process, solve problems as they arise, and keep each deliverable on the rails.

Our **clients are directly involved** in programming and design worksessions. This approach encourages valuable input from our clients to determine spatial adjacencies and ensures we are addressing their needs. Our design experience, combined with our clients' knowledge, creates innovative solutions for each client's unique requirements.

As projects transition from programming to design and then construction, our goal is to **keep everybody aware** of our progress and routinely present options to relevant parties at predetermined intervals. Construction administration usually necessitate the institution of Owner/ Architect/Contractor (OAC) meetings which we are happy to organize and facilitate.





COST ESTIMATING AND CONTROLS, AND MANAGEMENT OF OVERHEAD COSTS

As your architect, we make thousands of decisions that have an impact on the resources available for your projects. Managing your resources is one of our most important responsibilities, and is one that we take very seriously. With GH2, cost control starts on day one of the project. Our **full time, in-house cost estimator** works with our project teams on a day-to-day basis to adjust cost estimates in response to changing market conditions and material costs. We take measures ahead of bid day to ensure projects are on budget. When circumstances change that require cost adjustments after projects are awarded, GH2 will facilitate collaboration with the entire design & construction team to value-engineer solutions that preserve overall quality in keeping with the best interests of the client.

We strive to be **good stewards of your financial resources available for projects**. It is our full intent to take measures ahead of bid day to ensure the project is on budget. When instances arise that require the ability to reduce costs but preserve quality after the project has been awarded, GH2 brings all of the players together and leads the process. We believe bringing the major sub-contractors to the table along with the entire design team is the most effective scenario to provide an **affordable result that is in the best interest of the Owner**.



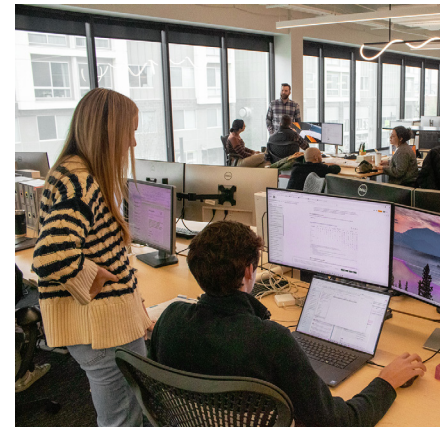


SCHEDULING

The GH2 approach to project scheduling is simple, but effective. We work with our clients to develop the optimum project schedule scenario, and then we assign the resources to complete the project on time. With **more than 110 professionals**, GH2 has the capacity to move projects forward quickly and efficiently.

GH2 understands that there are circumstances that lead to fast tracking projects. Critical to this working relationship are **careful scheduling and preparing and approving product and material submittals in advance**. We have extensive experience with fast-tracked projects that involve multiple bid packages and multiple construction entities. We believe that one of the keys to successful fast-track projects is making the right design decisions early in the process.

With our extensive project design experience, and in-house cost control and scheduling capabilities, we can work with you to ensure that the project progresses according to **your desired schedule**. Careful coordination and a fluid team approach with the Architect and Contractor are the keys for any successful project.





PROJECT MANAGEMENT AND TEAM ORGANIZATION

Our team will collaborate with Town of Chino Valley officials from preliminary design through finalized specifications through design work-sessions. This consistent collaboration encourages **valuable input from each stakeholder** to refine spatial adjacencies and building support spaces to accommodate the needs of Mohave County and the community it serves. Our design experience, combined with the County's knowledge, creates innovative solutions for each project's unique requirements.

We are proponents of bringing all voices and widespread representation to the table during the programming and master planning phases. As we progress in the design of the project, we will continue to coordinate a **highly interactive design process** that engages all parties and stakeholders in an open dialogue regarding their goals and expectations for each project. Outreach through multiple mediums such as online surveys and scheduled public forums is critical to gain public and user "buy-in" and could involve the County's social media resources and a targeted e-mail campaign for public outreach and awareness.

Whether a consultant is hired directly by GH2 or contracted with the Owner, **we engage the entire team of consultants** to collaborate effectively throughout the project. The Principal-in-Charge will remain with the project from initial engagement through construction, effectively reinforcing a commitment to quality and coordination with the entire team. We embrace the responsibility to provide complete oversight of all consultants while reinforcing a common goal to deliver the client's project on time and on budget.





COMMUNICATIONS

We firmly believe that **maintaining an open line of communication** with clients, our consultants, and the Construction Professional is critical to the success of any project. Our project team members are available to our clients 24 hours a day. This communication can range from a simple call to a Teams message to a web-based conference or video chat. Quick online conferences allow for viewing and editing of design drawings, and facilitate quick design decisions with the input of all project team members. This form of communication can also be utilized very efficiently during the construction process when issues arise on site. Regardless of the form of communication, **GH2 will always be accessible to our clients.**

We streamline projects by assigning **one point of contact** for each assignment from start to finish. This liaison will then communicate all of your requests, questions, and requirements to the rest of the team. We recognize that the successful completion of projects requires the ongoing commitment of team resources and the creation of a cohesive team approach. The team members conducting the on-site assessments and attending the project meetings are the same team members who design the project solutions and prepare the construction documents and specifications.





ANTICIPATED TOWN INVOLVEMENT

Our team is committed to **ensuring the Town remains an active partner** throughout the programming, design, and construction phase of each on-call project. We will structure the process to provide clear checkpoints, allowing the Town **ample time to review and comment on every deliverable**. Collaboration will be prioritized at each stage, with open communication channels to address questions and incorporate feedback promptly. This approach affirms that the Town's vision and expectations are fully integrated into the final outcome. As the Town is most familiar with the geography and conditions of the area, its input will be vital to creating the best possible result.

Our workload is such that **we can begin working immediately** on any projects assigned to our firm. We recognize that the successful completion of your project requires the ongoing commitment of team resources and the creation of a cohesive team approach. As an office, we have confirmed the availability of the resources necessary for this commitment, including the principals, architects, designers, and supporting staff.



SECTION A

PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

				Vendor's Contact
GH2 Architects, LLC				Robert Wadsack
Vendor Submitting SOQ				Name
1869550				Principal
Arizona Corporation Commission File No.				Title
73-1600901				480.699.1945
Federal Tax ID No.				Phone
1375 N Scottsdale RD #180				918.587.0357
Address				Fax
Scottsdale	AZ	85257	rcw@gh2.com	
City	State	Zip	Email	
www.gh2.com				
Website				Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.



ROBERT WADSACK, AIA, ALEP, LEED AP

Principal-in-Charge | Architect of Record

18 years of experience | 11 years with GH2

Bachelor of
Architecture
Minor in
Construction Science
University of Oklahoma

Master of Science
Civil Engineering
College of Engineering
Oklahoma State
University

LEED Accredited
Professional
United States
Green Building Council

PROFESSIONAL REGISTRATIONS

Registered Architect – Arizona, #66473

PROFESSIONAL BACKGROUND

Robert brings almost two decades of experience in his leadership role to our Arizona GH2 office. Robert has led successful teams on a variety of project types and sizes. He has a well-rounded understanding of both the design and construction industries in a way that improves both the quality and efficiencies of our clients' projects.

FEATURED PROJECTS

- | | |
|---|---|
| ◆ City of Mesa
<i>On-Call Contract with
Multiple Projects</i> | ◆ Maricopa County
<i>Library Distribution Center</i> |
| ◆ City of Mesa
<i>Historic Post Office Rehabilitation</i> | ◆ Pima County
<i>Historic Architectural
On-Call Projects</i> |
| ◆ City of Mesa
<i>Restaurant Incubator
Conceptual Design</i> | ◆ Town of Gilbert
<i>On-Call Contract</i> |
| ◆ City of Avondale
<i>Small Business
Facade Improvements</i> | ◆ City of Surprise
<i>On-Call Contract</i> |
| ◆ City of Mesa
<i>Red Mountain Park Expansion</i> | ◆ City of Buckeye
<i>On-Call Contract</i> |
| ◆ Gila County
<i>On-Call Contract with
Multiple Projects</i> | ◆ Joseph City Unified School District
<i>On-Call Contract</i> |
| ◆ Maricopa County
<i>On-Call Contract with
Multiple Projects</i> | ◆ Douglas Unified School District
<i>On-Call Contract</i> |
| ◆ Maricopa County
<i>Maricopa County Kids Club</i> | ◆ Queen Creek Unified
School District
<i>On-Call Contract</i> |
| | ◆ Toltec Unified School District
<i>On-Call Contract</i> |



ANDREW COLBERT, AIA

Associate Principal | Architect

11 years of experience | 4 years with GH2

Bachelor of Science
in Architecture
Southern Illinois
University

Master of Architecture
University of
Wisconsin-Milwaukee

PROFESSIONAL REGISTRATIONS

Registered Architect – Arizona, #77494

PROFESSIONAL BACKGROUND

As an Architect and Associate Principal of GH2, Andrew Colbert has extensive experience with municipal projects in similar size and complexity, including on-call contracts and specific developments for Maricopa County and the City of Mesa. His expertise extends to educational and community projects, including renovations and restorations for school districts and community centers.

FEATURED PROJECTS

- | | |
|--|---|
| ♦ Maricopa County
<i>Maricopa County Kids Club</i> | ♦ City of Surprise
<i>On-Call Contract</i> |
| ♦ Maricopa County
<i>Library Distribution Center</i> | ♦ City of Buckeye
<i>On-Call Contract</i> |
| ♦ City of Mesa
<i>On-Call Contract with
Multiple Projects</i> | ♦ Gila County
<i>On-Call Contract with
Multiple Projects</i> |
| ♦ Cherokee Nation
<i>New Wellness Centers</i> | ♦ Maricopa County
<i>On-Call Contract with
Multiple Projects</i> |
| ♦ City of Mesa
<i>Restaurant Incubator
Conceptual Design</i> | ♦ Douglas Unified School District
<i>Multiple Roofing and
Weatherization Projects</i> |
| ♦ City of Mesa
<i>City Plaza Renovations</i> | ♦ Humboldt Unified School District
<i>Multiple Roofing and
Weatherization Projects</i> |
| ♦ City of Mesa
<i>On-Call Contract with
Multiple Projects</i> | ♦ Holbrook Unified School District
<i>New Gymnasium</i> |
| ♦ Town of Gilbert
<i>On-Call Contract</i> | ♦ Toltec Unified School District
<i>On-Call Contract</i> |



MATT JENNINGS, AIA

Senior Architect

24 years of experience | 2 years with GH2

Bachelor of
Architecture
Iowa State University

Master of
Environmental Planning
Arizona State
University

PROFESSIONAL REGISTRATIONS

Registered Architect – Arizona, #42126

PROFESSIONAL BACKGROUND

Matt is an award-winning, versatile architect skilled in managing multiple projects and stakeholders simultaneously. He has over 24 years of experience leading projects for municipalities that range in size, scope, and complexity.

FEATURED PROJECTS

- | | |
|--|--|
| ♦ Maricopa County
<i>Maricopa County Kids Club</i> | ♦ City of Mesa
<i>On-Call Contract with Multiple Projects</i> |
| ♦ Gila County
<i>City of Globe
Michaelson Building Renovation</i> | ♦ City of Glendale
<i>On-Call Contract with Multiple Projects</i> |
| ♦ Arizona Game & Fish
<i>Historic Cold Springs
Cabin Rehabilitation</i> | ♦ Town of Gilbert
<i>On-Call Contract</i> |
| ♦ Arizona State Parks and Trails
<i>Historic Riordan
Mansion Rehabilitation</i> | ♦ City of Surprise
<i>On-Call Contract</i> |
| ♦ City of Avondale
<i>Small Business
Facade Improvements</i> | ♦ City of Buckeye
<i>On-Call Contract</i> |
| ♦ City of Mesa
<i>On-Call Contract with Multiple Projects</i> | ♦ Gila County
<i>On-Call Contract with Multiple Projects</i> |
| ♦ United States
Postal Service (USPS)
<i>On-Call Contract with Multiple Projects</i> | ♦ Maricopa County
<i>On-Call Contract with Multiple Projects</i> |
| ♦ City of Mesa
<i>City Plaza Renovations</i> | ♦ Navajo County
<i>On-Call Contract</i> |



Bachelor of
Architecture
New York Institute
of Technology

OSCAR RODRIGUEZ, RA, LEED AP, NCARB

Architect

33 years of experience | 1 year with GH2

PROFESSIONAL REGISTRATIONS

Registered Architect – Arizona, #37169

PROFESSIONAL BACKGROUND

As a LEED AP architect and 30 years of award-winning architectural design experience, focusing on historic preservation, Oscar provides a specialized set of skills to our team. He has also experience on multi-family, high-rise, aviation, performing arts and healthcare projects. Skilled in managing multiple projects and stakeholders simultaneously and experience leading projects across the country, Oscar works to revitalize each aspect of a project and solve any issue at hand.

FEATURED PROJECTS

- | | |
|--|--|
| ♦ Maricopa County
<i>Maricopa County Kids Club</i> | ♦ Town of Gilbert
<i>On-Call Contract</i> |
| ♦ Maricopa County
<i>Library Distribution Center</i> | ♦ City of Surprise
<i>On-Call Contract</i> |
| ♦ Gila County
<i>City of Globe
Michaelson Building Renovation</i> | ♦ City of Buckeye
<i>On-Call Contract</i> |
| ♦ Arizona State Parks and Trails
<i>Historic Riordan Mansion
Rehabilitation</i> | ♦ Navajo County
<i>On-Call Contract</i> |
| ♦ Pima County
<i>Historic Architectural On-Call</i> | ♦ Gila County
<i>On-Call Contract with
Multiple Projects</i> |
| ♦ City of Mesa
<i>On-Call Contract with
Multiple Projects</i> | ♦ Maricopa County
<i>On-Call Contract with
Multiple Projects</i> |
| ♦ City of Mesa
<i>On-Call Contract with
Multiple Projects</i> | ♦ Scottsdale Ranch Tennis Club
<i>Locker Room Renovations</i> |
| ♦ City of Glendale
<i>On-Call Contract with
Multiple Projects</i> | ♦ Cherokee Nation of Oklahoma
<i>Wellness Centers</i> |
| | ♦ River City Development
<i>Philtower Rehabilitation and
Conversion Conceptual Design</i> |



Bachelor of
Architecture,
Arizona State
University

JON ANDERSON, RA

Project Architect

40 years of experience | 1 year with GH2

PROFESSIONAL REGISTRATIONS

Registered Architect – Arizona, #77494

PROFESSIONAL BACKGROUND

Jon delivers complex public-sector projects across education, civic, justice, corporate, and athletic sectors. As a seasoned Client Leader, he provides executive oversight with a focus on quality assurance, technical documentation, and schedule management. Jon's leadership combines a strong grasp of project requirements with a collaborative approach to stakeholder engagement. With a career spanning Arizona and California, he has earned the trust of municipalities by guiding large-scale projects from concept through construction with clarity and efficiency.

FEATURED PROJECTS

- | | |
|--|---|
| ♦ Paradise Honors High School
<i>Cafeteria Renovation</i> | ♦ Maricopa Community
College District
<i>Health Sciences
Building Renovation</i> ** |
| ♦ Holbrook Unified School District
<i>Gym Renovation</i> | ♦ Maricopa County
<i>Early Disposition
Courtroom Facility</i> ** |
| ♦ Paradise Honors High School
<i>Gym Renovation</i> | ♦ City of Gilbert
<i>Public Safety Building</i> ** |
| ♦ Alhambra School District
<i>Multiple Campuses and
Modernization Projects</i> ** | ♦ City of Page
<i>Public Safety Building</i> ** |
| ♦ Tempe Union High School District
<i>Multiple Upgrades
and Additions</i> ** | ♦ Maricopa County Library District
<i>Southeast Regional Library</i> ** |
| ♦ Liberty Elementary School District
<i>Multiple Elementary Schools</i> ** | ♦ Maricopa County Library District
<i>George C. Campbell
Regional Library</i> ** |
| ♦ Roosevelt Elementary
School District
<i>Multiple Elementary Schools</i> ** | |

** project completed with
previous firm



RYAN MAVES

Landscape Designer

10 years of experience | 5 years with GH2

Bachelor of
Landscape Architecture
Arizona State University

PROFESSIONAL BACKGROUND

Ryan serves as the landscape designer in the Arizona office. His extensive knowledge in design, construction document preparation and project management are assets to the landscape architecture team. He is exceedingly familiar with the opportunities and challenges of designing for a desert landscape.

FEATURED PROJECTS

- | | |
|---|---|
| ◆ City of Mesa - "The Post"
<i>Historic Post Office Rehabilitation</i> | ◆ Cherokee Nation
<i>Stilwell Wellness Center</i> |
| ◆ City of Mesa
<i>Neon Garden at The Post</i> | ◆ Cherokee Nation
<i>Kenwood Community Center</i> |
| ◆ Maricopa County
<i>Maricopa County Kids Club</i> | ◆ Cherokee Nation
<i>Marble City Community Center</i> |
| ◆ Maricopa County
<i>New Library Distribution Center</i> | ◆ Cherokee Nation
<i>Early Head Start
Childcare Center</i> |
| ◆ City of Mesa
<i>On-Call Contract with
Multiple Projects</i> | ◆ Cherokee Nation Businesses
<i>Child Development Center</i> |
| ◆ City of Glendale
<i>On-Call Contract with
Multiple Projects</i> | ◆ YMCA of Greater Tulsa
<i>Anne & Henry Zarrow YMCA</i> |
| ◆ Town of Gilbert
<i>On-Call Contract</i> | ◆ Counseling and Recovery
Services of Oklahoma
<i>Office Renovation</i> |
| ◆ City of Surprise
<i>On-Call Contract</i> | ◆ Northeast Tech
<i>Pryor Campus Entry Landscape</i> |
| ◆ City of Buckeye
<i>On-Call Contract</i> | ◆ TTCU Federal Credit Union
<i>Pryor Container Branch</i> |
| ◆ Muskogee Public Schools
<i>Multiple Elementary Schools</i> | ◆ City of Broken Arrow
<i>Fire Station No. 7</i> |
| ◆ Tulsa Tech
<i>Technical Trades Building</i> | ◆ City of Broken Arrow
<i>Fire Station No. 8</i> |



LUZ GUTIERREZ

Interior Designer

5 years of experience | 1 year with GH2

Bachelor of
Interior Design
Miami Dade College

PROFESSIONAL BACKGROUND

Luz has a well-rounded background in residential and multifamily kitchen design, senior living communities featuring hospitality-style amenities, and a growing portfolio in the hospitality sector. Luz's ability to design for both lifestyle and operational needs makes her well-equipped to contribute to municipal projects.

FEATURED PROJECTS

- | | |
|--|---|
| ♦ Maricopa County
<i>Maricopa County Kids
Club Rehabilitation</i> | ♦ City of Mesa
<i>On-Call Contract with
Multiple Projects</i> |
| ♦ Maricopa County
<i>Library Distribution Center</i> | ♦ City of Buckeye
<i>On-Call Contract with
Multiple Projects</i> |
| ♦ Gila County
<i>City of Globe
Michaelson Building Renovation</i> | ♦ Town of Gilbert
<i>On-Call Contract</i> |
| ♦ City of Casa Grande
<i>Community Recreation Center
Lobby Redesign</i> | ♦ City of Surprise
<i>On-Call Contract</i> |
| ♦ City of Mesa
<i>Facilities Management
Remodel Standards</i> | ♦ Link at Douglas
<i>Multi-Family Kitchen Design **</i> |
| ♦ City of Mesa
<i>Municipal Office Space
Interior Redesign</i> | ♦ Morning Star Holly Park
<i>Senior Living Facility **</i> |
| ♦ The Grand
<i>Art Clubs Building</i> | ♦ Brookmeadow at Cobb Corner
<i>Senior Living Facility **</i> |

***project completed
prior to joining GH2 Architects*



TOWN OF CHINO VALLEY

ADDENDUM NO. 1

RFQ – FY 2026 On-Call Professional Services

SOQ Due Date: December 30, 2025
Time: 2:00 P.M., MST
Place: Town Clerk
202 North State Route 89
Chino Valley, AZ 86323

Make all revisions to the request for qualifications document stated herein. Insofar as the original request for qualifications are at variance with this Addendum, the Addendum shall govern.

This Addendum consists of 6 page(s).

RFI RESPONSES:

1. **Question:** Would the Town consider modifications to Section 12 of its On-Call Professional Services Agreement? As currently written, the indemnification provision appears to exceed the limitations set forth in A.R.S. §§ 34-226 and 41-2586, which govern the indemnification and defense obligations of design professionals. To ensure the Agreement aligns with statutory requirements, we respectfully request that the Town consider the following revisions in the event of an awarded contract.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. **Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to defend, indemnify or hold harmless an Indemnified Party in**

2026 Hourly Rates

Principal	\$ 230
Senior Architect	\$ 175
Architect	\$ 170
Architectural Designer	\$ 120
Senior Interior Designer	\$ 150
Interior Designer	\$ 110
Senior Landscape Architect	\$ 160
Landscape Designer	\$ 115
Cost Estimator	\$ 160
Clerical	\$ 80

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAST ARCHITECTS**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Last Architects, LLC, an Arizona limited liability company (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for architect services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Last Architects 515 E. Grant Street Suite 109 Phoenix, Arizona 85004 Attn: Brad Lang

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

LAST ARCHITECTS, LLC,
an Arizona limited liability company

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAST ARCHITECTS

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAST ARCHITECTS

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAST ARCHITECTS

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAST ARCHITECTS

[Work Authorizations]

See following page(s) (to be attached after execution).

SOQ - FY 2026 On-Call Professional Services

To: **Town Clerk**
202 North State Route 89
Chino Valley, Arizona 86323

Re: **Town of Chino Valley | SOQ - FY 2026 On-Call Professional Services | Category 4 - Architecture**

Dear: Esteemed Members of the Selection Committee,

It is with great excitement that we submit our qualifications for the Town of Chino Valley's On-Call Architectural Service Contract and present our firm, LAST Architects. We are a multi-discipline architecture, planning, and interiors practice founded on the belief that the built environment has the potential to uplift the lives of its inhabitants. With over 35 years of combined experience, Brad Lang and Eric Sterner established LAST to focus on civic life and the public realm. Our commitment to place-making is rooted in a research-focused, collaborative, and performance-based approach. LAST aims to provide integrated design solutions that serve the community and enhance collective memory.

LAST takes pride in transforming project constraints into their ultimate design trajectory and meaning. From our experience, we know that overlaps in space, program, form, budget, and materials are key drivers for successful project completion. These constraints also serve as operational boundaries that reveal project opportunities. Additionally, we are mindful of the current economic climate and design accordingly. By leveraging our valued relationships with local contractors and fabricators, we stay informed about market trends and lead times, allowing us to design responsibly and create purposeful, impactful work.

We admire and invite a continued open dialogue during our design process to carefully curate a response that not only meets the needs of the project but also capitalizes on the locality of place. This approach has yielded a body of work we are excited to share with you – within you'll find:

- + At Prescott Valley Library, the renovation and envelope remediation of a critical community resource, reversing over a decade of moisture related failures while enhancing the architecture's unique character.
- + The design and master plan for new trailheads and campground along the Boulders Loop Trail honoring Payson's pioneering history by utilizing local materials and building techniques.
- + The adaptive reuse of a former charter high school has transformed it into the Southwest Autism Research & Resource Center's latest Community School campus, supporting autistic youth aged 15 months to 5 years and their families.
- + The 9-acre park master plan in Somerton, Arizona, draws on the city's agricultural heritage to establish a unique community identity while addressing critical needs related to growth and water management.
- + Emphasizing health and wellness, the amenity-rich Granite Dells Park uses durable materials and creative design to support community engagement and youth involvement.

LAST Architects is prepared to partner with the Town of Chino Valley to address your critical needs. We understand the diverse range of projects municipalities must undertake and recognize the importance of extending the life of a county's building stock for the long-term viability of Capital Improvement and Operation and Maintenance budgets. Our work demonstrates that we find meaning in both simple and complex projects, across all scales and budgets, whether they involve existing structures or new constructions. As citizen-architects, we are eager to contribute to our region and provide solutions that have lasting impact and purpose. We are ready to tackle the challenges you face together.

Sincerely:



Brad Lang, AIA
Principal | Co-Founder
LAST Architects
(480) 570-5296
brad@lastarchitects.com



Eric Sterner
Principal | Co-Founder
LAST Architects
(610) 570-5573
eric@lastarchitects.com

LAST Architects acknowledges RFQ - FY 2026 On-Call Professional Services including all issued addenda, and confirms compliance with all submission requirements and evaluation criteria.

A.2 VENDOR INFORMATION

GENERAL INFORMATION

LAST Architects, LLC
515 E Grant Street Suite 109
Phoenix, AZ 85004

Legal Type | LLC
EIN | 86-197-9450

OWNERS OF LAST Architects, LLC

Brad Lang | Co-Founder, Principal
Eric Sterner | Co-Founder, Principal

CONTACT INFORMATION

Brad Lang | Co-Founder, Principal
480.570.5296
brad@lastarchitects.com

DISCIPLINES

Specialty
ADA Compliance, Code Review and Life Safety Analysis, Community Outreach and Stakeholder Engagement, Historical Preservation and Adaptive Reuse, Grant Support and Agency Coordination, Facility Assessments and Feasibility Studies

Architecture
Architectural Design (New Construction and Renovation) Interior Architecture, Space Planning Sustainable and High-Performance Design, Building Envelope Evaluation, Constructibility and Phasing Analysis

Facilities and Municipal Buildings
Municipal Facilities Planning, Existing Facility Condition Assessments Renovation, Expansion, Repurposing Operations Buildings, Maintenance and Service Facilities

EXPERIENCE EMPHASIS

Architecture

ARIZONA PROFESSIONAL LICENSES

AZ Firm Technical Registration #23327
ACC Business License #23182087

A.3 VENDOR LOCATION

Phoenix:
515 E Grant St | Suite 109
Phoenix, AZ 85004

A.4 VENDOR GENERAL DESCRIPTION

LAST Architects

last

[last, lahst]

verb (used without object)

to go on or continue in time:

to continue unexpended or unexhausted; be enough:

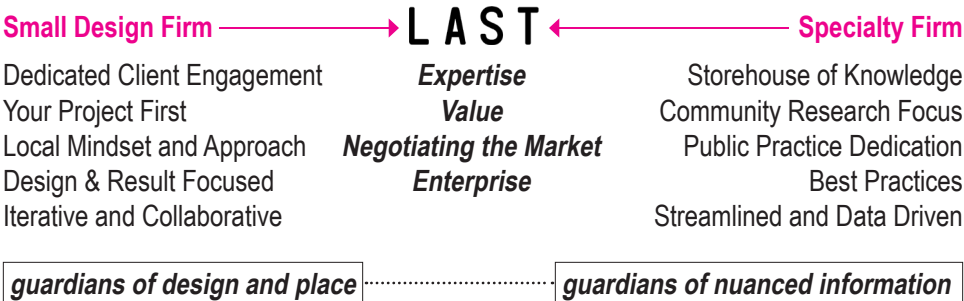
to continue in force, vigor, effectiveness, etc.:

to continue or remain in usable condition for a reasonable period of time

Established in early 2021, LAST Architects is a partnership formed by a shared belief in the potential of the built environment to uplift the lives of its inhabitants. With over 35 years of combined experience, Brad Lang and Eric Sterner established LAST as a practice dedicated to civic life and the public realm. Through a commitment to place-making rooted in a research-focused, collaborative, and performance-based approach, LAST seeks integrated design solutions in service of community and collective memory.

- + As a design partner, **LAST promotes a process of engagement**, facilitating conversations between all project constituents.
- + **LAST distills, merging seemingly disparate sets information** – from cultural & historical to financial & legal, into cohesive project frameworks.
- + **LAST reveals, discovering design solutions greater than our preconceptions**, devised to amplify meaning and clarity.

At LAST, sustainable solutions are inherent to our process – with each project, **we strive for meaning and purpose derived from the opportunity of place – designed to last, to the last detail, for a lasting impact.**



The Right Project at the Right Time

As both a small design and specialty research firm of community architecture, the Town of Chino Valley will benefit from working with seasoned professionals with a deep portfolio of challenging and complex buildings that have stood the test of time. **We have the ability to immediately mobilize to focus on your project needs. We stand ready to ensure the timely design and quality that your project demands.**

A.5 VENDOR TERMINATION

No contracts have been terminated in the last 5 years.

A.6 VENDOR CLAIMS

No claims have been made against LAST or any of their consultants.

A.7 VENDOR INFORMATION FORM

Signed Vendor Information Form attached in Appendix.

B | EXPERIENCE AND QUALIFICATIONS OF THE VENDOR

LAST is uniquely positioned as a small firm to work directly with Arizona communities to deliver high caliber public projects. HERE'S HOW WE DO IT:

Comprehension of Goals and Objectives | Architecture

On-call contracts hold special interest for us. LAST Architects was conceived in the historic tradition of the architect as master-builder, a great generalist not bound by building type. As a community focused practice, on-call contracts combine our range of experience with publicly meaningful projects. Our approach is tailored to deliver projects across a variety of scales and program types. We are a design and research-based practice which means our success has often come with projects facing challenging issues, whether they be spatial, programmatic, or budgetary. Our methods uncover root problems and synthesize solutions that create projects whose impact is greater than the sum of their parts. To achieve this, our process is collaborative, engaged, and iterative.

Town of Chino Valley Selected Categories/Subcategories

Specialty Services General

- 1 ADA Compliance
- 2 Code Review
- 3 Community Outreach
- 4 Historical Preservation

Architectural Services Facilities

- 5 Architecture - Interior Design
- 6 Architecture - Sustainable Design
- 7 Site - Master Planning
- 8 Site - Sports Fields
- 9 Site - Lakes / Water Bodies
- 10 Site - Amenities / Recreation
- 11 Site - General
- 12 Site - Trails
- 13 Facilities - Master Planning
- 14 Facilities - Condition Assessment
- 15 Facilities - Buildings (new build)
- 16 Facilities - Buildings (reno/repurpose)

Quick Facts:

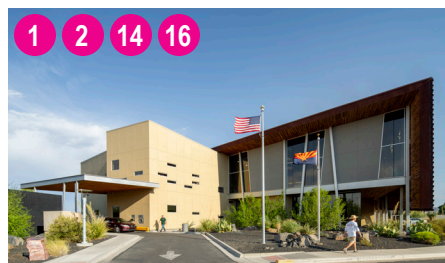
PRACTITIONERS IN THE PUBLIC REALM

As a practice rooted in community and the public realm, our team has devoted their careers to working on publicly funded projects at the local, state, and federal levels. We understand the responsibility that comes with stewarding public resources and take pride in the professionalism and dedication we bring to every project—reflecting positively on all stakeholders. We find deep fulfillment in partnering with communities to address their most pressing needs while helping to strengthen the very foundation on which they are built.

Municipalities Served

- + Town of Prescott Valley
- + Town of Payson
- + Town of Marana
- + Lake Havasu City
- + City of Phoenix
- + City of Tucson
- + City of Avondale
- + City of Surprise
- + City of Goodyear
- + City of Mesa
- + Town of Gilbert
- + City of Somerton

LAST Architects | Selected Project Examples



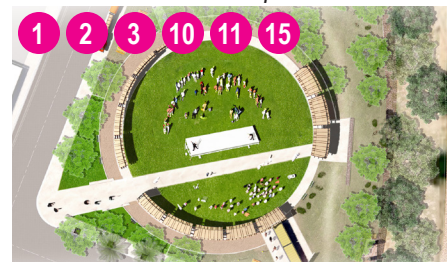
Prescott Valley Library Remediation



Granite Dells Park Complex



Boulder Area Trailheads



Lake Havasu Downtown Catalyst



SARRC Mesa Campus



Sirrine House



West Somerton Master Plan



Cottonwood City Hall

B | EXPERIENCE AND QUALIFICATIONS OF THE VENDOR

B.2 Challenges Encountered

On-call Contracts are unique in that assignments are varied and multiple. Major issues to consider concern this multiplicity and the types of work required. Design studies, test fits, and other research-based needs are often addressed through on-call contracts. The selected firm must be adept at not only organizing themselves, but have processes in place to quickly uncover potential avenues for exploration or develop preliminary plans for pricing. Additionally, experience with existing building projects – adaptive reuse, tenant improvements, and additions are key, as on-call projects are a primary vehicle to extend the lives of a municipalities building stock. LAST Architects combines a research-based and options approach with a deep portfolio of existing and new builds.



Issue | Approach for providing quick turn-around times to inquiries

On-call inquiries often require early design input. LAST embraces the immediacy of the charrette. Through a short, but intense engagement on a particular issue, we can quickly discover potential ways forward while uncovering conflicts and constraints. This work does not allow perfection to be the enemy of progress. The goal is to quickly amass a body of work to allow for informed decision-making.

B.3 Multiple Tasks Approach

Issue | Managing multiple task assignments under the On-Call Contract

*LAST Architects was formed in the shared belief that architects and design professionals embrace the multitude of professional services we engage in. Our practice eschews narrow specialization that separates the Owner from the work product. Our leaders revel in the execution of the work as much as the conceptualization and planning. While each of your proposed team has their strengths, those strengths do not come at the expense of disengagement. **We are an interconnected network who work directly with our design partners to best serve the project and ultimately the Owner and users.***

*"LAST is exceptional with not only their professional architectural skill, but also with the attributes that make working together a joy. **Their communication has been professional and timely, their interpersonal engagement has been professional but comfortable, and their work product has been of the highest caliber.**"*

Jennifer Smith, MBA, MS, C.Ped
MHA Board Member and K-12 Chair
MHA Foundation

LAST Specialty and Focus

1 Adaptive Reuse & Renovation

Collectively, LAST shares a passion for working with existing buildings. The ethical prerogative to extend the life of buildings only adds to the enjoyment of the challenge they bring. Our portfolio is highlighted by many key renovation projects of prominent and public buildings.



On-Site Charrette



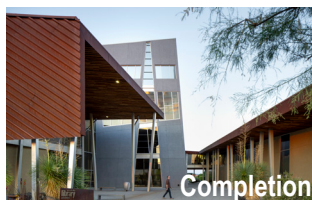
Space Readapted

2 Facade Repair and Remediation

Specifically in the area of building renovation, LAST has completed multiple facade remediation projects on major public, institutional, and commercial buildings. These projects involve enclosure analysis, remediation strategies and recommendations, and their implementation. This work extends the life of the building by improving safety, functionality, and appearance.



Construction



Completion

3 Programming, Test Fits, & Conceptual Design

Our approach is collaborative, focusing on listening and asking questions first. Capital projects represent a significant investment of time and resources, making it essential that the work is grounded in a robust pre-design effort that lays the foundation for success. Information gathering, understanding, and testing are key to securing early buy-in and garnering project support from the outset.



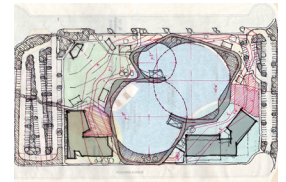
Program Test Fits



Option Exploration

4 Master Planning

LAST revels in imagining the future of the communities we serve. Master planning plays a crucial role in analyzing and understanding the challenges faced by growing communities. Through our engagement practices and distillation processes, we develop plans that are both robust and flexible, allowing them to maintain momentum and adapt to financial and political changes.



Final Park Master Plan

Town of Prescott Valley

Prescott Valley Library Remediation

Project Description:

The Prescott Valley Library, both prominent and admired, serves Prescott and its surrounding areas. Unfortunately, after 10 years of use, the library experienced several envelope failures that required redesign and reconstruction. It was important to maintain the building's existing language, as the community was proud of its presence and inherent identity. The LAST team, along with engineering consultants, provided an assessment and a comprehensive drawing package for the remedial work. This included a complete redesign of the exterior assembly, addressing elements such as waterproofing, glazing, sealants, and site work, among other necessary changes.

Client: Town of Prescott Valley

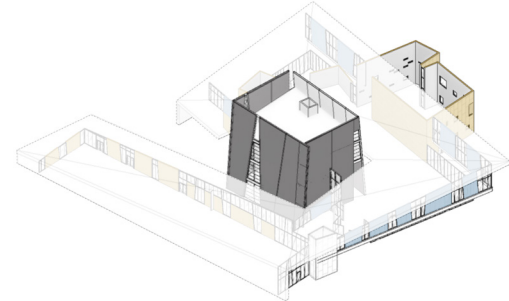
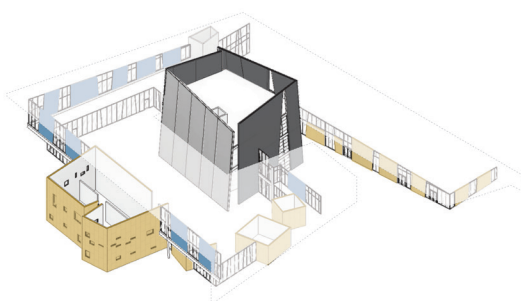
Contact: Casey Van Haren | Community Director
cvanharen@prescottvalley-az.gov
(928) 759-3061
7501 E Skoog Blvd
Prescott Valley, AZ 86314

Services: ADA Compliance, Code Review, Building Assessment, Building Renovation, Envelope Assessment and Repair

Schedule: Design Start | June 2021
Construction Start | April 2022
Construction Completion | May 2024

Project Relevance

- + Existing building necessitated re-imagining of envelope and space to perform for the community.
- + Full assembly assessment and as-built creation for owner team with cost estimate review to adjust scope.
- + Building assessed with codes for updates needed for energy and life safety.
- + Replacement and redesign necessitated re-work of existing spaces for new interior uses and needs.



Remediation Areas Defined

Black Fiber Reinforced → EIFS System
Cementitious Panel

Perforated Galvalume → EIFS System
Metal Panel

Insulated Polycarbonate → EIFS System
Panel



Roof Terrace



Exterior Approach



Courtyard Walkway Entry



Completion



B | EXPERIENCE AND QUALIFICATIONS OF THE VENDOR

Southwest Autism Research and Resource Center

Kathryn G. Bosco Mesa Campus TI

Project Description:

The Southwest Autism Research & Resource Center (SARRC) is an internationally recognized nonprofit organization dedicated to innovative research, evidence-based practices, effective training, and building inclusive communities for individuals with autism and their families. Located in Mesa, AZ, the new Kathryn G. Bosco Campus features a community school for children aged 15 months to 5 years, as well as administrative spaces for the Comprehensive Behavioral Program. Situated within a 15,000 square-foot existing charter school, the campus includes four functional classrooms, one teaching classroom, administrative offices, meeting rooms, conference rooms, and a large gathering area.

Client: Southwest Autism Research and Resource Center

Services: Programming, ADA Compliance, Code Review, Building Assessment, Interior Renovation, Construction Administration

Contact: Jennifer Burwell | VP Operations
(602) 340-8717
jburwell@autismcenter.org

Schedule: Design Start | January 2023
Construction Start | June 2023
Construction Completion | December 2024

2165 N Power Road
Mesa, AZ 85215

Project Relevance

- + Tenant improvement re-design and working with existing infrastructure to update, repair, and expand facilities to meet new programmatic needs/uses.
- + Infrastructure and envelope repair to existing building that had overdue maintenance from a previous user/tenant.
- + Project was delivered using a design-build method. LAST worked closely with the contractor to deliver a well-coordinated and constructible drawing set.
- + Fast-paced tenant improvement that required coordinated and detailed drawings in a short period of time.

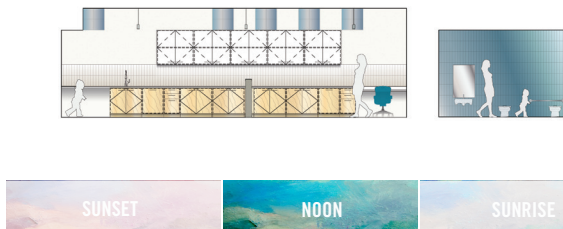
Working Plan



Material Concept + Palette



Classroom + Restroom Elevations



Programming Charrette

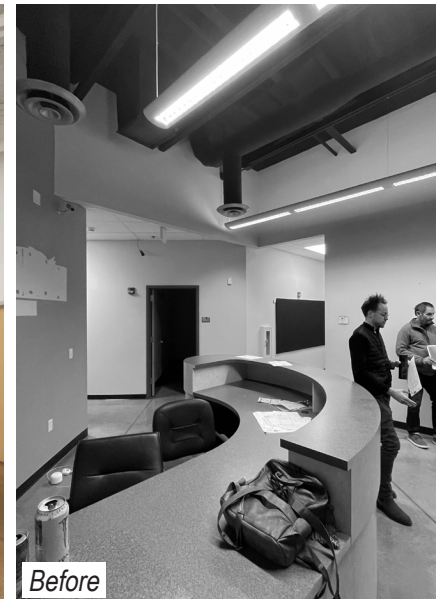


Interior Work Session

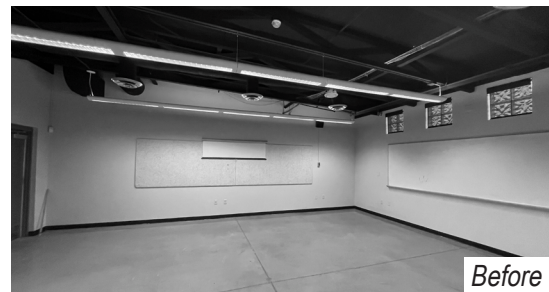
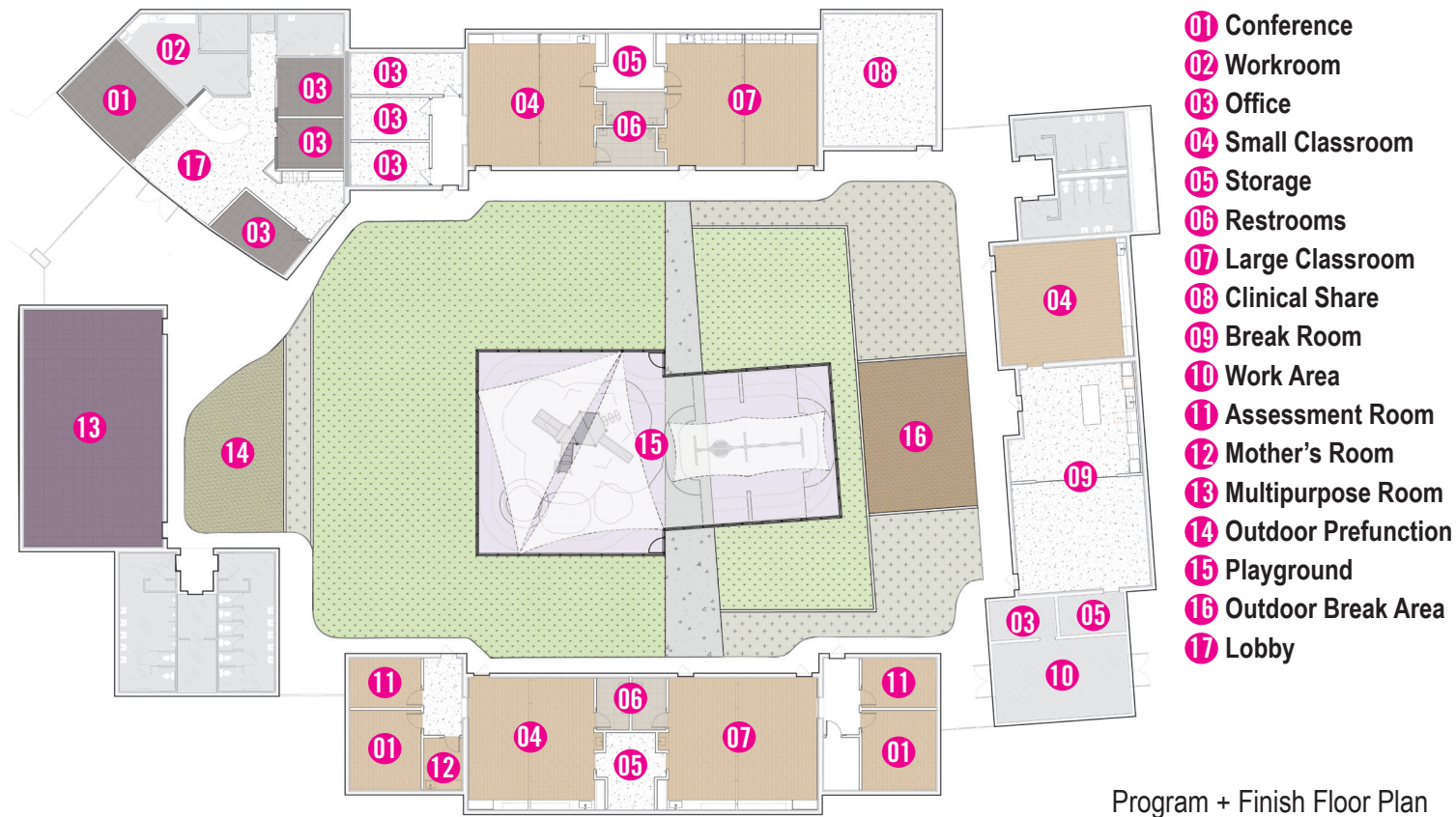
LAST collaborated closely with SARRC team members to define and refine clear project objectives through all phases of design, which were reviewed and showcased in multiple in-person design charrettes. Together, the team developed a design that best exemplified SARRC's vision and the facility's needs.



Lobby/Reception



Before



NFF & US Forest Service

Boulder Area Trailheads and Campgrounds

Project Description:

Situated off Granite Dells Road, LAST master-planned over 22 acres for the National Forest Foundation (NFF) and the USDA Forest Service (USFS). Drawing inspiration from Payson's rich pioneering history, the design incorporates familiar building elements and materials that reflect local expertise and availability. Wooden members create both horizontal and vertical overhangs, providing protection from the elements and a space for visitors to gather and learn before embarking on a trail. Local stone clads the walls, enhancing the structure's permanence while minimizing maintenance for NFF and USFS. The Trailhead's simple form offers flexibility in design, allowing it to adapt to specific site constraints and forces.

Client: National Forestry Foundation /
USDA Forest Service

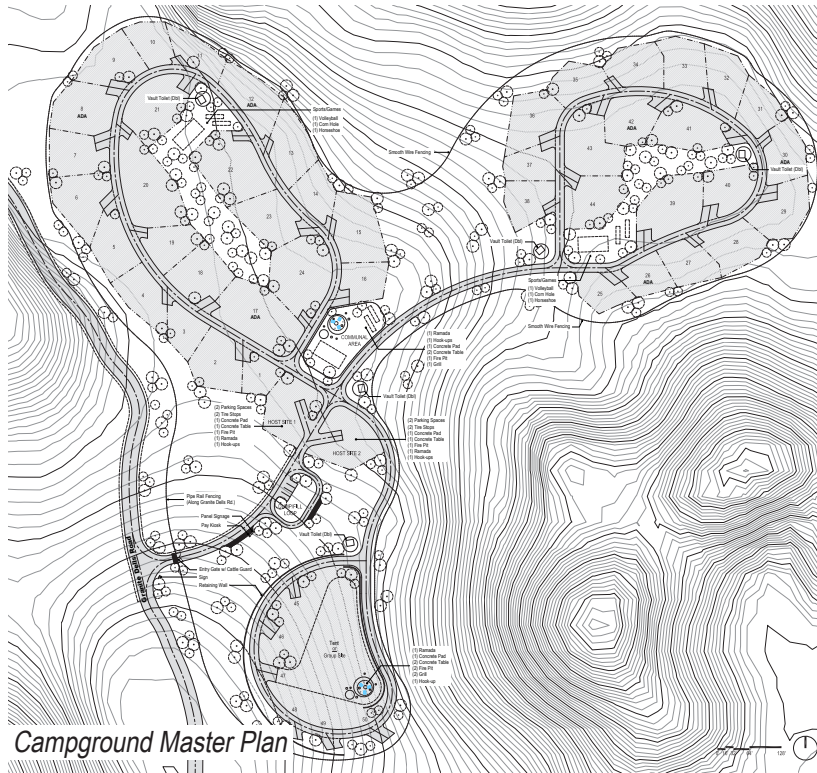
Contact: Angela Abel | Recreation Manager
(304) 646-8805
angela.abel@usda.gov
1009 AZ-260
Payson, AZ 85541

Services: Master Planning, Site Investigations,
Cost Estimates, Vertical Element
Design, Existing Site Assessment

Schedule: Design Start | June 2023
Construction Start | TBD
Construction Completion | TBD

Project Relevance

- + Master planning and programming of a local Payson site necessitating regional design and understanding.
- + Cost-effective design and material appropriateness to local climate with minimal maintenance as driver of material selection.
- + Conceptual design and planning for a phased construction package.
- + Coordination and understanding of Payson permitting requirements and adjacent ongoing roadway improvements.



Rim Country Educational Foundation

Granite Dells Park Complex Structures

Project Description:

Located in the Granite Dells in Payson, AZ, the Granite Dells Park Complex occupies a 24-acre parcel designed to offer essential outdoor amenities and recreational opportunities to the Town of Payson. Featuring public sports fields and a strong focus on health and wellness, the master plan for Granite Dells Park will eventually incorporate educational resources and housing. Beyond meeting functional needs, the park's building elements are crafted from durable materials and employ creative methods to encourage public, particularly youth, involvement, fostering a sense of equity and ownership within the community.

Client: Rim Country Educational Foundation

Contact: Jennifer Smith | President
jennifer@ruraled.org
(928) 978-1107
431 Beeline Hwy S
Payson, AZ 85541

Schedule: Design Start | November 2022
Construction Start | July 2023
Construction Completion | Anticipated 2026

Services: Master Planning, Site Investigations,
Cost Estimates, Vertical Element
Design, Construction Administration

Project Relevance

- + Cost conscious design thinking and subsequent informed decision making has defined an obtainable phased construction
- + The park has been designed to not only give ADA access to all areas in the park but amplifies the guidelines of accessibility compliance.
- + Storage and equipment structures are included in overall park design with civil heavy coordination due to site topography and water management.

Local Payson youth aid in the construction process



LAST defining project objectives and opportunities with ownership



Master Plan of Granite Dells Park



Ramada Sited at Recharge Streams



Local Payson Construction Conditions



Grand Ramada Picnic Area



Trailhead Picnic



Trailhead Event Use

City of Cottonwood

Municipal Center Visioning, Programming, & Planning

Project Description:

The Cottonwood Municipal Center presents unique and compelling challenges driven by essential programmatic needs. We believe that architecture plays a critical role in shaping community identity, and as such, the spaces within our government buildings must reflect and uphold the representative ideals they serve. As a building type, the municipal center should welcome, support, reassure, and advance the community, embodying the people and place it represents. By fostering a dynamic, collaborative environment within, we can elevate the public's perception of the building from the outside. Located at 635 N. Main Street, the new Center will house a Common Public Area, Shared Support Services, and departments including the City Clerk, Legal, Administration, Finance and Purchasing, Human Resources, IT, Public Works and Engineering, Utilities, and Community Development and Support.

Client: City of Cottonwood

Contact: David Hausaman | Public Works Director
(928) 340-2767
dhausaman@cottonwoodaz.gov

1490 W Mingus Ave
Cottonwood, AZ 86326

Services: Programming, Building
Assessment, User Group
Coordination, Stakeholder
Facilitation, Schematic Design

Schedule: Visioning Start | September 2022
Programming | November 2022
Concept Completion | February 2023

Project Relevance

- + Large user group (25+) with needs to bring together 15 different departments, each requiring distinct types of programmed spaces.
- + User-group project charter development and programming to support stakeholder buy-in fostering unifying purpose during design negotiations.
- + Interior design of office, training, and public areas that balances security with an informative and welcoming experience.
- + Conduct multiple programming meetings to verify costs and space requirements before schematic design, ensuring a full understanding of project intent.

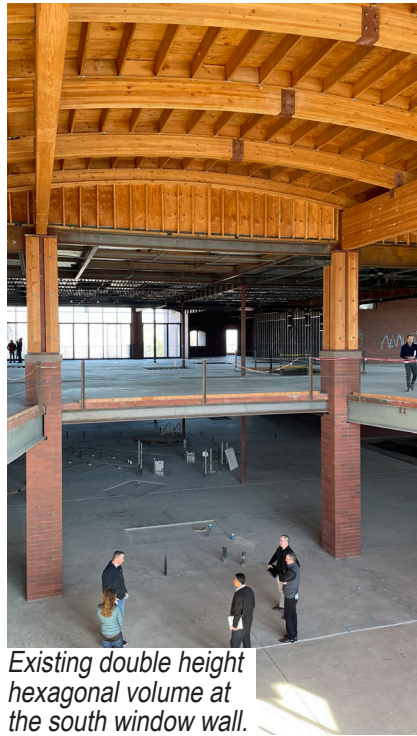


Building Frontage on Main Street



2nd floor window wall and arched roof could define collaborative areas to preserve these elements for communal benefit.

Early spatial investigations of the existing building were conducted to gain insights into the structure's organizational potential



Existing double height hexagonal volume at the south window wall.

Their approach to visioning was both creative and pragmatic, enabling us to develop a clear and compelling direction that reflects our community values and operational objectives. The programming work was equally strong—thorough, insightful, and marked by a collaborative spirit that made them a trusted partner throughout the process.

David Hausaman
Public Works Director

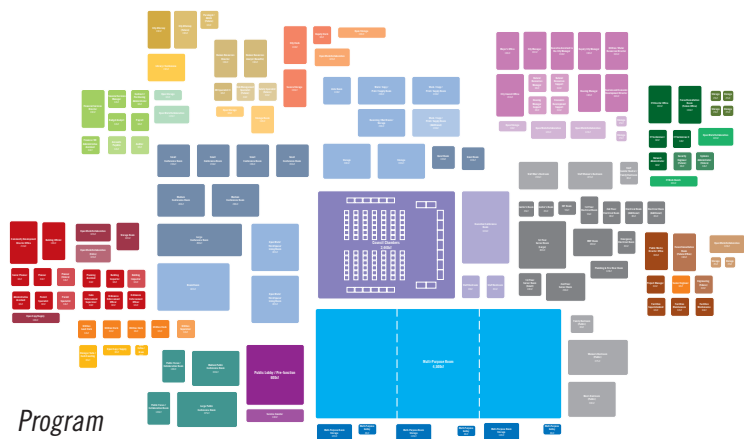
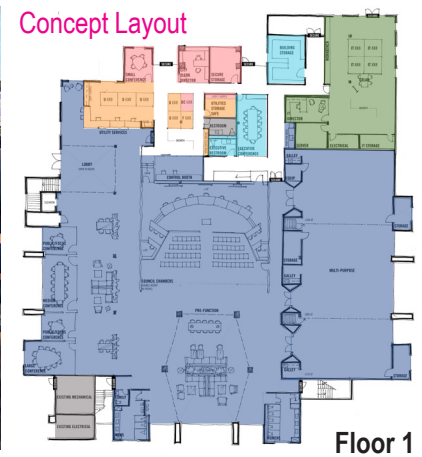
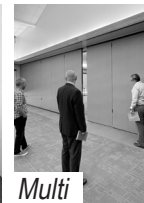


From your Visioning Deck, select the images and words that best exemplify the ideals and aspirations of this place and community.



Program Development | Departmental Observation & Interviews

LAST conducted a thorough investigation of the existing space and operations, complemented by a series of departmental and stakeholder interviews, to develop the program for the new Municipal Center. This program was then evaluated against current building conditions during a hands-on space planning workshop, where the design team and stakeholders could quickly test and visualize various approaches.



City of Lake Havasu

Lake Havasu City Downtown Catalyst Canopy

Project Description:

Lake Havasu City and the Partnership for Economic Development, in an effort to attract and retain more permanent residents, seek to provide community-focused infrastructure into the downtown core. The Catalyst Project is envisioned as an economic driver, transforming an underutilized parcel into a daily-use park and outdoor event space. Through bold forms and optimized shading defining a variety of programmable areas, the site is activated into the new hub of downtown Lake Havasu City.

Client: City of Lake Havasu

Contact: Jason Hart | Capital Program Manager
(928) 854-0789
hartj@lhcaz.gov

900 London Bridge Road
Lake Havasu City, AZ 86403

Services: Master Planning, Site Investigations,
Cost Estimates, Vertical Element
Design, Existing Site Assessment

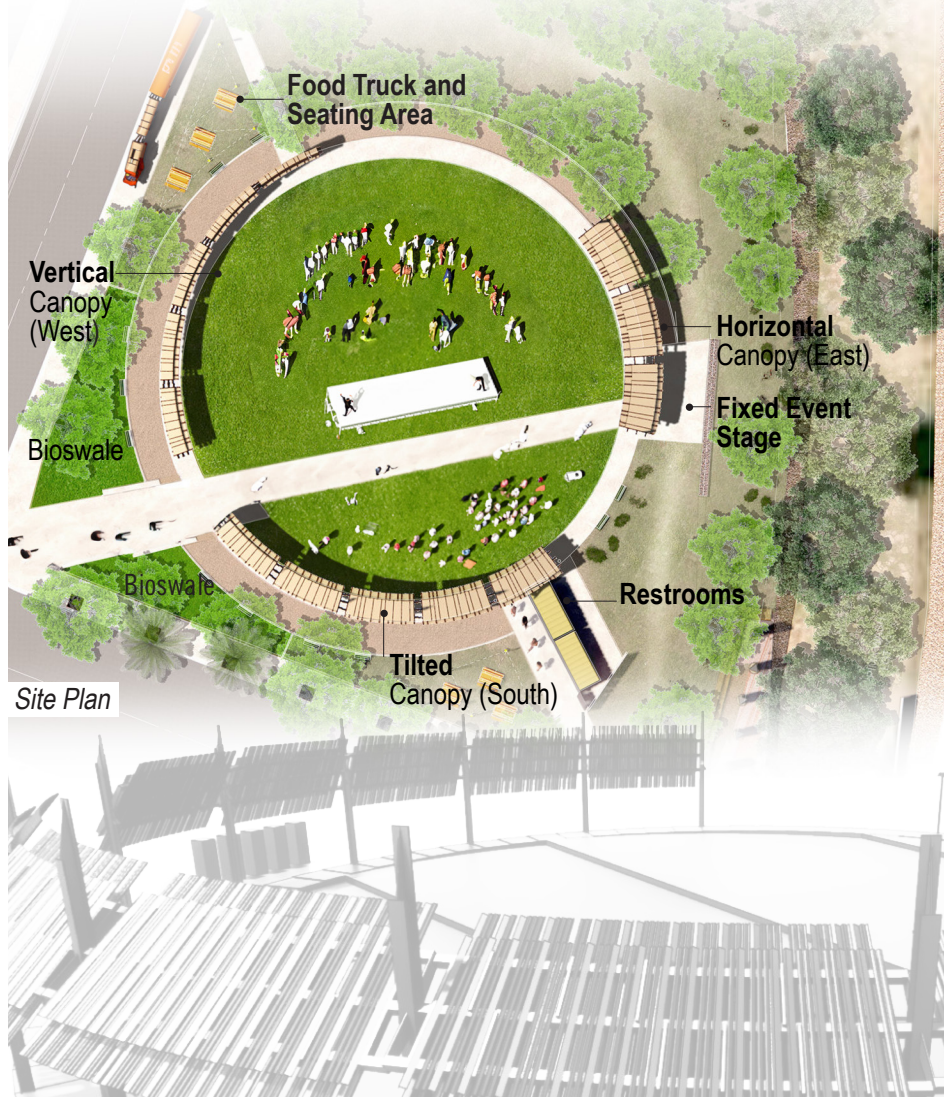
Schedule: Design Start | November 2021
Construction Start | October 2023
Construction Completion | June 2025

Project Relevance

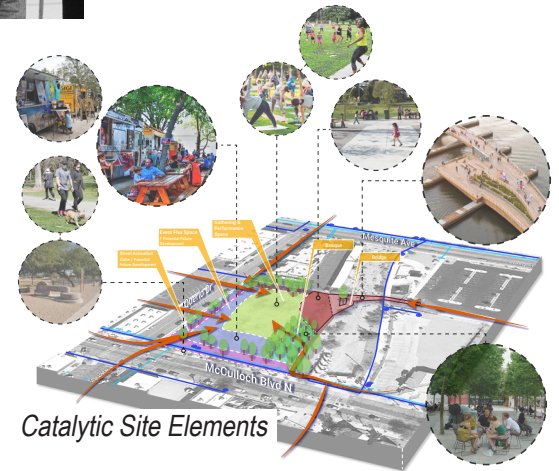
- + Project required a concept visioning phase to gain end-user and owner approvals for fundraising of project.
- + Materials are low maintenance and showcase regionally specific design while working within the expertise of local subcontractors to minimize cost impacts.
- + Concept graphics throughout the design process were developed to be clear and aspirational creating excitement while balancing the realities of cost and feasibility.
- + Shade design required a connection to the region as well as a design that was distilled from an appreciation of place that was affordable and durable.



Concept Visioning Session with Community and Key Personnel



Site Plan



Catalytic Site Elements



Construction Progress



C | STAFF EXPERIENCE, CAPABILITIES, AND ASSIGNMENTS

Architecture LAST ARCHITECTS



Brad Lang, AIA
Project Manager +
Project Architect
Architect | AZ-48485

5 years at LAST Architects
26 years in Architecture

Education

M.S. Adv. Architectural Design
Columbia University

B. Architecture
University of Arizona

ROLES + RESPONSIBILITIES:
ensuring the quality, accuracy, and
compliance of the instruments of
service for the project.

Style & Skills

Collaborative | Thorough | Engaged

Similar Projects and References

- + Cottonwood Municipal Center
David Hausaman | Public Works Dir.
dhausaman@cottonwoodaz.gov
(928) 340-2767
- + SARRC Mesa Community School
Jennifer Burwell | VP Operations
jburwell@autismcenter.org
(602) 340-8717
- + Granite Dells Park Complex
Jennifer Smith | President
jennifer@ruraled.org
(928) 978-1107

Current and Potential Commitments

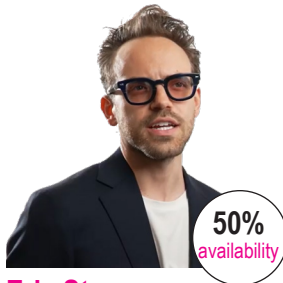
- 20% Mountain View Recreation Center
- 20% Granite Dells Park
- 10% Sirrine House

Qualifications

18 projects working with
communities for public facilities
10+ rural communities served
in the last 5 years



Architecture LAST ARCHITECTS



Eric Sterner
Lead Design + CA

5 years at LAST Architects
14 years in Architecture

Education

B. Architecture
University of Arizona

ROLES + RESPONSIBILITIES:
leading the design effort from
Programming to Construction
Administration with emphasis on
user and community experience

Style & Skills

Creative | Uniting | Passionate

Similar Projects and References

- + Cottonwood Municipal Center
David Hausaman | Public Works Dir.
dhausaman@cottonwoodaz.gov
(928) 340-2767
- + SARRC Mesa Community School
Jennifer Burwell | VP Operations
jburwell@autismcenter.org
(602) 340-8717
- + Granite Dells Park Complex
Jennifer Smith | President
jennifer@ruraled.org
(928) 978-1107

Qualifications

20+ design awards and
publications

Member Arizona Association
for Economic Development

5+ successfully
completed projects in rural
communities in the last year



C.3 ORGANIZATIONAL CHART

Architectural Design Team (all projects)



On-Call Architectural Services

- + Project Manager
- + Town of Chino Valley
- + Town of Chino Valley Community
- + Construction Manager

**LAST Architects maintains sufficient
capacity to support concurrent on-
call task orders without delay.**



**Project Manager +
Project Architect**
Brad Lang, AIA
LAST Architects
50% Weekly (or as
required by task orders)

For efficiency and clarity for
the Town of Chino Valley,
**Brad will serve as the single
point of contact, managing
the flow of information.**



**Lead Design +
Construction Admin**
Eric Sterner
LAST Architects
50% Weekly (or as
required by task orders)

Technical Consultants
(as needed per project)

- + Geotechnical Engineering
- + Civil & Transportation Engineering
- + Landscape Architecture
- + Structural Engineering
- + Mechanical & Plumbing Engineering
- + Fire Engineering
- + Electrical Engineering
- + AV/IT, Security, & Acoustic Design
- + Commercial Kitchen Design
- + Cost Estimating

C.4 QUALITY ASSURANCE / QUALITY CONTROL

LAST Architects uses a structured, repeatable QA/QC process specifically suited to municipal on-call services, where accuracy, consistency, and responsiveness across multiple assignments are critical. Each task is led by Project Manager Brad Lang and executed using standardized workflows, internal checklists, and defined review milestones to ensure compliance with Town of Chino Valley standards and approved scope. All deliverables receive independent senior-level and cross-discipline review prior to submission. Client and agency comments are tracked, resolved, and incorporated into subsequent assignments, minimizing rework, reducing review cycles, and ensuring reliable, high-quality outcomes.

D | PROJECT UNDERSTANDING AND APPROACH

A PLANNING

Our work emphasizes clarity, constructibility, and systems-based thinking, resulting in buildings and spaces that integrate seamlessly with their surroundings and remain effective throughout their lifecycle. For on-call architectural services, LAST Architects operates as an extension of the Town's internal staff. We provide timely, dependable, and clearly scoped professional support for a broad range of municipal needs, including urgent facility assessments, renovations and repairs, planning and programming efforts, and capital project development.

1 The Quality of Quantity

LAST utilizes a variety of digital tools to communicate, iterate, and ultimately construct our projects. Revit, along with several efficiency-enhancing plug-ins, is our primary design software. However, we also frequently use more flexible modeling tools like SketchUp and CAD to rapidly prototype concepts and develop ideas quickly, allowing us to make decisions sooner. This approach enables the team to fully understand the project's potential.

2 Balancing the Digital and Analog

While the capabilities of our digital tools have increased exponentially, we still believe in the power of presence and community. Many of our workshops are held on-site to immerse participants in the space and connect them to the environment. We've found that these workshops are the most effective way to build consensus among the project team and stakeholders. Bringing everyone together for these discussions fosters the dialogue needed to reach agreements efficiently, while also building camaraderie among the team and community.

3 Centralized Sharing

The events of the recent past have accelerated the adoption and testing of various communication and collaboration tools. Online sharing platforms like Miro and Conceptboard have proven invaluable and have become integral to supporting the design process. These digital platforms serve as a repository for working sketches and ideas, creating a rich visual record of project decisions while providing an open space for idea exchange and dialogue.

4 Lean Processes & Integrated Project Delivery)

Philosophically, our approach mirrors Lean construction methodologies. Our goal is to maximize value while minimizing waste. We emphasize teamwork and embrace the collective wisdom of the group. Whether working with CM@R or Open-Bid, we find that instilling the project with Integrated Project Delivery (IPD) principles—such as the early involvement of stakeholders and partners throughout all phases—yields the best results.

B COST ESTIMATING | MANAGEMENT OF OVERHEAD COSTS

Developing and maintaining the Town's budget is essential, and project cost control starts from the beginning. The construction market remains volatile, and it appears this could continue throughout the design of project. A benefit to the Town of Chino Valley that we bring is our current civic work is very similar in scope and scale to the Town's current needs as many of these projects include federal and state funding and include the similar type of support buildings you currently need such as storage and equipment rooms. **With our recent and tested cost figures, and working with the Construction Manager, we can guide the Town of Chino Valley to make sure potential project approaches and their cost implications are understood to make informed project decisions.** As part of that process, we will explore the flexibility of every space to maximize program efficiency. We will work closely with our cost estimator and the CM to plan for escalation in our construction budgets with set aside design and construction contingencies. We will review and parse out the project's hard and soft costs so the team will have a comprehensive understanding of the project's budget allocations before pen ever goes to paper. Our team will review the budget consistently as design solutions are developed to make sure we are creating a financially responsible design while maintaining the Town's overall project goals. We recommend having the CMAR on board early, but know our team has worked together on many relevant public projects to deliver phased cost estimates ensuring milestone confirmation that the project is within the established budget.

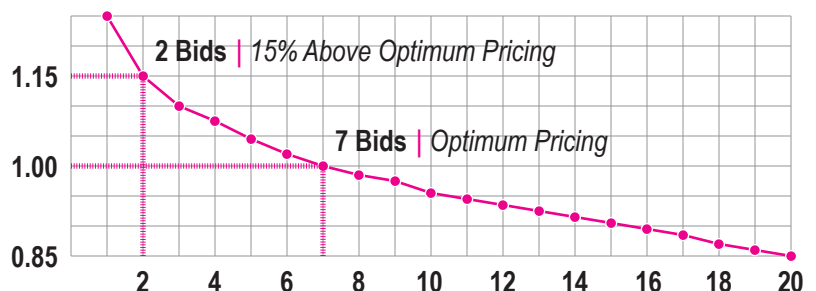
Respect For, and Maintenance of the Budget

- + **BUDGET** | Define and confirm the budget, as this is fundamental to project success.
- + **PLAN** | Develop detailed cost plans that guide and inform critical decisions at each phase.
- + **MONITOR, ADJUST, & IMPROVE** | Milestone estimates at established intervals serve as target checkpoints that allow for critical consideration of project approaches to find additional efficiencies and savings.
- + **REPORT** | Continual updates to Ownership to discuss potential modifications and their ramifications.

Current Market Activity

There are many issues currently impacting the price escalation we're experiencing – labor shortages, heightened project selectivity among large General Contractor's, the impact of multi-billion dollar projects in the Valley, coupled with raw material shortages and supply chain disruptions have combined to create extraordinary escalation and volatility.

Maintaining a competitive bid environment is critical as limiting the pool of subcontractors during the design process can have a significant uplift on overall construction costs.



D | PROJECT UNDERSTANDING AND APPROACH

C SCHEDULING

Our process begins with generating a “master schedule,” one inclusive of the Town of Chino Valley’s critical dates, the A/E team’s work schedule, and the CMAR’s construction schedule. In addition, the master schedule includes the Town’s critical milestones or deadlines and required review times.

An effective project schedule emphasizes the importance of critical responsibilities and decision points for the Design Team. This allows for careful prioritization of design tasks and corresponding staff assignments throughout the process. Furthermore, this allows for identification of critical path decisions required from the Town of Chino Valley, contractor and other Project Team members. We use Microsoft Project, the industry standard scheduling tool, allowing easy sharing with the CMAR and the Town of Chino Valley.

How will we do it? How have we done it?

Plan-Do: → Check-Act:

We involve expertise from all members of the team on day one to coordinate the overall project schedule while identifying and assigning interdependent milestone tasks.

It is critical to look-ahead and allow all project members to keep up to speed regarding project progress and be aware of forthcoming activities related to the overall project responsibilities.

Critical Decision Points to Meet Scheduled Milestones

Timely and informed decision-making is a critical component to project success. Our team comes equipped with decades of experience behind delivering sustainable and aspirational public facilities. From that experience, we see the following as critical to ensure our ability to meet scheduled milestones:

- + Commitment to the upfront work to define and clarify scope. Avoiding vagueness and non-specificity ensures the scheduling effort will succeed.
- + Project schedule reconciliation with Town of Chino Valley committee and stakeholder availability and needed approvals.
- + Understanding the totality of requirements in order to engage various areas of the existing riparian area, specifically soil and flood conditions.
- + Early and poignant CMAR engagement to provide project controls via expertise and experience for constructibility reviews, estimating, and lead times.
- + Reconciliation between applicable Town of Chino Valley standard specifications and codes and the desire to achieve certain sustainability metrics.

D PROJECT MANAGEMENT AND TEAM ORGANIZATION

On-call assignments require a disciplined, task-based management approach that differs from traditional capital projects. LAST Architects manages on-call work through clearly defined task orders, each with an assigned Principal, confirmed scope, approved fee, and established schedule. This structure ensures accountability, rapid execution, and efficient use of Town of Chino Valley staff time.

Task-Based Management and Accountability

Each task order is led by Principal Brad Lang who serves as the Town of Chino Valley’s single point of contact and is responsible for scope control, schedule coordination, quality assurance, and consultant integration. Work proceeds only after written Town authorization, and no scope expansion occurs without prior approval. Items affecting scope, schedule, or budget are identified early and elevated promptly with clear recommendations.

Team Organization and Staffing

Staffing is scaled to the size, complexity, and urgency of each task order. Principals Brad and Eric will remain directly involved throughout each assignment to ensure continuity, responsiveness, and accountability. Team members are assigned based on task requirements, with continuity of personnel maintained across assignments to preserve institutional knowledge.

Subconsultants

When subconsultants are required, LAST Architects leads coordination, defines scope, and integrates consultant work into a single, coordinated deliverable set. Subconsultants are engaged only with Town concurrence, and their work is reviewed to ensure consistency with Town of Chino Valley standards and project objectives.

Quality Control and Risk Management

Quality control reviews are conducted at appropriate milestones to reduce rework, limit downstream changes, and protect the Town of Chino Valley from avoidable cost and schedule impacts. Reviews address technical accuracy, coordination, constructibility, and alignment with approved scope. Potential risks related to schedule, budget, or constructibility are identified early and communicated with recommended paths forward.

Coordination and Documentation

LAST Architects maintains organized documentation for each task order, including decisions, approvals, and deliverables suitable for Town of Chino Valley records. Digital collaboration tools are used to track comments, revisions, and responses, providing transparency and continuity across assignments without unnecessary process.

Scheduling and Delivery

Schedules are tailored to each task order, ranging from rapid-turn studies and evaluations to phased deliverables for more complex assignments. Decision points requiring Town input are clearly identified to support timely review and authorization.

D | PROJECT UNDERSTANDING AND APPROACH

E COMMUNICATIONS

LAST Architects prioritizes clear, consistent, and efficient communication that minimizes administrative burden on Town staff and supports timely decision-making. Our approach is structured, responsive, and scaled to the needs of each on-call task.

Single Point of Contact

Each task order is managed by Principal Brad Lang who serves as the Town's single point of contact. Brad is responsible for coordination, schedule management, consultant integration, and follow-through from task initiation through close-out.

Responsiveness and Availability

- + Acknowledgment of Town inquiries within one business day.
- + Rapid response for urgent or unplanned requests.
- + Clear identification of required Town input and decision points.
- + Proactive communication if scope, schedule, or budget conditions change.

Town-Focused Communication Practices

- + LAST Architects emphasizes communication that is clear, actionable, and respectful of staff time.
- + Concise written summaries following meetings or key discussions.
- + Clear documentation of decisions, approvals, and next steps.
- + Advance notice of items requiring Town review or authorization.

Coordination and Documentation

All communications and deliverables are documented and tracked to ensure continuity and accountability across task orders. Digital collaboration tools are used to organize comments, revisions, and approvals, providing transparent records suitable for Town files.

Public and Elected Official Support

When required, LAST Architects supports Town staff during presentations to boards, commissions, or elected officials. We prepare clear graphics and concise summaries that communicate scope, schedule, cost considerations, and key recommendations in an accessible manner.

Through disciplined communication and defined points of responsibility, LAST Architects provides the Town of Chino Valley with dependable, low-friction architectural support that integrates seamlessly with internal staff operations.

Client Testimonial:

"Brad has the ability to bring the very best out of his clients, guiding them in articulating their vision, which allows him to bring it to life in form and function. Brad listens, adapts and executes in a manner second to none. He truly wants to be a partner in the design process, he is humble in his approach and does not dominate the design decisions, but allows them to come naturally through collaboration. I wholeheartedly recommend him for any project."

Todd Mocabee | Director of Facilities (Former)
Texas A&M University – San Antonio
(210) 629-6562
tmocabee@pamhealth.com

F ANTICIPATED TOWN INVOLVEMENT

- + Town involvement is focused on defined decision points, with background analysis and options prepared in advance to minimize staff time commitment.
- + Communication among participants is the key to maintaining a high quality project. For example, we require bi-weekly status reports from consultants and will respond to questions from both consultants and the Town of Chino Valley in a timely manner.
- + At critical phases, one-on-one reviews will be held between related parties to facilitate a clear understanding of project development. Periodic reviews with the design team will ensure project goals and issues are tracking. Open communication and involvement with the Town of Chino Valley and allied partners will be imperative.

Town Involvement Activities

1 Visioning / Workshops

*Uncovering and establishing project goals is crucial for ensuring future project success. The Project Charter or Project Precepts are established with interactive workshops that focus on root problems at the core of the project's reason for being. These exercises establish a common language across the team uniting purpose **making design decisions empirically driven.***

2 Idea Generation / Concept Framework

*Building upon the project precepts, ideas and approaches are explored iteratively and tested for their efficacy in solving project problems. Through this process, ideas emerge that define a way of thinking about the project in total. **Concept diagrams establish architectural strategies for organizing space and material.** The strongest project frameworks unite the work into a readable whole while still providing flexibility to address issues at a variety of scales and spatial types.*

3 Programming / Planning

*A key aspect of our approach is ensuring programmatic and planning optimization. **Doing more with less has become crucial** with price escalation and supply issues currently affecting the industry. Multi-use space, flex areas, and reconfigurable suites are just a handful of strategies we've employed to bring added value to our client's projects.*

4 Development / Transformation

*As your design partner it is our responsibility and duty to communicate design intent clearly and succinctly so our contractor partners can execute the project vision faithfully. It is our collaborative attitude and detailed approach that have served our clients and their construction efforts well. **The transformative power of design is realized in its execution.***

Appendix



BRAD
LANG, AIA

PRINCIPAL-IN-CHARGE | PROJECT MANAGER
LAST ARCHITECTS

EXPERIENCE
5 years at LAST
23 years in Architecture

STATE OF RESIDENCY
Arizona

EDUCATION
Masters of Science in
Advanced Architectural Design
Columbia University

Bachelor of Architecture
NAAB Accredited 5-year
University of Arizona

REGISTRATIONS
Arizona State Board of Architecture
AZ #48485

"Collaboration is often the best
method for realizing the most
innovative design solutions."



Specific Responsibilities for Town of Chino Valley On-Call

- + Oversight and management of design team with the ability and focus of creating well-coordinated and developed drawings for construction.
- + Attend all meetings and direct project needs to responsible parties while maintaining digital tracking tools used internally for maximum efficiency.

As a Principal at LAST, Brad leads projects with a disciplined focus on schedule, budget, and documentation accuracy. He manages public-sector work where accountability and measurable outcomes are critical, coordinating multi-agency clients, consultants, and user groups with clear decision pathways and minimized risk.

Brad excels at translating technical issues into owner-ready information, reducing unknowns early and protecting against scope drift. His coordinated documents consistently reduce RFIs, change orders, and delays while aligning community priorities with financial realities. City clients rely on his leadership for phased implementation, data-driven evaluation, and project delivery that meets the expectations of councils, committees, and the community.

NOTABLE PROJECT EXPERIENCE:

Granite Dells Park Complex Project Manager | Principal-in-Charge

- 12 Park Structures 24.6 acres Master Planning
- Highly integrated park structures including amphitheater and trailhead
- Enhanced connections to the community and to nature
- Design informed by history, culture, and potential for future growth

Prescott Valley Library Remediation Project Manager | Principal-in-Charge

- Town of Prescott Valley Public Library, Prescott Valley, AZ
- Assessment and Remediation of existing building
- Evaluation of existing conditions, analysis of remediation strategies, and determining ideal resolution
- Creative communication strategies to capture entire scope of work, minimizing change orders

Somerton Master Plan Project Manager | Principal-in-Charge

- 9 acres Master Planning
- Community driven program elements distilled from user-group meetings
- Phased design with deeply-rooted material selections from site
- Sustainable lake design to eliminate irrigation need and recycle adjacent waterway

Lake Havasu Downtown Catalyst Canopy Principal-in-Charge

- Canopy design and Community Outreach for Downtown Infill Lot
- Community driven design and response of a shade canopy
- Phased design with solution specific to events and user activity
- Delivered on-schedule and on-budget

ADDITIONAL RELEVANT EXPERIENCE: * w/ another firm

National Forestry Foundation Trails Master Plan | Payson, AZ Project Manager

Master Plan for trails and campsites in Tonto National Forest

Westin Phoenix Downtown | Phoenix, AZ Lead Designer | Project Architect

Hotel Addition and Renovation*

Herberger Theater Center | Phoenix, AZ Lead Designer | Project Architect

Addition and Renovation*

Texas A&M San Antonio | San Antonio, TX Lead Designer

Academic and Administration Building Ph. II*



ERIC STERNER

PLANNING, DESIGN, &
CONSTRUCTION ADMINISTRATION
LAST ARCHITECTS

EXPERIENCE
5 years at LAST
14 years in Architecture

STATE OF RESIDENCY
Arizona

EDUCATION
Bachelor of Architecture
NAAB Accredited 5-year
University of Arizona

*"Design has the power to amplify
and clarify our questions about
place, purpose and ultimately
ourselves."*



Specific Responsibilities for Town of Chino Valley On-Call

- + Lead and develop design efforts with a special emphasis on maintaining budget and high design output that showcases the best possible outcomes.
- + Consistent emphasis on timely review and seamlessly transitioning design detailing into construction feasibilities and best possible outcomes/reconciliations as they occur.

As a Design Principal at LAST, Eric explores the human connection to the landscape while integrating the theories and practices of psychology, architecture, music, literature, and art into his work. He is responsible for numerous award-winning architectural projects across the Southwest and lectures nationally on design and construction practices, promoting awareness and opportunities for responsible design in the region. Eric's ability to collaborate with diverse user groups and support both the acquisition and development processes of projects has earned praise from the American Institute of Architects, Engineering News Record, and several trade magazines.

NOTABLE PROJECT EXPERIENCE:

* w/ another firm

Southwest Autism Research and Resource Center Mesa
Mesa, Arizona

Lead Designer

Educational Campus with Classrooms and Admin Spaces

- *Tenant Improvement of classroom and admin offices for students with autism*
- *Improvements include building assessment and re-work of major systems. Design schedule was fast-track and overlapped with start of construction for on-time completion*

Business School and Indigenous Cultural Center*

Project & Field Designer

Scottsdale Community College, Scottsdale, AZ

New Cultural Center and Education Facility

- *Varied programs, unified architecturally create meaningful shared public spaces*
- *Campus building that resolves a key master-planning challenge providing a strong, open space terminus*
- *Building design pays homage to a spiritual and well-believed oral tradition*

Avondale Civic Center Visitor Center Avondale, AZ*

Lead Project Designer

New City office building with event center

- *Materiality of new facility seamlessly blends into existing campus*
- *Designed to allow for future expansion*
- *Public vs. Private zones incorporated to become a more intrinsically focused community center*

Boulder Area Trailheads and Campgrounds

Lead Project Designer

Masterplanning and Design of Trail Elements

- *Master Plan and Trailhead design for undeveloped land in Payson, Arizona*
- *Re-evaluated and defined roadway re-work for new master plan*
- *Developed a long-term master plan and design documents for future planning and development goals of the surrounding region*

ADDITIONAL RELEVANT EXPERIENCE:

Prescott Valley Library Remediation | Prescott Valley, AZ
Remediation of a library requiring full exterior wall demolition

Principal Designer

Somerton Master Plan | Somerton, AZ

9 acre Master Plan for growing community

Principal Designer

Granite Dells Park Complex | Payson, AZ

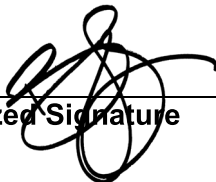
12 Park Structures 24.6 acres Master Planning

Principal Designer

SECTION A

PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

			Vendor's Contact
LAST Architects, LLC			Brad Lang, AIA
Vendor Submitting SOQ			Name
#23182087			Co-Founder Principal
Arizona Corporation Commission File No.			Title
86-1979450			480-570-5296
Federal Tax ID No.			Phone
515 E. Grant Street Suite 109			n/a
Address			Fax
Phoenix	AZ	85004	brad@lastarchitects.com
City	State	Zip	Email
www.lastarchitects.com			
Website			Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? **No**

If yes, please include details and documentation of the certification.

Hourly Rates 2026

Standard Rate Schedule

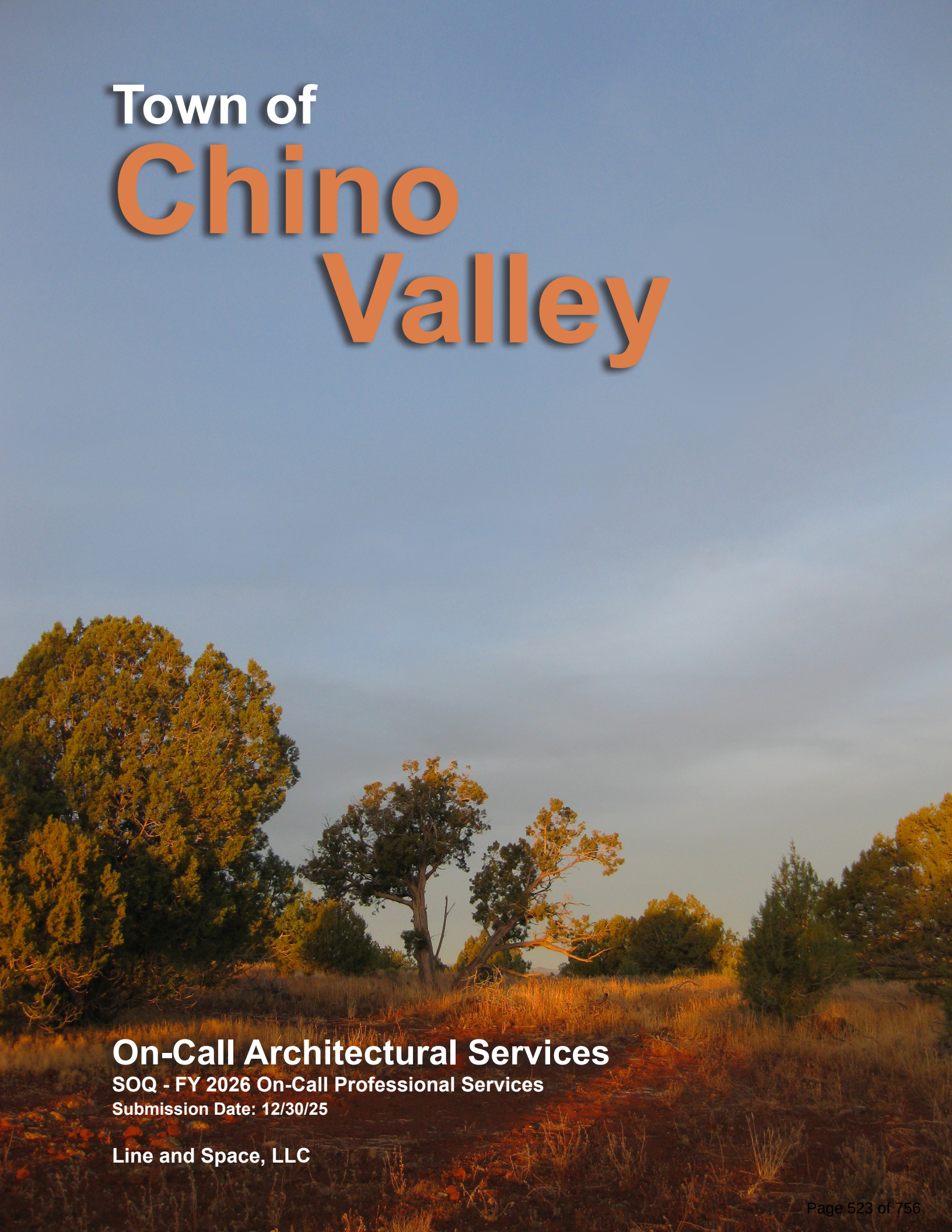
Principal-in-Charge PA/PM.....	\$220 Hour
Principal Lead Architect/Designer.....	\$210 Hour
Senior Project Manager.....	\$200 Hour
Senior Project Architect/Designer.....	\$190 Hour
Project Manager.....	\$180 Hour
Project Architect/Designer.....	\$175 Hour
Jr. Designer/Technical Support.....	\$125 Hour
Administrative Support.....	\$90 Hour

Reimbursable Expenses 2026

Reimbursables.....**COST +10%**

- + Project Related Transportation
- + Project Related Living Expenses
- + Printing and Reproduction Expenses
- + Postage and Delivery Expenses
- + Photography, Including Processing
- + Client Requested Additional Insurance
- + Models and Renderings
- + Digital Storage Devices

Mileage.....**IRS Mileage Rate | 2026**



Town of **Chino Valley**

On-Call Architectural Services

SOQ - FY 2026 On-Call Professional Services

Submission Date: 12/30/25

Line and Space, LLC



A. General Information

(1) Cover letter

Line and Space, LLC
627 East Speedway
Tucson, Arizona 85705
(520) 623-1313
www.lineandspace.com
henryt@lineandspace.com

December 30, 2025

Steve Sullivan, Assistant Engineer
Town of Chino Valley
Public Works Department
1950 Voss Drive
Chino Valley, Arizona 86323

Re: Town of Chino Valley Request for Statements of Qualifications RFQ-FY2026 On-Call Professional Services

Dear Mr. Sullivan and Members of the Selection Committee:

Line and Space thrives on working with client representatives, facility users, and other stakeholders to comprehensively identify the needs and goals of each project we undertake, ultimately becoming the driving force behind the development of building requirements and design alternatives. We have worked on government agency on-call service contracts for the City of Tucson, Pima County, and the State of Arizona, as well as several Federal entities, including the U.S. General Services Administration, US Fish & Wildlife Service, Bureau of Land Management, and the National Park Service.

Our team's knowledge and experience will efficiently and effectively provide the services needed for this Chino Valley on-call services contract. Our group of highly-skilled technical engineers and consultants include Arizona firms who have supported our work for many years: Stantec, Colwell Shelor, Martin, White & Griffis, Kelly, Wright & Associates, M3 Engineering, Terracon, and Rider Levett Bucknall. Together, we have successfully worked on projects ranging from building assessments and studies, to repairs, remodels, and new construction. Our careful approach, pioneering of resource conserving concepts, and appreciation of each project's site fully integrates our work with its context.

Regardless of project size or scope, Line and Space thrives on working with municipal representatives, user groups, and other stakeholders to create places that go beyond function and budget to expand the possibilities of use and uplift the spirit. International recognition and over 300 awards and publications stand as evidence of our design quality and success of our methods throughout our 47-year history.

We are eager to begin a working relationship with Chino Valley and hope to help your projects reach their full potential. We look forward to further discussion.

Sincerely,

Henry Tom, FAIA, Principal-in-Charge and Contract Manager

(2) Vendor Identification Information

Legal Name: Line and Space, LLC

Address:

627 East Speedway
Tucson, Arizona 85705
(520) 623-1313
Tucson, Arizona

Identification number: L-0800836-7

Legal Form of Vendor: Limited Liability Company

Members:

Henry Tom, FAIA
Bob Clements, AIA
Johnny Birkinbine, AIA
Jared Logue, AIA

Point-of-Contact for Firm:

Henry Tom, FAIA
(520) 623-1313
henryt@lineandspace.com

(3) Principal Office Location

Tucson, Arizona

(4) General Description of the Vendor

Architecture firm, Line and Space, has been in business since 1978 and offers a unique background in designing and building on sensitive and occupied sites. Throughout our history we have completed a variety of commissions in scales ranging from assessments and feasibility studies to repairs, renovations, and new construction. **Within our team you will find the technical expertise relevant to provide energy-saving, sustainable, creative, high quality solutions to the Town of Chino Valley's array of work, regardless of project size.**

(5) (6) Terminated Contracts and Claims

Line and Space has not had a contract terminated, or a claim filed within the past five years.

(7) Vendor Information Form

Signed Vendor Information Form is included in the Appendix.

*Line and Space brings
47 years of experience in
programming, planning,
design excellence,
and leadership in
sustainability to the
Town of Chino Valley*

Window seat at the World of Words Library, a project completed under Line and Space's on-call contract with the University of Arizona.



New outdoor gathering area at the University of Arizona's (UA) College of Education Student Services Remodel was designed as part of our on-call contract with the UA

B. Experience and Qualifications of Vendor

(1) Provide a detailed description of the Vendor's experience in providing similar on-call services to municipalities or other entities for the discipline you are qualified for.

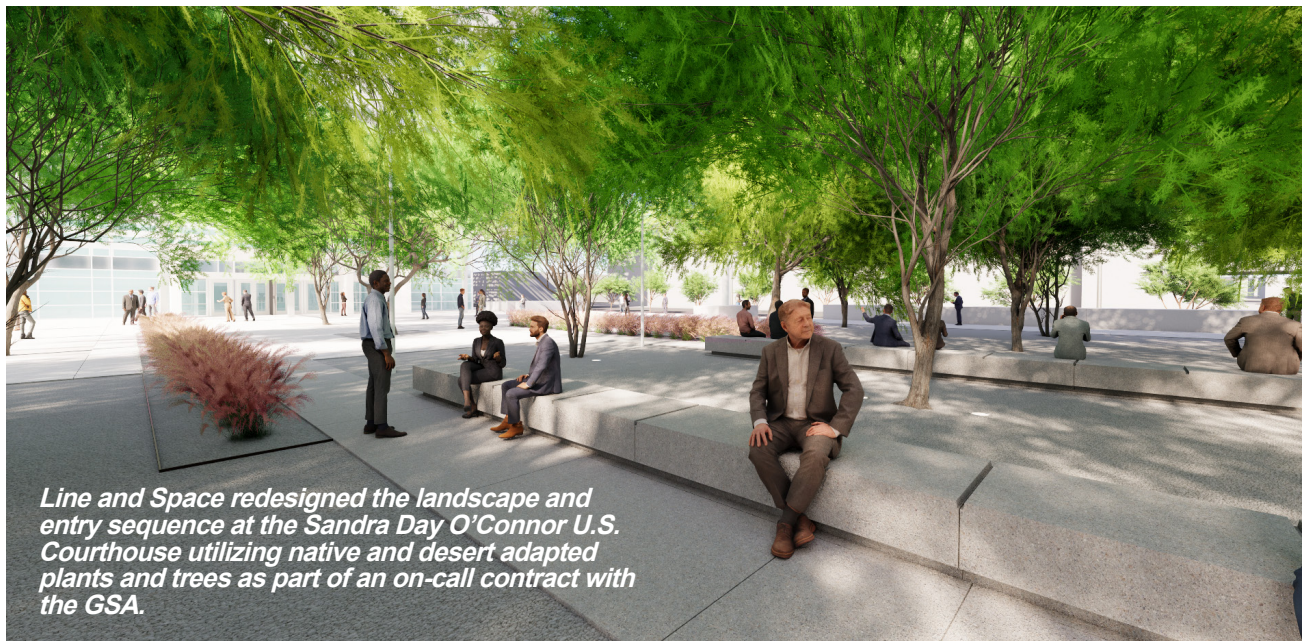
In 1978, Line and Space, LLC began designing and building innovative and environmentally-sensitive architecture that is in tune with both its site and users. This work has been recognized locally, nationally, and internationally. We believe architecture has the potential to enrich lives of Chino Valley residents, and we will make every effort to accomplish this in the assigned projects. Line and Space's significant knowledge and experience coupled with that of highly qualified consultants allow us to provide the array of architectural services outlined in the scope of your Request for Statement of Qualifications.

Uniformly, our background is strong in the design of environmentally conscious projects, but most importantly, **we understand that Chino Valley has its own special requirements. Line and Space is experienced with on-call contracts and has provided Architectural and Engineering services for Municipal, County, State, and Federal agencies for over 30 years.**

The following is a list of our current and past on-call contracts:

- *City of Tucson*
- *City of Douglas*
- *Pima County*
- *University of Arizona*
- *State of Arizona*
- *Arizona Game and Fish*
- *Texas State University - Sul Ross Campus*
- *Bureau of Land Management (BLM) - National*
- *BLM - State of Nevada*
- *US Fish and Wildlife Service*
- *National Park Service (NPS) - Pacific West Region*
- *NPS - National*
- *US General Services Administration (GSA) - Pacific West Region*
- *GSA Region 9 - Arizona, Nevada, California, Hawaii and Pacific Territories*

Familiarity with this type of contract allows our team to focus on creative and functional solutions for Chino Valley.



(2) Describe any challenges encountered and how you over came them.

Regarding on-call services contracts, challenges we have encountered include being responsive to emerging situations that often warrant the need to make revisions or corrections during the course of a task order. Some examples include:

During the process of preparing the **Building Design Standards FY19**, a task order for the U.S. General Services Administration (GSA) at the historic Sacramento Federal Building, the client issued a modification to expand services to include a preliminary study for space planning layouts and associated systems on the basement and first floors to adaptively reuse, modernize, and increase the marketability of the workspace. Line and Space completed both the original and expanded scope of work (with cost estimates) within the time allotted by the GSA.

At the **Pima County Northwest Service Center**, the design intent was to reflect a prominent civic space with high visibility. We incorporated innovative details to architecturally express the high-quality public services being offered. Working with our cost estimator and window manufacturer, we specified large overhanging windows visible to the street. When cost came in high, we met with the contractor to clarify detailing of the system with pricing derived from our estimators. This closed the gap and facilitated mutual understanding of both the design, installation and cost.

For the **GSA Otay Mesa Land Port of Entry Feasibility Study** a modification for expanded services required evaluation of the existing site accessibility and lighting for the existing Port campus south of San Diego. Line and Space and our electrical engineers spent 3-days and 2-nights at the site to assess existing accessibility conditions and site lighting levels and provided a report with evaluation of existing deficiencies and recommendations on appropriate corrections.

We understand projects evolve as they progress. Our skilled team will review and discuss the revisions or corrections with Chino Valley to gain a full understanding of the requirements. We will then evaluate revisions or corrections to determine the level of effort and time required (including that of our consultant engineers, if needed), to implement the revisions or corrections to the work in progress. If revisions include changes to the original Scope of Work, they will be evaluated to determine if a level of additional effort is required from Line and Space and/or our consulting engineers. If additional efforts are warranted, we will submit a fee proposal and revised schedule to for review and approval.

Once direction or approval is received for additional work in the form of a modification to the task order, we will immediately implement the changes and will meet with any affected subconsultants to coordinate and complete the work expeditiously and efficiently.

(3) Share your firm's approach to multiple tasks under the contract, how you will provide quick response times and expedited services upon request, and how you prioritize staffing for assigned projects.

The nature of our team is one of cross-disciplinary cooperation - we will strive to turn the wide array of requirements for multiple task orders of varying sizes into harmoniously unified projects. This is best represented by our work for our current GSA Region 9 IDIQ Contract where we successfully apply our scheduling techniques to expedite completion of simultaneous projects with multiple activities.

Line and Space Project Manager, Henry Tom, FAIA, with assistance from Task Order Managers, John Birkinbine, AIA and Jared Logue, AIA, will follow each task order project closely to make sure schedules, slated goals, appropriate staffing, and budgets are achieved, and will communicate openly with Chino Valley. In addition, the dedicated individuals of our team will make themselves available for prompt response when called upon, within 24 hours.

(4) Vendor must demonstrate successful completion of at least three similar projects with in the past 60 months. Provide a list of at least three organizations for which you successfully completed a similar project.

The following projects demonstrate our extensive experience completing a wide array of project types for our on-call clients. These organizations include The City of Tucson, The University of Arizona and the U.S. General Services Administration (GSA).



Client: City of Tucson
Contact: Reba Schaber, Project Manager,
Architecture and Engineering Division /
(520) 837-6327 / reba.schaber@tucsonaz.gov
Type of Services Provided: Programming,
Conceptual Design, Schematic Design, Design
Development, Construction Documents, Bid
Assistance, Construction Administration
Contract Initiation/Expiration: February 2022 /
Ongoing

This new 4,000 sf. storage warehouse for the Tucson Water Treatment facility in southwest Tucson provides consolidated and centralized storage space for equipment, parts, and tools. The project includes an exterior receiving area and enclosed storage yard covered by an extensive shade canopy, indoor storage shelves and palette areas, a check out area, office space, and break room. The project is currently under construction.

Thomas O. Price Service Center Space Utilization Study and Master Plan

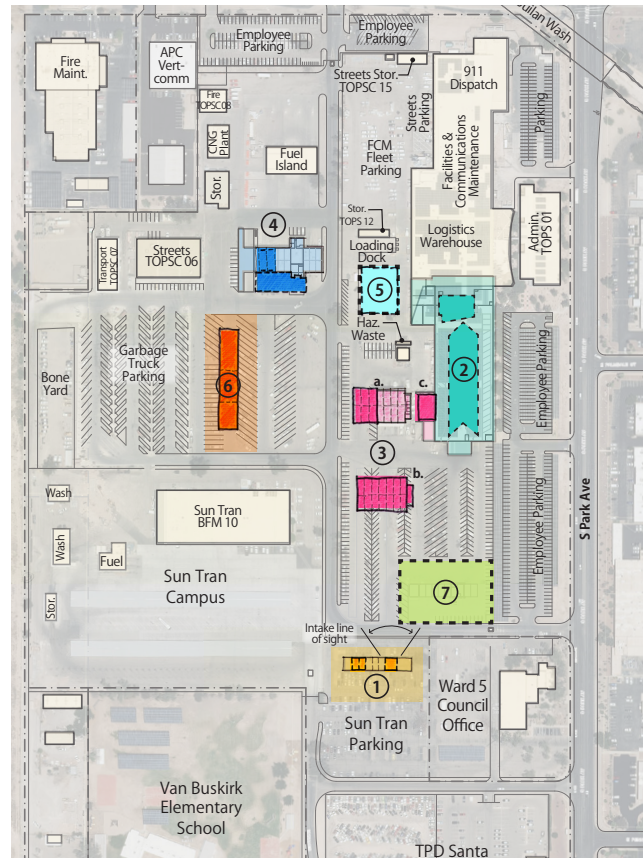
Client: City of Tucson

Contact: Reba Schaber, Project Manager,
Architecture and Engineering Division /
(520) 837-6327 / reba.schaber@tucsonaz.gov

Type of Services Provided: Programming, Master Planning

Contract Initiation:/Expiration: November 2022 /
Ongoing

Located in south Tucson, the Thomas O. Price Service Center houses and maintains approximately 2,600 pieces of rolling stock including light duty vehicles, heavy duty trucks and equipment, and CNG garbage trucks. Given the 50 acre site, the need for additional repair space, and the relocation of a container maintenance facility to the site, Line and Space was tasked with identifying space needs within multiple City departments housed at the site and consolidations that could be made across the site. Through site visits and programming workshops with facility users, the project team was able to analyze existing conditions and propose four master plan options for City consideration to consolidate functions, efficiently utilizing existing space, and plan for future expansion.



University of Arizona College of Education Student Services Remodel

Client: University of Arizona

Contact: Bruce Johnson, Former Dean, College of Education / (520) 621-2928 / brucej@arizona.edu

Type of Services Provided: Programming, Conceptual Design, Schematic Design, Design Development, Construction Documents, Bid Assistance, Construction Administration

Contract Initiation:/Expiration: February 2021 / May 2022

This renovation focuses on delivering a more functional work environment for staff and students as the original space housed within the College of Education (constructed in the 1960's) did not function efficiently. The completely remodeled space provides an open, welcoming, and collaborative atmosphere for students, staff, and visitors. Located within the ground floor of the College's main building, the new 2,400 sf. space assists the student population, offering advising and scheduling services. It includes a reception area, private offices and open office workspace, meeting rooms, a kitchenette, laptop bar, and lounge areas. The design opens the main floor and allows natural



light from existing windows to penetrate into the space. New glass partitions and overhead ceiling baffles contribute to the bright and open feel and provide a visual connection between users. A new glass wall in the north facade provides a connection to the outdoors and opens to an outdoor patio which serves as a shaded workspace for students and staff, while also functioning as a larger space for gatherings and presentations.



Client: University of Arizona (UA)

Contact: Tyler Meier, Executive Director, University of Arizona Poetry Center / (520) 626-3765 / tmeier@arizona.edu

Type of Services Provided: Programming, Conceptual Design, Schematic Design, Design Development, Construction Documents, Bid Assistance, Construction Administration

Contract Initiation:/Expiration: July 2023 / June 2025

As part of our on-call contract with the UA, Line and Space designed an extended gathering plaza that increases the capacity of the existing presentation stage at the Poetry Center and new landscape areas planted with native trees for shade. Rainwater is directed to planted areas while new integrated lighting extends the usability of the space. The goal for the project was to develop a new greenspace that activates a range of new possibilities for outreach programs, offering significant new outdoor opportunities for events and receptions.

Lloyd D. George U.S. Courthouse Guard Station



Client: U.S. General Services Administration

Contact: Joe Costa, Former GSA Project Manager (510) 914-4747 / joseph.costa@jud.ca.gov

Type of Services Provided: Field Investigation, Program Confirmation, Architecture and Engineering for all Design Phases, Interior Design, Cost Estimating, Construction Administration

Contract Initiation:/Expiration: June 2021 / June 2026

As part of the GSA's Design Excellence Program, this First Impressions Project strives to create a new entry sequence into the Lloyd D. George US Courthouse that is distinguished and reflects the dignity, enterprise, vigor, and stability of the American Civilian Government. The new U.S. Marshals Service security screening station is designed to provide officer safety, streamline security, transform the entry's image, reduce clutter, consolidate functions, and unify signage.

The design reconfigures the main entry sequence to lengthen the distance between the building entry and the screening stations. This provides improved lines of sight for officers and space for response, with the ability to perceive and react to a possible threat at the entry. Secure pass-through doors are provided for officers and government staff with appropriate security clearance, while custom stainless steel extension tables at each end of the x-ray machines improve drop-off and pick-up of personal belongings.

C. Staff Experience, Capabilities, and Assignments



(1) Identify each key personnel member with related experience and capabilities that will render service to the Town, including title and relevant experience required, including the proposed project manager and project staff.

As the architect and prime firm, Line and Space will serve as the day-to-day contact for the town of Chino Valley. Our committed team will give each task order the attention it deserves and will be dedicated to efficiently completing the work required while maintaining a high degree of quality. Key personnel include:

Principal-in-Charge and Lead Design Architect, Henry Tom, FAIA will steer the vision and design development related to each task order. He will guide all project phases and will have continuous involvement from concept to completion. Henry has decades of experience as Principal-in-Charge and Lead Design Architect, including projects such as the *UA Andrew Weil Center for Integrative Medicine*, *Pima County Northwest Service Center (image above)*, and *Pima County Richard Elias Mission Library*.

Task Order Manager, Project Architect, Johnny Birkinbine, will lead the day-to-day management of Chino Valley Task Orders, providing seamless communication to uphold design intent. He will be the single point of contact with Chino Valley and its partners, and will lead project documentation and engineering/specialty efforts, overseeing overall progress for design, quality, budget, and schedule expectations. For Line and Space's construction administration work, he will attend job meetings and quickly, yet thoroughly responds to submittals, RFI's, and Owner inquiries. Johnny was the Project Architect and Manager for the *Tucson Water*

Hayden Udall Warehouse, Thomas O. Price Center Space Utilization Study and Master Plan, and the GSA Lloyd D. George Guard Station.

Task Order Manager, Project Architect, Jared Logue, depending on the number of task orders received from this contract, will share duty as Task Order Manager for Chino Valley tasks. With family in the area, he is familiar with Chino Valley and will be involved through all phases of the project, from programming, design, construction documents, and construction administration. He will conduct reviews during the Design and Construction Document phases for quality control, coordination, and constructability. Jared was the Project Architect and Manager for the *UA World of Words Library*, *UA Office of Student Affairs*, *UA Digital Innovation Learning Lab*, *UA Student Services Remodel*, *UA Poetry Center Plaza*, *Pima County Manzanita, Catalina*, and *Kino Pool Equipment Replacement*.

Support Staff from Line and Space including, Staff Architects Brandon Griffith, Emily Starace, Brian Carstensen, and Architectural Associate, Quan Trang, will support Johnny and Jared throughout the design process, construction documentation, and construction administration of each task order. Our skilled support staff have worked together for several years, successfully completing simultaneous multiple task orders. These individuals will continue to work closely with Henry, Johnny, and Jared to produce high quality projects for Chino Valley.



(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.

Stantec

Stantec will provide Civil Engineering services, synthesizing site-specific analysis to help achieve an integrated and responsive design, addressing site grading, drainage, and utilities. **Civil Engineer Chris Eggers** has led multidisciplinary teams and delivered complex solutions for cities, counties, state agencies, and federal clients. Chris is recognized for expertise in site civil design, project management, and stakeholder coordination. Chris will oversee preparation of site civil plans, including grading, drainage, paving, and landscaping, in compliance with Chino Valley standards and federal guidelines where applicable.

Colwell Shelor

Colwell Shelor is a landscape architecture firm dedicated to the creation of meaningful, vibrant environments that deeply reference the cultural and ecological requisites of each site. Principal and **Landscape Architect Allison Colwell** has helped fulfill landscape requirements of various Owners by leading the design on many of the most imaginative and technically-challenging projects in the state. Her knowledge of the local climate and vegetation of Northern Arizona from her previous project experience makes her an integral member of our subconsultant team.

Martin, White & Griffis (MWG)

MWG has been servicing public entities with comprehensive structural engineering services including investigations and assessments, feasibility studies, retrofit and repairs, peer reviews, complete design and construction documents and construction observations and inspections for nearly

50 years. **Tom Griffis, Principal and Senior Structural Engineer**, brings technical expertise and management skills required for projects through a dedicated collaborative approach with the team. MWG has worked with Line and Space for 30 years on many on-call tasks including the GSA Lloyd D. George Guard Stations and the Tucson Water Hayden Udall Warehouse.

Kelly Wright & Associates (KWA)

KWA has the experience to analyze and design building systems, including, mechanical, plumbing, and fire protection. Their engineers understand the importance of providing efficient, easily maintained, and cost effective environments. **Donovan Kelly, Principal and Lead Mechanical Engineer**, has an extensive background with public clients, bringing design, construction, and management skills to the team. This enables him to provide customized solutions to suit Owner needs, including evaluation of recommended systems with operations and maintenance in mind.

Buzz Wright, Principal and Fire Protection Engineer benefits Owners with his substantial experience in fire protection system design, including layout, hydraulic calculations, construction techniques, and site surveys for many types of facilities, including educational, federal and local government, commercial, military, and industrial. KWA has supported Line and Space with mechanical, plumbing, and fire protection engineering for 25 years and continues to work with the firm on various projects for municipal, county, state, and federal clients.

M3

M3 has the electrical engineering experience and expertise to develop creative design solutions for a wide variety of project types. Their thorough understanding of the Owner needs and expectations results in innovative and successful electrical designs. **Enrique Giron, Electrical Designer**, has a proven track record of delivering high-quality electrical, lighting, and special systems designs that meet Owner specifications and industry standards for educational-related projects. Enrique has provided electrical designs for several Line and Space projects, including the GSA Lloyd D. George Guard Stations, the Tucson Water Hayden Udall Warehouse, and UA College of Education Student Service Remodel.

Terracon

Since its founding in 1965, Terracon has evolved into a successful multi-disciplinary firm specializing in geotechnical, environmental, materials testing, and facilities services. Their experience includes environmental and geotechnical services on-call contracts for many municipal and federal agencies. With a nationwide presence they can provide responsive, resourceful, and reliable support to clients throughout Arizona. **Environmental expert, Derek Koller and Geotechnical Engineer, Louis Braun** have provided environmental evaluations and geotechnical engineering on a number of Line and Space projects, including the Lukeville Land Port of Entry and Calexico East Land Port of Entry Tarmac Study.

Rider Levett Bucknall (RLB)

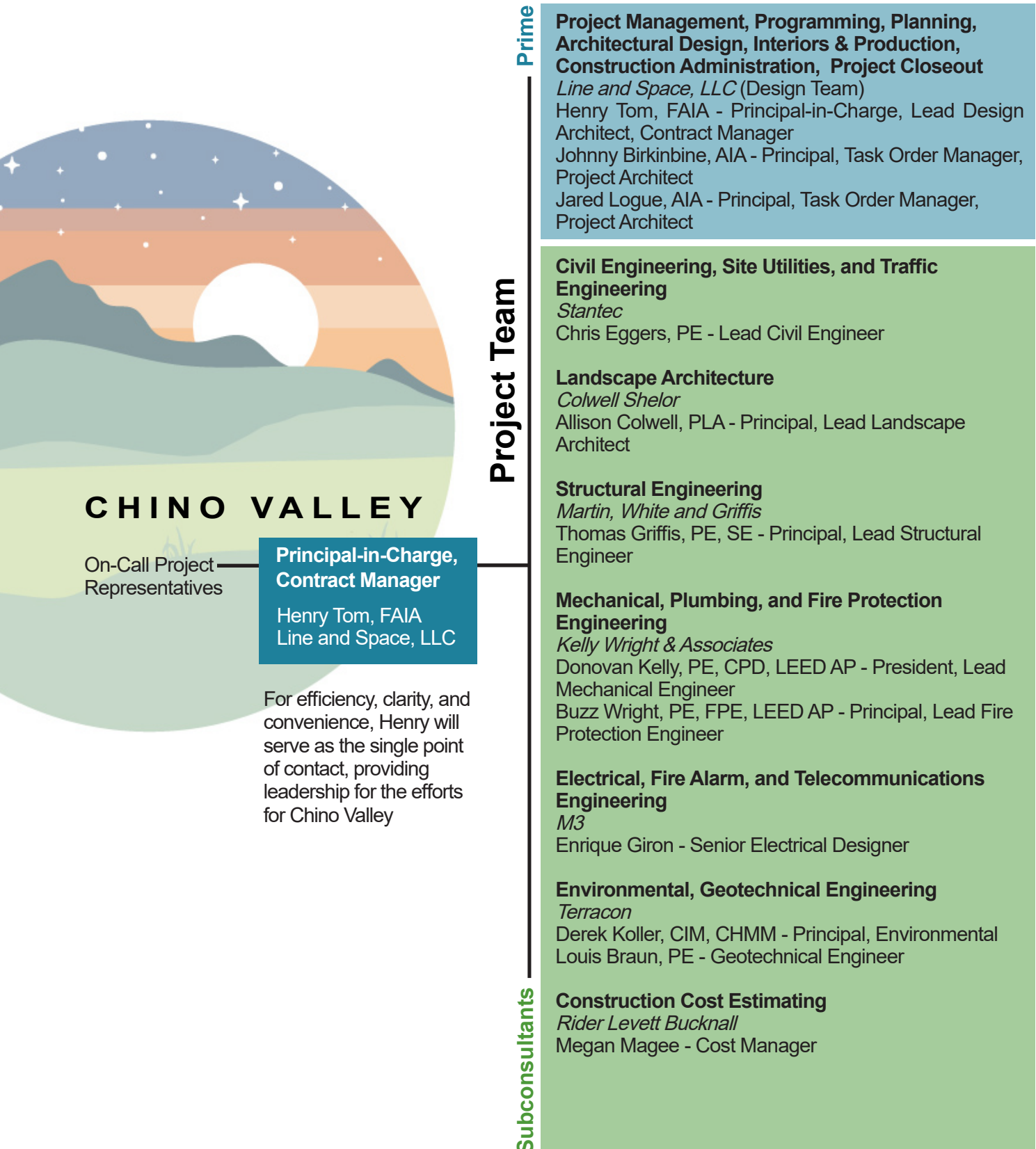
RLB specializes in project budgeting, conceptual and detailed construction cost estimating. Their knowledge of Arizona's construction market allows them to provide detailed cost estimates which will be used as a tool to inform design decisions.

Megan Magee, Cost Manager, has a depth of experience providing cost estimating services for a variety of municipal projects in Arizona. For over 15 years, RLB has supported Line and Space on a number of projects for city, county, state, and federal clients, including the GSA Lloyd D. George Guard Stations, the Tucson Water Hayden Udall Warehouse, and UA College of Education Student Service Remodel.



Above: With civil engineer, Stantec, geotechnical engineer, Terracon, our cost consultant RLB, Line and Space completed the investigation and technical report for the Calexico East Land Port of Entry Tarmac to identify issues causing shifting of the concrete pavement. This on-call project for GSA included a Civil and Geotechnical Report, and recommendations on how to correct the issues with associated cost estimates.

(3) Include an organizational chart representing the proposed project team.



(4) Provide description of quality assurance methods and quality control measures that you will use to ensure work meets the project requirements.

We take pride in our work and consider quality control a top priority. Typical for all phases, our procedures to produce high-quality work are as follows:

Internal Reviews

- We require work from our consultants to be submitted well in advance of the date of submittal to Chino Valley so that our staff has adequate time to thoroughly review, correct, and coordinate the documents. **We check our work.**
- We meet with consultants to discuss any necessary changes, and require a corrected set of documents to be resubmitted.
- **Principal-in-Charge and Contract Manager, Henry Tom, FAIA, will review all work in terms of the project's stated goals and objectives.** When reasonable differences or questions appear, the issues will be presented to Chino Valley representatives for discussion.

Develop a Checklist

- We generate a master checklist of Chino Valley's requirements.
- This is a document for tracking the accomplishment of workflow and assigning responsibility to individual parties.
- At the beginning of each project phase, all parties review expectations during a kickoff meeting.

Efficient Line of Communication

- Line and Space requires biweekly status reports from consultants and will respond to questions from both consultants and Chino Valley in a timely manner.
- Communication among participants is the key to maintaining a high quality project. For efficiency, **our team flows through a single control point: Principal-in-Charge and Contract Manager, Henry Tom, assisted by Principals and Task Order Managers, Johnny Birkinbine, and Jared Logue.**

Construction and Project Close-Out

- **We maintain good communication with Chino Valley and General Contractors during construction.**
- Quick responses to questions and issues that arise is important, and adequate time for jobsite visits is spent to observe work in progress, in order for the construction to meet the expectations of quality and design intent.
- Kickoff and regular meetings between the General Contractor, subcontractors, Line and Space, and Chino Valley minimize Requests for Information and Change Orders.
- We perform quality control checks at each project phase, during construction and project close-out.



Above: Line and Space conducts regular jobsite visits to check construction progress and contractor compliance with the Construction Documents.



Line and Space with technical consultant Terracon at the Sandra Day O'Connor U.S. Courthouse for on-site investigation and borings of the existing terrazzo floor.

(5) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for supervision must be included.

We have developed strong working relationships with members of our technical consultants and have a proven team (refer to Organization Chart). We have collaborated with our structural engineer, Martin, White and Griffis for over 30 years. We have nurtured similar relationships with mechanical engineers, Kelly Wright & Associates and the multi-disciplinary firms of Stantec, Terracon, and M3, and continue to work with them on current projects for city, county and government projects. The mutual understanding between team members that comes from this history reinforces our ability to facilitate work within the level of high quality expected, in an expedient and efficient manner.

Communication among subconsultant participants is the key to maintaining coordination and facilitating work. From the beginning of each project, we will work together with the team and Chino Valley representatives. Our plan for supervision of our subconsultant team consists of the following:

- Henry will guide all project phases and will have continuous involvement from concept to completion.
- Task Order Managers Johnny or Jared will be the single point of contact and will manage all communications through the course of the project between the subconsultant team and Chino Valley.

- We will develop a “to do” list at the beginning of the project and at each phase so that everyone is aware of their responsibilities.
- We will schedule kick off meetings at the commencement of each project phase which serve as a debriefing of work finished to date, as well as outlining upcoming items to be completed, including input and comments from Chino Valley.
- We will schedule monthly (or as needed) subconsultant team progress meetings with all parties involved, including Chino Valley.
- Line and Space will produce monthly progress reports to be distributed to all involved parties documenting decisions that have been made and work that remains to be completed.
- Line and Space will meet with subconsultants, as needed to clarify and work out details, avoiding misunderstandings later in the project.
- Line and Space will provide written documentation of meetings and will distribute to all parties involved.

We have been successful with our process and have applied it to our on-call contracts for various municipal and government projects. Our experience working on these projects will benefit Chino Valley through increased efficiency and effectiveness.

(6) Attach a resume and evidence of certification, if any, for each key personnel and/or subcontractor to be involved in this Project. Resumes should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

Resumes for Line and Space key personnel and key personnel of our subconsultants are included in the Appendix. Where applicable, certification information is provided.

D. Project Understanding and Approach

(1) Describe the Vendor's plan and method of approach to performing the required Services in the Scope of Work described in the Sample Agreement, including:

(a) Planning

Line and Space will provide overall leadership and management from project initiation through substantial completion, working with Chino Valley to develop creative and functional architectural and engineering solutions.

Program of Requirements Workshops - For Line and Space, a high quality project begins with high quality information; our proven knowledge-gathering processes have successfully led the way for all of our projects. **Key to this approach is a thorough understanding of Chino Valley's needs and goals**, which are conveyed to our team in a collaborative programming workshop setting.

- Workshops are organized in sessions that cover all aspects of a project, with focus given to topics such as mission, goals and precepts, users, budget, sustainability, schedule, site, spaces, and others depending on the project specifics.
- It is important for us to work with the actual end-user of the project, as often this input from people not commonly part of the "building committee" ends up significantly affecting the decisions made in this phase.
- Workshops for Chino Valley projects could be held on site, to immerse participants in the place and connect them to the environment. We have found that these workshops are the best method for building consensus among all stakeholders.

After the workshop(s), **our team produces a Program of Requirements, that establishes and defines all parameters for the project** and, after Chino Valley review and approval, becomes our manual for planning and design.

Other important aspects of our process include the following:

Site Documentation and Analysis - As a precursor to design, we carefully study the site and context, solar paths, views, wind, drainage, circulation, noise, and other forces that will **help inform the design solution and fully integrate our work with its surroundings**.

Review of Relevant Documents - To supplement our team's understanding, **we will review existing documents relevant to each on-call project**. This will include as-built or record drawings, previous assessment or evaluation reports, design guidelines, and local codes and ordinances. We are skilled at assessing resource and energy related goals, and where appropriate, will synthesize them into solutions that are economically and technically feasible.

Survey, Investigation and Analysis of Existing Conditions - **We will build our knowledge of the existing conditions for each project through site investigations**. This analysis will help us understand possible impacts and opportunities for improvements and use. Significant factors include infrastructure and existing systems, environmental issues, noise, and other forces that will help inform preliminary concepts specific to needs.

Formation of Concepts - Concepts are formed based upon movement, function and site parameters. **The concept is the overarching organizational idea that allows our team to integrate all the specifics of project requirements and program**. This takes the form of diagrams that are the centerpiece of continued dialogue with Chino Valley

Solution - Once a final concept is chosen, it will be carefully developed through sketches and computer and physical models. **We strive to strengthen our design ideas as new information and discussion with Chino Valley allows an ever more focused solution to evolve**.

(b) Cost estimating and controls, and management of overhead costs

With our experience working with federal, state, and municipal government entities, **we fully understand the importance of project budgets** - they are restricted and determined by governing allocations and must be strictly adhered to as additional funding cannot be sought. Our methods for cost estimating controls and management of overhead costs include:

Maintain Program and Budget - We uphold the necessary program requirements important to the Chino Valley while maintaining the budget and design intent. Timely estimating allows us to address budget challenges in the design phase with thoughtful and creative solutions, instead of reactionary reductions.

Cost and Design Reconciliation - Our cost estimating specialists develop estimates as required during different phases of design. When discrepancies arise, we meet to discuss potential causes to reach a mutual understanding of specifications and scope. We create a cost-estimating schedule with expected deliverables at each phase of design, including time for addressing over-budget items.

Component Cost Control - Budgets are established for each discipline; architectural, landscape, civil, structural, mechanical, electrical, and telecommunications. Those working on the project are made aware of these values - the team must stick to the budgets, even if the design changes.

Timely Estimating - Line and Space creates a cost-estimating schedule that lists expected deliverables. Time to address any over-budget items is included in the schedule, and if they arise, we work with Chino Valley to develop a solution before the schedule is negatively impacted.

Inflation Tracking - The initial project budget and estimates during design phases must include inflation and be adjusted based on current trends as the project progresses. If rapid inflation has a significant impact on cost during design phases, adjustments must be made to bring the project back within budget.

Just Say No - The size of the project cannot be allowed to grow beyond the budget. Line and Space keeps everyone informed of the stated design goals. The team must be able to say "no" to items that stray away from these goals.

Unit Costing - Our estimates include quantity takeoffs and unit costs, allowing for detection of estimating mistakes and for determining if any items are over budget.

Additive Alternates - Establishing, and utilizing alternates allows us the flexibility to keep the project in budget during unfavorable construction market conditions. In cases where construction bids are low, alternates allow us to maximize the project budget by including components that otherwise, might not be affordable.



Above: For the Pima County Flowing Wells Library Addition and Remodel, Line and Space participated in several meetings with the County, the general contractor and subcontractors to help them gain a clear understanding of the design intent.

(c) Scheduling

Line and Space will develop a collaborative working relationship with Chino Valley that facilitates mutual trust and open communication on schedule during all phases of each project by employing the following:

Master Schedule - Realistic and mutually-agreeable schedules are established so that they are achievable by the project team. For each project, we will develop a detailed milestone schedule that lists each individual task to be completed, with we will use to keep track of critical paths and advise our consultants of the latest possible start dates. We monitor consultants to avoid impact to the milestone dates required. Hitting the milestones is key to maintaining the project schedule.

Clear Scopes of Work - Individual project tasks are established and delegated to staff and consultants to prevent the occurrence of unnecessary or overlapping work.

(d) Project management and team organization

For efficiency, clarity, and convenience, Principal-in-Charge and Contract Manager Henry Tom will serve as the single point of contact, providing leadership for the efforts for Chino Valley. Refer to the Organization Chart in Section C. for team structure.

(e) Communications

As the designer and prime firm, Line and Space will serve as the day-to-day contact for Chino Valley. **Principal-in-Charge, Contract Manager, and Lead Design Architect, Henry Tom, FAIA** will steer the design vision of each project. He will guide all project phases and will have continuous involvement from concept to completion. **Principals and Task Order Managers Johnny Birkinbine and Jared Logue** will assist Henry by managing the individual task orders associated with this

Proactive and Flexible - As projects progress, we understand there may be unforeseen changes from various entities that often need to be accommodated. Our team reviews any changes that may affect scope and schedule. If impacts are identified, Line and Space will advise and discuss with Chino Valley prior to issuing a revised schedule to incorporating the work.

Schedule and Budget During Construction

- Line and Space has gained unique, significant hands-on experience in construction by acting as General Contractor and building a number of our designs since 1978. Our understanding of how buildings are actually constructed and the ability to communicate clearly with Contractors is invaluable. Line and Space reviews contractor's schedules to aid in the identification of long lead items and important design elements. We have extensive experience working with contractors in the field to develop solutions that are acceptable architecturally but do not result in additional costs (change orders).

on-call contract and will be involved through all phases, providing seamless communication to uphold design intent. Each will be the single point of contact for task orders assigned to them, overseeing overall progress for design, document quality, budget and schedule expectations. **The involvement of these three principals provides continuous support to Chino Valley for the variety of work associated with this on-call contract.**

(f) Anticipated Town involvement (for successful completion of the required scope of work)

Open communication with Chino Valley will be imperative for the successful completion of the required scope of work for each task order. We anticipate the Town's involvement to consist of the following:

- Provision of as-built documentation and past reports/studies (if available)
- Preliminary determination of any programmatic requirements, needs and goals
- Reviews, input and approvals at each project phase

Appendix

Part 3. Vendor Information Form

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact

Line and Space, LLC

Vendor Submitting SOQ

L-0800836-7

Arizona Corporation Commission File No.

86-0862657

Federal Tax ID No.

627 E. Speedway Blvd

Address

Tucson Arizona 85705

City State Zip

www.lineandspace.com

Website

Henry Tom, FAIA

Name

Principal-in-Charge

Title

(520) 623-1313

Phone

N/A

Fax

henryt@lineandspace.com

Email



Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

☐ Small Business Enterprise (SBE)

☐ Minority Business Enterprise (MBE)

☐ Disadvantaged Business Enterprise (DBE)

☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or women-owned business enterprise?

If yes, please include details and documentation of certification.

Acknowledgment Page

We acknowledge the receipt of Addendum No. 1 dated December 16, 2025.



Authorized Signature

Line and Space, LLC - Henry Tom, FAIA, NCARB

Principal-in-Charge, Lead Design Architect, Contract Manager



Education: B. Architecture, University of Arizona

Years with Firm: 37

Registration: Registered Architect, Arizona #27512

An integral member of Line and Space, Henry has been heavily involved in a number of projects that focus user experience and environmental design. For this Chino Valley on-call contract, Henry will provide overall leadership to our team as well as management of the contract.

As Lead Design Architect, Henry's award-winning work combines project-specific, programmatic requirements with a sensitivity to the site and environment. Henry has worked with multiple municipalities to design public projects, such as the City of Tucson and a new Pima County Northwest Service Center.

Henry has been recognized with design awards from the American Institute of Architects (AIA) and has been inducted into the prestigious AIA College of Fellows for his outstanding contributions to the field of architecture. He is also a past recipient of the Arizona Architects Medal, which recognizes the social responsibility of the architect within the greater community.

Similar Project Experience

- City of Tucson On-call
- Pima County On-call
- University of Arizona On-call, Tucson, AZ
- State of Arizona On-call
- Arizona Game and Fish On-call
- Texas State University, Sul Ross Campus On-call
- Bureau of Land Management (BLM), National On-call
- BLM, State of Nevada On-call
- US Fish and Wildlife Service On-call
- National Park Service (NPS) Pacific West Region On-call
- NPS National On-call
- US General Service Administration (GSA) Pacific West Region On-call
- GSA Region 9 On-call
- City of Tucson (COT) City Hall Remodel, Tucson, AZ
- COT Integrated Shade Seat Bus Stops, Tucson, AZ
- City of Eloy Community Center, Eloy, AZ
- UA College of Education Student Services Renovation, Tucson, AZ
- UA Andrew Weil Center for Integrative Medicine, Tucson, AZ
- University of Arizona (UA) Digital Innovation and Learning Lab, Tucson, AZ
- Pima County (PC) Old Pima County Courthouse Conceptual Design, Tucson, AZ
- PC Northwest County Service Center, Tucson, AZ
- UA World of Words, Tucson, AZ
- PC Flowing Wells Library Renovation and Addition, Tucson, AZ

Above: Henry presenting the design of the Martha Cooper Library Addition to the local neighborhood.

Line and Space, LLC - Johnny Birkinbine, AIA

Principal, Project Architect, Task Order Manager



Education; B. Architecture, University of Arizona

Years with Firm: 33

Registration: Registered Architect, Arizona #41655

Johnny has earned great respect from his colleagues for the careful attention and graphic sensibility he applies to the development and execution of every project.

In documenting and communicating the client's needs, Johnny confirms that coordination and construction details are carried out meticulously. He takes responsibility for and pride in carrying out precisely the design intent, while holding the rest of his team to equally high standards for clear visual communication, thoroughness, and accuracy.

For Chino Valley, Johnny will be involved through all phases of each on-call task order, including programming, investigations, design, and construction documents, as well as construction administration, attending job meetings and responding quickly, yet thoroughly responds to submittals, RFI's, and Owner inquiries.

On top of being a passionate architect, Johnny is an artist and produces graphic work that is consistently eye catching and thought provoking. His graphic skills can be seen in the signage design for the Cesar Chavez Regional Library for the City of Phoenix.

Similar Project Experience

- *GSA Raul Hector Castro Land Port of Entry Master Planning and Conceptual Design, Douglas, AZ*
- *GSA Douglas Land Port of Entry Feasibility Study, Douglas, AZ*
- *GSA Ronald V Dellums Building Evaluation Study, Oakland, CA*
- *GSA Sandra Day O'Connor Courthouse Building Evaluation Study*
- *GSA US Probation Office Sandra Day O'Connor Courthouse, Phoenix, AZ*
- *GSA Sandra Day O'Connor US Marshals Service Screening Station, Phoenix, AZ*
- *GSA Lloyd D. George U.S. Courthouse Guard Station, Las Vegas, NV*
- *Texas State University, open end contract, Sul Ross University Campus Access Project 2 & 3, Alpine, TX*
- *University of Arizona (UA) Andrew Weil Center for Integrative Medicine, Tucson, AZ*
- *UA College of Education Student Services Remodel, Tucson, AZ*
- *Pima County (PC) Northwest County Service Center, Tucson, AZ*
- *Tucson Water Hayden Udal Warehouse, Tucson, AZ*
- *City of Tucson Thomas O. Price Service Center Space Utilization Study and Master Plan, Tucson, AZ*

Above: During a master planning sessions with clients, Johnny reviews and documents concepts presented for the Raul Hector Castro LPOE Expansion and Modernization, and on-call project for the GSA.

Line and Space, LLC - Jared Logue, AIA

Principal, Project Architect, Task Order Manager



Education: B. Architecture, University of Arizona

Years with Firm: 15

Registration: Registered Architect, Arizona #61588

Jared joined Line and Space as an intern while enrolled at the University of Arizona (UA). Since his graduation from the College of Architecture in 2010, Jared has obtained his professional license and has been crucial in supporting the firm's work in China, as well as projects for Pima County and the UA.

Jared led the schematic design, construction documentation, and construction administration phases for UA College of Education Student Services Renovation. By working closely with the client and contractor throughout all phases, the renovation was completed efficiently and has made a positive addition to the College.

Jared also played a large role in the programming and design of the Northwest County Service Center, located in the Miracle Mile Historic District. Supporting projects in our office, Jared's many talents include expertise in Revit and 3-D modeling, where he generates incredible photo-realistic renderings.

Depending on the number of task orders received from this contract, he will share duty as Task Order Manager for Chino Valley projects. Like Johnny, he will be involved through all phases of the project, from programming, design, and construction documents. For Line and Space's construction administration work, he will attend job meetings and quickly, yet thoroughly responds to submittals, RFI's, and Owner inquiries. Jared will also conduct reviews during the Design and Construction Document phases for quality control, coordination, and constructability.

Similar Project Experience

- *University of Arizona (UA) World of Words, Tucson, AZ*
- *UA Andrew Weil Center for Integrative Medicine, Tucson, AZ*
- *UA Digital Innovation and Learning Lab, Tucson, AZ*
- *UA Poetry Center Plaza, Tucson, AZ*
- *UA College of Education Student Services Remodel, Tucson, AZ*
- *UA Education North Renovation, Tucson, AZ*
- *Pima County (PC) Northwest County Service Center, Tucson, AZ*
- *PC Flowing Wells library Addition and Renovation*
- *PC Martha Cooper Library Addition and Renovation, Tucson, AZ*
- *PC Catalina, Manzanita, and Kino Pool Equipment Replacement, Tucson, AZ*
- *Solot Block Preliminary Design, Tucson, AZ*

Above: Jared working on the construction of Line and Space's 40x40 exhibit.

Stantec

Chris Eggers, PE - Senior Civil Engineer



Education: B.S. Civil Engineering, University of Arizona

Years of Experience: 24

Registrations: Professional Civil Engineer, AZ #47551

Chris is a senior civil engineer with experience in urban roadway, grading, drainage, and utility design. He leads multidisciplinary teams and delivers complex solutions for cities, counties, state agencies, and federal clients. Chris is recognized for expertise in site civil design, project management, and stakeholder coordination.

Chris will oversee preparation of site civil plans, including grading, drainage, paving, and utilities, in compliance with Town of Chino Valley standards and federal guidelines where applicable. His background enables him to address project-specific challenges and deliver innovative, cost-effective solutions for multidisciplinary municipal and federally funded improvements.

Similar Project Experience

- *Glendale Ballpark Boulevard Extension , Maryland Alignment, City of Glendale*
- *Power Road Improvements (Phases I & II), Town of Queen Creek, AZ*
- *Buckeye Road, 59th to 67th Avenues, City of Phoenix, AZ*
- *East-West Corridor Project, City of Bullhead City*
- *GSA Raul Hector Castro Land Port of Entry Master Planning and Conceptual Design, Douglas, AZ**

Colwell Shelor

Allison Colwell, ASLA, LEED AP - Lead Landscape Architect



Education: B. Architecture, University of Oregon

Years of Experience: 23

Registrations: Registered Landscape Architect, AZ, #47594

Allison is a founding partner of Colwell Shelor, a collaborative landscape architecture and urban design practice based in Phoenix, Arizona, dedicated to the creation of meaningful, vibrant environments and landscapes that deeply reference the cultural and ecological requisites of site. Allison, together with her design partner, is responsible for shaping Colwell Shelor as a leader in design excellence and sustainability in landscape architecture; her work demonstrates a passionate commitment to environmentally responsible design.

Similar Project Experience

- *Prescott College Campus Housing, Prescott, AZ*
- *Prescott College Campus Commons, Prescott, AZ*
- *Northern Arizona University Knoles Drive Northern Arizona University, Flagstaff, AZ*
- *Flagstaff Junior Academy, Flagstaff, AZ*
- *Mesa City Center Competition & Masterplan, Mesa, AZ*
- *Pima Community College Historic Properties, Tucson, AZ*
- *Estrella Mountain Community College - Estrella Hall, Avondale, AZ*
- *Enchantment Resort & Mii Amo Spa Master Plan, Sedona, AZ*
- *Gilbert Heritage District Parking Garage Masterplan, Gilbert, AZ*

*Project with Line and Space

Martin, White & Griffis

Thomas Griffis, PE, SE - Principal, Structural Engineer



Education

B.S. Civil Engineering and M. Structural Engineering, University of Arizona

Years of Experience

46

Registrations

Structural Engineer, AZ #19776

Tom's diverse project experience includes a broad spectrum of architectural structures across many sectors. Tom will be the main contact for structural-related items and will participate in project meetings and development.

Tom will be involved for the full duration of the design of each on-call project requiring structural services. He brings the technical expertise, project management skills, a thorough understanding of the collaborative design process and partnering philosophies essential for the successful completion of each project.

Similar Project Experience

- *GSA BDS Various U.S. Courthouse Building Evaluation Studies, AZ, NV, CA**
- *GSA Raul Hector Castro Land Port of Entry Master Planning and Conceptual Design, Douglas, AZ**
- *Maricopa County East Valley Animal Care and Control, Mesa, AZ**
- *City of Glendale Parking Garage Investigation, Glendale, AZ*
- *Tucson Water Hayden Udall Warehouse, Tucson, AZ*

Kelly Wright & Associates (KWA)

Donovan Kelly, PE, CPD, LEED AP - President, Mechanical Engineering Director



Education: B.S. Civil Mechanical Engineering, University of Arizona

Years of Experience: 30

Registrations: Professional Mechanical Engineer, AZ #35960, LEED Accredited Professional

Since starting KWA Engineers in 2000 Donovan has successfully managed a wide variety of public projects for agencies and municipalities such as Pima County, City of Tucson, the GSA, all branches of the military, and over thirty school districts in Arizona. Donovan's expertise includes HVAC, plumbing, and fire protection engineering and preparation of engineering specifications for many types of projects in governmental, educational, institutional, commercial, and industrial facilities. His extensive background with public clients enables him to deliver customized, cost-effective solutions that prioritize energy efficiency, durability, maintainability and are respectful of project budgets, owner needs and service capabilities. Donovan is skilled at listening and coordinating with the owner and design team members in a holistic manner.

Project Experience

- *Casa Grande Elementary School District - 10 School Facilities, Casa Grande, AZ*
- *Tucson Water Hayden Udall Warehouse, Tucson, AZ**
- *UA College of Education Student Services Remodel, Tucson, AZ**
- *GSA Lloyd D. George U.S. Courthouse Guard Station, Las Vegas, NV**

*Project with Line and Space

Kelly Wright & Associates (KWA)

Buzz Wright, PE, FPE, LEED AP - Principal, Fire Protection Engineer



Education: B.S. Civil Mechanical Engineering, University of Arizona

Years of Experience: 27

Registrations: Professional Mechanical Engineer, AZ #46595, Professional Fire Protection Engineer, AZ #50636

Buzz has substantial project management experience and specializes in fire protection and fire alarm systems, with expertise in hydraulic calculations, system layout, site surveys, construction techniques and commissioning. His portfolio spans governmental, educational, commercial, military, and industrial facilities.

Buzz has a special appreciation for energy conserving technologies and has a keen awareness of mechanical strategies needed for LEED certification. He is committed to delivering high-quality, coordinated design solutions from schematic development through construction administration and will act as Lead Fire Protection Engineer for Chino Valley projects associated with this on-call contract.

Project Experience

- GSA DeConcini Land Port of Entry Modernization Feasibility Study, Nogales, AZ*
- AZ DOT MVD Shannon Road Facility Renovation, Tucson, AZ
- Pima County (PC) Northwest County Service Center, Tucson, AZ*

M3

Enrique Giron - Project Manager, Electrical Designer



Education: Associates Degree in Computer Drafting and Design, ITT Technical Institute

Years of Experience: 22

Registrations: MSHA Certified

Enrique has electrical and telecommunications design experience for municipal, commercial, medical, educational, and observatory projects and is the electrical project manager for M3. He has led the electrical design on multiple projects for both new construction and renovations. His extensive field experience includes the initial troubleshooting of problems leading to solutions that resolve isolated electrical issues or include broader scale multi-trade involvement.

Enrique has worked with Line and Space on many projects including the Andrew Weil Center for Integrative Medicine and many on-call task orders for the GSA and City of Tucson. He will serve as the Electrical Designer for The Town of Chino Valley.

Project Experience

- Martha Cooper Library Addition and Remodel, Tucson, AZ*
- Pima County (PC), Sahuarita Regional Library, Tucson, AZ*
- PC Northwest County Service Center, Tucson, AZ*
- Pima Animal Care Center, Tucson, AZ*
- Martha Cooper Library Addition and Remodel, Tucson, AZ*
- Andrew Weil Center for Integrative Medicine, Tucson, AZ*

*Project with Line and Space

Terracon

Derek Koller, MPH-EOH, CIH, CHMM - Environmental Specialist



Education: Masters of Public Health, Industrial Hygiene and BS. Environmental and Occupational Safety and Health, University of Arizona

Years of Experience: 15

Registrations: Certified Haz Mat Manager, Certified Industrial Hygienist, Certified Occupational Hearing Conservationist

Derek is an Environmental Project Manager and an Environmental Professional as defined by ASTM 1527-13 and Terracon's internal approval process. His primary responsibilities include conducting Phase I Environmental Site Assessments (ESAs) compliant with AAI standard using ASTM E1527-13, conducting Asbestos and Lead-Paint Surveys, Asbestos Abatement Oversight, and planning and conducting Phase II ESAs and Limited Site Investigations (LSIs) which include subsurface soil, soil vapor, and groundwater investigations and subsequent site remediation. Derek has also prepared EPA-compliant Sampling and Analysis Plans (SAPs) for Brownfields funded projects and site-specific Health and Safety Plans (HASPs).

Project Experience

- *GSA Calexico Land Port of Entry Tarmac, Calexico, CA**
- *GSA Lukeville Land Port of Entry, Lukeville, AZ**
- *Cochise County Brownfields On-Call, EPA Assessment Grant, Cochise County, AZ*
- *Western Area Power Administration, Arizona Facilities, AZ*

Louis Braun, PE - Geotechnical Engineer



Education: M.S. Civil Engineering (Geotechnical emphasis), Kansas State University, B.S. Civil Engineering, University of Minnesota

Years of Experience: 13

Registrations: Professional Engineer, AZ #62779

Louis is a Geotechnical Project Engineer and Group Manager for Terracon's Tucson office. His responsibilities include proposal preparation, project management, foundation and pavement design recommendations, field explorations, development of site plans and laboratory testing and analysis. He also performs forensics studies and geophysical studies, including seismic refraction.

Louis's project experience includes performing geotechnical assessments on roadways, bridges, military installations, solar, transmission line, parks, animal care facilities, educational institutions, commercial and industrial projects.

Project Experience

- *GSA Calexico Land Port of Entry Tarmac, Calexico, CA**
- *GSA Lukeville Land Port of Entry, Lukeville, AZ**
- *Pima Animal Control Center, Tucson, AZ**
- *Martha Copper Library Expansion, Tucson, AZ**
- *TCC South Hall Expansion, Tucson, AZ*
- *Thomas O. Price Service Center CNG Facility, Tucson, AZ*
- *On-Call Geotechnical Services, Pima County, AZ*
- *Pima County Northwest Service Center, Tucson, AZ**

*Project with Line and Space

Rider Levett Bucknall

Megan Magee - Associate, Cost Estimate Manager



Education: B.S. Construction Management,
Northern Arizona University

Years of Experience: 22

Professional Qualifications: LEED Green
Associate

Megan is a seasoned construction professional with over two decades of experience in project management and strategic leadership. Her career has been defined by a commitment to innovation, community impact, and elevating construction standards. Megan has successfully guided multimillion-dollar projects from concept to completion, working with diverse teams to pioneer solutions that streamline construction processes and enhance the lives of those who inhabit the spaces she helps create.

As a community builder at heart, Megan is dedicated to fostering sustainable and innovative practices that benefit both the construction industry and the neighborhoods it serves. Her expertise spans hands-on project management, strategic planning, and the implementation of cutting-edge solutions that drive efficiency and quality. Megan's leadership and vision make her an invaluable asset to Rider Levett Bucknall, where she continues to shape the future of the built environment.

Project Experience

- *AZ Institute of Urology, Tucson, AZ*
- *AZ Medcrop Orthopedics, Tucson, AZ*
- *Azzur Clean Rooms on Demand, Various Locations*
- *Carondelet Medical Group TI, Tucson, AZ*
- *Casa de los Ninos, Tucson, AZ*
- *CSL Plasma, Various Locations*



Photo Credit: Jared Logue, Line and Space



Line and Space, LLC
627 East Speedway
Tucson, Arizona 85705
520.623.1313
520.623.1303 fax
henryt@lineandspace.com

April 10, 2026

Steven Sullivan, PE, Town Engineer/Assistant Public Works Director
Town of Chino Valley
Public Works Department
1950 Voss Drive
Chino Valley, AZ 86323

RE: FY 2026 On-Call Professional Services
Hourly Rates

Dear Mr. Sullivan:

Please see our Proposed Hourly Rates for the Town of Chino Valley FY 2026 On-Call Professional Services.

Thank you for giving us the opportunity to propose on this project. Please call if you have any questions.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'H. Tom'.

Henry Tom, FAIA, NCARB
Principal, Line and Space

Town of Chino Valley - FY 2026 On-Call Professional Services

Hourly Rate Schedule

Line and Space, LLC

4/10/2026

Personnel Classification

2026 Hourly Rate

Architectural - Line and Space, LLC

Principal IV - Designer	\$257.13
Principal III - Project Manager/Designer	\$226.88
Principal II - Project Manager	\$219.33
Principal I - Project Manager	\$196.63
Project Architect III	\$189.08
Project Architect II	\$183.27
Project Architect I	\$173.59
Staff Architect III	\$161.19
Staff Architect II	\$148.79
Staff Architect I	\$136.39
Staff IV	\$123.99
Staff III	\$111.59
Staff II	\$99.19
Staff I	\$86.80
Interior Designer	\$148.79
Specification Writer	\$175.28

Civil Engineers - Stantec

Sr. Civil Engineer	\$251.00
Civil Transportation Engineer	\$203.00
Sr. Drainage Engineer	\$223.00
Engineer-in-training (EIT)	\$183.00
Civil Designer	\$177.00
CADD Technician	\$164.00

Landscape Architect - Colwell Shelor

Principal Landscape Architect	\$225.00
Senior Landscape Architect	\$185.00
Project Manager	\$175.00
Designer	\$125.00
Technical	\$125.00
Administrative	\$95.00

Structural Engineers - Martin White Griffis

Principal	\$225.00
Project Manager	\$200.00
Senior Structural Engineer	\$180.00
Structural Engineer	\$155.00
Engineer EIT/Designer	\$120.00
Field Inspector/Construction Administrator	\$120.00
BIM Operator	\$125.00
Administrative	\$75.00

Personnel Classification

2026 Hourly Rate

Mechanical Engineers (HVAC, Plumbing and Fire Protection) - Kelly Wright & Associates

Principal	\$136.07
Project Engineer	\$126.71
Project Manager	\$104.64
Senior Designer	\$99.18
Designer	\$90.39
Clerical	\$65.96

Electrical Engineers - M3

Designer I	\$112.50
Designer II	\$129.00
Designer III	\$140.00
Designer IV	\$162.00
Designer V	\$79.50
Drafter I	\$90.50
Engineer I	\$112.50
Engineer II	\$129.00
Engineer III	\$140.00
Engineer IV	\$162.00
Engineer V	\$173.00
Principal Engineer	\$222.50
Project Engineer	\$184.00
Senior Designer I	\$173.00
Senior Designer II	\$184.00
Senior Engineer I	\$184.00
Senior Engineer II	\$206.00
Senior Project Engineer	\$206.00

Cost Estimating - Rider Levett Bucknall

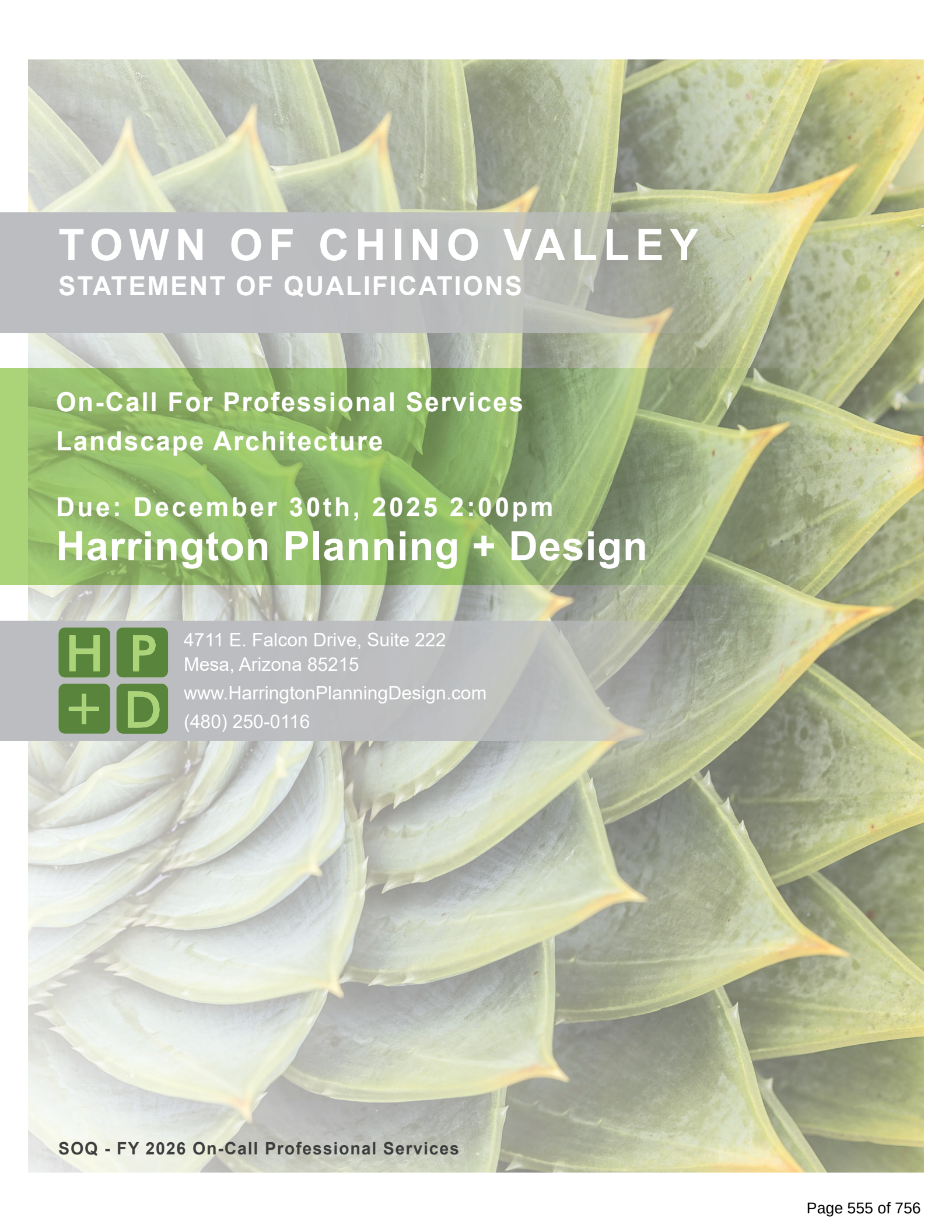
Principal	\$315.33
Associate Principal	\$277.37
Associate	\$255.47
Senior Cost Manager	\$204.38
Senior Project Manager	\$204.38
Cost Manager	\$175.18
Project Manager	\$175.18
Administrative	\$93.43

Geotechnical Engineering - Terracon

Principal Engineer	\$260.00
Project Manager	\$210.00
Staff Engineer/Geologist	\$140.00
Field Engineer/Geologist	\$120.00
Draftsperson	\$100.00
Administrative Support	\$90.00

Environmental Services - Terracon

Principal/Operations Manager	\$225.00
Project Manager	\$160.00
Staff Scientist	\$140.00
Assistant Scientist	\$100.00
Administrative Support	\$90.00



TOWN OF CHINO VALLEY

STATEMENT OF QUALIFICATIONS

**On-Call For Professional Services
Landscape Architecture**

Due: December 30th, 2025 2:00pm

Harrington Planning + Design



4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215

www.HarringtonPlanningDesign.com
(480) 250-0116



HARRINGTON PLANNING + DESIGN

COVER LETTER

Town Clerk
202 North State Route 89A
Chino Valley, AZ 86323
ATT: Steve Sullivan

RE: Statement of Qualifications: On-Call For Professional Services (Landscape Architecture)

Dear Mr. Sullivan & Selection Committee,

Harrington Planning + Design (HP+D) is excited to provide the Town of Chino Valley our Statement of Qualifications for the On-Call Professional Service under the Landscape Architecture category. Our amazing team of 3 Registered Landscape Architects and 3 production staff offers the capacity and talent to provide the town with the requested services under this on-call contract. HP+D is based in Mesa, Arizona, and we have experience with several other Arizona agencies on similar on-call programs. We are familiar with mid-rim agencies and are currently on-call with the City of Prescott, and Town of Camp Verde. We also have active projects located in the Town of Payson, City of Sedona, and the City of Flagstaff. We are eager to partner with you in creating projects that reflect the design excellence and culture of your community.

HP+D is a Small Business Enterprise (SBE) Firm that is led by Jason Harrington, RLA, who will be the main point of contact for all of your project needs and serve as Client Project Manager. He will ensure all staffing needs are met and develop all sub-consultant relationships for project needs. Jason will maintain each schedule and budget to verify these factors stay on track. Our team is available to provide professional design services for the Town of Chino Valley immediately.

HP+D has a proven track record of success, understands the importance of team communication and coordination, has experience in sustainable practice projects, has proven certified technical competency, and collaborates with our clients. Not all experience is equal and ours is simply a better group of talented and experienced individuals. We listen to our clients' needs, we collaborate on design solutions, and we offer fresh design ideas.

We hope you will consider our skilled group as a qualified team to serve you on your On-Call contract as Landscape Architects. If you have any questions regarding our qualifications, please call me at 480-250-0116, or email me at Jason@HarringtonPlanningDesign.com.

As of December 30th, 2025, we have reviewed the Town of Chino Valley website and have identified and reviewed Addendum 2025-0022 published on December 16th, 2025.

Sincerely,

Jason Harrington, RLA, ASLA, ASIC, APWA
Principal

HP+D CONTACT INFORMATION:

Main Point of Contact:
Jason Harrington, RLA, Principal
Jason@HarringtonPlanningDesign.com
Corporate Office: 4711 E. Falcon Drive,
Suite 222, Mesa, AZ 85215
Website: www.HarringtonPlanningDesign.com
Phone: 480.250.0116

A GENERAL INFORMATION

FIRM OVERVIEW

Harrington Planning + Design (HP+D) is a full-service award winning landscape architecture and land planning firm that provides expertise in landscape architecture and planning for public agencies. Founded in 2011 as a Limited Liability Company (LLC) and led by registered landscape architect, Jason Harrington, HP+D is also a SBE – Small Business Enterprise certified by the City of Phoenix and a SBC – Small Business Concern certified by ADOT. HP+D is registered with the Arizona Board of Technical Registration (BTR # 17096-0) for Landscape Architecture. HP+D is located at 4711 E Falcon Drive, Mesa, Arizona 85215. Jason Harrington is the sole owner of HP+D LLC. To see firm registration go to the Arizona Board of Technical Registration (BTR.AZ.gov). Any physical identification of the firm or the Landscape Architects can be provided upon request.

HP+D's team, which includes three (3) Arizona Registered Landscape Architects and three (3) designers have successfully completed projects for municipalities across Arizona, including several in central Arizona. We have completed streetscape projects, complete streets, trails, parks, athletic fields, master plans, design guidelines, multi-modal facilities, civic site work, mobility studies, and transportation facility development projects. HP+D offers Low Impact Development (LID) and sustainable design services with our LEED-AP accredited professionals. Our team includes Sara Jacoby who is an ISA certified arborist and our local plant expert for inventory and salvage assignments.

Harrington Planning + Design is experienced in serving on municipal agency on-call contracts similar to this one. We are currently on-call with the City of Mesa, Town of Fountain Hills (sub-consultant), City of Prescott, City of Casa Grande, City of Scottsdale (sub-consultant), City of Phoenix, Town of Camp Verde, MAG, ADOT (sub-consultant), Navajo County, Mohave County, and are pre-qualified with ASU and the Town of Gilbert as landscape architects.

HP+D has been a landscape architecture and planning design firm since 2011 (over 14 years). Our leadership has a combined total of almost 70 years of professional experience to support the Town of Chino Valley.

APPLICABLE LICENSES

Arizona State Board of Technical Registration Firm #17096-0				
Key Firm Personnel	Years With Firm	Total Years Exp	Initial Year	Arizona Registration
Jason Harrington: RLA, ASLA, ASIC, APWA	14	25	2005	RLA #44161
Yang Yang: RLA, ASLA, LEED-AP	14	23	2005	RLA #44452
Sara Jacoby: RLA, ISA Certified Arborist	7	21	2006	RLA #49568

AREA OF INTEREST

Our primary area of interest is the category of Landscape Architecture which includes master planning, placemaking, wayfinding, concept development, tree master plans, trail and path design, environmental restoration, site planning & design, park and open space facilities, streetscape, active transportation (bike & pedestrian) facilities, visual management, irrigation design and management, GI/LID - green infrastructure design, and development of planning guidelines.

SUPPORTING ELEMENTS

We often engage sub-consultants for supporting roles with land survey, civil engineering, traffic engineering, public outreach, electrical engineering, and structural engineering on a as needed basis to supplement project needs. HP+D has not identified any specific sub-consultant dedicated team members to this Town of Chino Valley On-Call. Our approach is to work with Town staff when task assignments are given to identify firms that best fit each projects needs for sub-consultant support. We intend to review the current Chino Valley On-Call for firms that you have already identified as trusted organizations to fill these roles. If asked for our recommended partners, we will bring local area based firms or firms we have prior experience with to offer suggested sub-consultant partners with Chino Valley experience.

B EXPERIENCE AND QUALIFICATIONS OF THE VENDOR

UNDERSTANDING OF PURPOSE / SCOPE

We understand that the Town of Chino Valley is seeking to identify consultants to support the Town with professional services for a five (5) year agreement. HP+D is interested and excited to be considered for the landscape architect category and have the capability to provide all of the landscape category services. One of our RLA's has her ISA Certified Arborist credentials to support Chino Valley with inventories, assessments, and management of vegetative infrastructure. A second RLA has her green infrastructure credentials as a LEED-AP expert and can support sustainability initiatives and environmental mitigation. Our last RLA is a irrigation specialist and water harvesting expert who can guide the Town with low maintenance and efficient water use systems in support of the communities vegetative infrastructure.

HP+D's approach to municipal projects focuses on understanding local design standards, effective stakeholder coordination, and value-driven delivery. We employ a flexible process that combines technical expertise and proactive management to ensure quality, efficiency, and cost control from concept to final deliverable. After identifying project requirements for the Town of Chino Valley, we will finalize budgets and schedules, emphasizing creativity, sustainability, and financially responsible solutions while considering operational constraints and engaging the public and stakeholders that will enhance the town.

HP+D has several On-Call contracts with other local Arizona agencies, as noted in **Section A** and understands the process of task assignments, quick response needs, and diverse services requests.



City of Phoenix - Ponderosa Stables

YEARS OF EXPERIENCE / CAPABILITIES / QUALIFICATIONS

Our specific technical capabilities include self-performing several typical landscape architectural and planning services. We develop a variety of projects that include design standard tools, inventories, master plans, parks facilities, open space areas, streetscape, green infrastructure solutions, 3D simulation modes, 2D before/after simulations, presentation graphics, public engagement / presentations, irrigation assessments, trails and path design, wayfinding standards, placemaking, and construction inspection services. We utilize Microsoft Office, AutoCAD, Adobe software, ArcGIS, Sketch-up, and Rhino to produce our deliverables for any given project or assignment.

Harrington Planning + Design is registered with the State of Arizona as a landscape architecture firm with our three (3) Registered Landscape Architects each licensed to practice our profession. Our specific licensure numbers are listed under **Section A** of this document.

AVAILABILITY / ACCESSIBILITY OF THE FIRM

HP+D is in an excellent position to handle the workload of any potential On-Call task assignment from the Town of Chino Valley. Our key staff and their support teams have a minimum of 20-30% availability for commitment to the Town of Chino Valley if we are selected for the Landscape Architecture category of the On-Call. We will prioritize any requested individuals' time to respond to assignments and will arrange staff schedules to create availability for increased workloads. We assure the Town of Chino Valley that HP+D staff are available immediately to serve you and are in a position to prioritize Chino Valley projects and maintain design excellence and quality.



City of Avondale - Van Buren Multi-Use Path

CHALLENGES ENCOUNTERS & SOLUTIONS

At HP+D, we embrace the challenges inherent in every project as catalysts for innovation and professional growth. Our team's commitment to learning and adapting ensures that each new experience strengthens our collective expertise, allowing us to deliver thoughtful, practical solutions for our clients. This dedication to continuous improvement drives our approach and sets the foundation for every project we undertake.

Budget is always a challenge that HP+D overcomes. Often, clients ask for elements that enhance a city or town's identity but end up going over budget. The HP+D team has learned from past projects how to navigate budget challenges and adjust design areas to accommodate these types of changes or updates within the budget. During any project creation process, HP+D will generate an itemized cost estimate to help determine phasing and prioritize the overall budget. We use current verified prices for all itemized elements to ensure accurate pricing. We often identify unique concepts that reduce budget impacts while remaining durability with materials or construction methods.

Scheduling is another challenge the HP+D faces when working with clients. Often, obstacles throughout the process of the project affect the schedule. At HP+D, we make it essential to add at least two to three weeks to the schedule to act as a buffer for any unforeseen challenges or errors that may occur throughout the process. We have learned from past on-call projects to include time buffers. We manage our project timelines and deliver published schedules with progress updates for each assignment. HP+D forecasts submittals, deliverables, and events as well as provide calendar reminders to our clients at the beginning of each project.



HP+D has an open collaborative work environment to explore new design ideas and solutions. This culture promotes creative plans that are technically sound and truly original.

We feel that the **PROCESS** is as important as the finished **PRODUCT**, which is why we never forget that excellent customer service is key to every business experience and to our daily activities.



MAG - Agua Fria Multi-Use Path

At HP+D, we recognize that every project brings unique challenges and concerns, particularly during the design process. Utility companies frequently collaborate with landscape architects to determine ownership and proactively address potential conflicts with utility lines. Drawing on our extensive project experience, we have made transparency and open communication central to our approach. By maintaining ongoing dialogue with stakeholders and clients, we effectively identify and resolve concerns early, ensuring a smooth project process and minimizing issues down the line.

HP+D's dedication to transparent communication, adaptability, and ongoing improvement ensures that we consistently deliver exceptional results. We remain committed to overcoming challenges and providing innovative, client-focused solutions on every project.

APPROACH TO MULTIPLE TASKS

At HP+D, we proactively address project and communication challenges by actively listening and crafting solutions that drive positive results for our clients. Our team is well-equipped to manage multiple tasks simultaneously, ensuring the Town of Chino Valley On-Call assignments are handled seamlessly. We have three (3) experienced project management leaders, each capable of leading a team for any assignment, supported by a total staff of six who are ready to mobilize quickly and efficiently. Each leader brings over fifteen (15) years of experience at HP+D, adeptly delegating responsibilities to team members. Task organization for every staff member is maintained in a shared calendar, updated daily to reflect current priorities. Additionally, all staff maintain up-to-date lists of their ongoing projects, including project phases and anticipated deadlines, which are reviewed and updated daily.

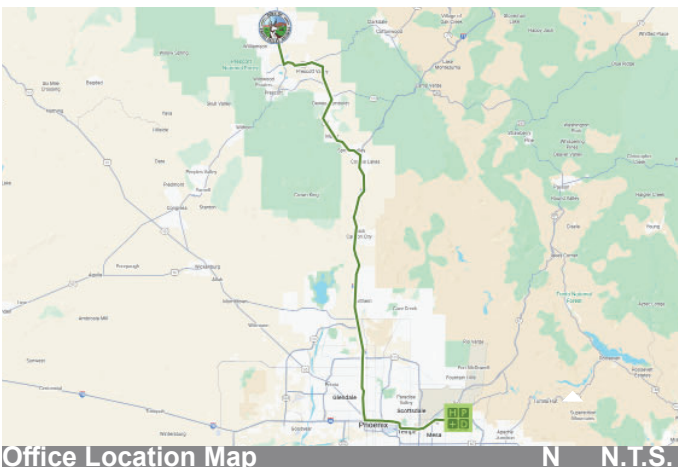


AREA EXPERTISE / LOCAL KNOWLEDGE

HP+D is familiar with central Arizona and the unique conditions of the region. We are On-Call with the City of Prescott, Town of Camp Verde, and the City of Sedona. We provide services to several communities with 4-season environments like the City of Kingman, City of Flagstaff, and Town of Payson. Our understanding of potential fire hazards, snow melt / runoff, higher elevation climates, and potential flood events helps us make this statement.

OFFICE LOCATION

HP+D is located at 4711 E. Falcon Drive, Suite 222 in Mesa, Arizona, under a 2-hour drive to the heart of Chino Valley. When urgent communication or coordination is required, we often utilize virtual meeting software to provide immediate availability. We have over 3000 square feet of professional office space with executive suites for key staff, a conference room, a team charrette workspace, office library, and a small kitchenette. HP+D has been at our Mesa location since 2022. All staff are local Arizona Community members who work in the office.

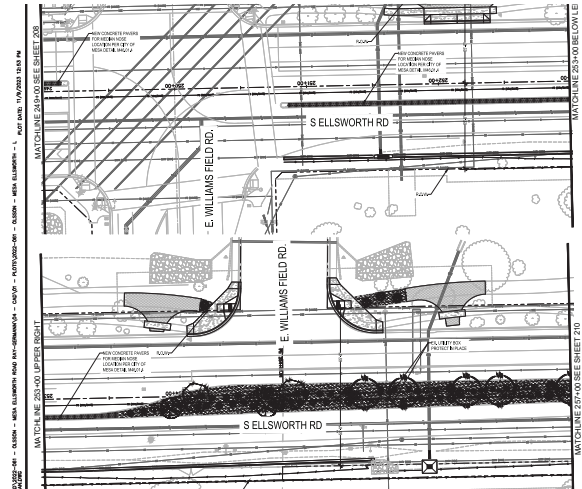


COMPARABLE PROJECTS

The following projects represent a diverse sample of public work completed by HP+D. In accordance with the RFQ requirements, we have created our list of three (3) completed projects and an addition two (2) that are within the last 60 months (five years). Upon request, we can provide additional examples of projects from various locations throughout Arizona, including comparable work addressing different types of landscape architecture services.

Mesa - Ellsworth Road: Ray to Germann

This project is a roadway median improvement project from Germann Road to Ray Road between SR-24 and the Town of Queen Creek limits. The complete street design for this project includes shade trees and landscape understory shrubs, and an irrigation system within the median. Decorative concrete pavers are installed at the median nose, per City of Mesa standards. HP+D delivered conceptual landscape plans, hardscape plans, irrigation plans, cost estimates, and specifications for this project. This project created a plant palette that both the City of Mesa approved of and enhanced the surrounding landscape.



Point of Contact:

City of Mesa
55 N. Center St.
Mesa, AZ 85201
Mehran Salehi
O:480.644.5978
E:Mehran.Salehi@mesaaz.gov

Services of Firm:

Landscape Architect (sub)
Begin/End:
August 2022 / November 2024 (design)



El Mirage Gentry Park Master Plan

The City of El Mirage's update to Gentry park incorporates elements from three original concepts provided by HP+D to create a final concept - "Fun-Tastic" that proposes a complete redesign of facilities on 8 acres. Some of the main features in the final concept for this master plan are the "urban forest" theme playground, butterfly garden, meditation maze, and a coffee yard and game zone located outside of the youth center. Multiple sports courts were also integrated into the parks final design. The vine archway entry monument and pavilion/performance stage are key features that contribute to the placemaking of this park making Gentry Park a monumental recreational site in El Mirage.

Point of Contact:

City of El Mirage
10000 N El Mirage Rd
El Mirage, AZ 85335
Jorge Gastelum
O:623.876.2976
E:jgastelum@
elmirageaz.gov

Services of Firm:

Landscape Architect (sub)

Begin/End:

May 2022 / December 2022



Kingman - Beale Street Improvements

This project for the City of Kingman for the Beale Street roadway improvements included the improvement of ADA accessibility conditions, shade trees for the sidewalks and parking, design features like wayfinding and seating, site furnishings such as bike racks and trash receptacles, lighting elements to identify character and finishes, and placemaking features such as storytellings hardscape. This project also implemented the use of bio-swales within each intersections' crossing to improve drainage in the roadway and decrease the water usage of the new irrigation plan put into place. The use of drought tolerant plants also improved the sustainability of this project. HP+D completed Site Analysis, Planting / Irrigation Design, and Street Site Design.

Point of Contact:

City of Kingman
310 N 4th St
Kingman, AZ 8640
Jack Plaunty
O:928.565.1279
E:jplaunty@
cityofkingman.gov

Services of Firm:

Landscape Architect (sub)

Begin/End:

May 2020 / May 2025



5.2 GATEWAY SIGNAGE - TIER 1

The Gateway Signage element design are summarized in [Appendix E](#).

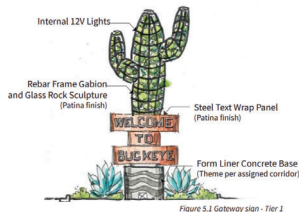


Figure 5.1 Gateway sign - Tier 1

5.4 GATEWAY SIGNAGE - TIER 3

The Gateway Signage element design are summarized in [Appendix E](#).

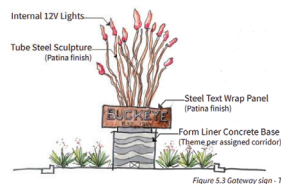


Figure 5.3 Gateway sign - Tier 3

5.3 GATEWAY SIGNAGE - TIER 2

The Gateway Signage element design are summarized in [Appendix E](#).

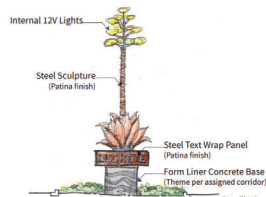


Figure 5.2 Gateway sign - Tier 2

Buckeye - Arterial Gateway Design Guide

HP+D provided planning and concept production for all arterial roadways or gateways in the City of Buckeye. This included the creation of concepts for major and minor gateway wayfinding signage and median design. HP+D held presentations to City Council and stakeholders. They coordinated engagement meetings and used City Council's and community input to guide this original design specific to Buckeye. The concepts were developed under the guiding principles of maintenance sensitivity, low water use, and sustainability featuring ADWR certified plant lists, and recycled construction materials in the design. These concepts were used to create the Arterial Gateway Median Design Guide. In conjunction with the Guide, a maintenance manual was developed specifying proper care and replacement practices for medians constructed in the future.

Point of Contact:

City of Buckeye
945 N. 215th Ave.
Buckeye, AZ 85326
Ken Galica
O:623.349.6214
E:kgalica@buckeyeaz.gov

Services of Firm:

Landscape Architect
Begin/End:
March 2022 / July 2024

LAND OWNERS & PARCEL NUMBERS

- 1 SEGMENT 1: SONORIAN BAY RANCH
USA: BOR (201-02-0008, 201-02-0009, 201-02-0010)
- 2 SEGMENT 2: NEW RIVER TO MARICOPA TRAIL
USA: BOR (201-30-001)
- 3 SEGMENT 3: AQUA PRIMA TO STATE LAND
USA: CAP (201-02-014)
- 4 SEGMENT 4: RIVER LEVER TO MARICOPA TRAIL
USA: BOR (201-02-0008, 201-02-0009, 201-02-0010, 201-02-0011, 201-02-0012, 201-02-0013, 201-02-0014, 201-02-0015, 201-02-0016, 201-02-0017, 201-02-0018, 201-02-0019, 201-02-0020, 201-02-0021, 201-02-0022, 201-02-0023, 201-02-0024, 201-02-0025, 201-02-0026, 201-02-0027, 201-02-0028, 201-02-0029, 201-02-0030, 201-02-0031, 201-02-0032, 201-02-0033, 201-02-0034, 201-02-0035, 201-02-0036, 201-02-0037, 201-02-0038, 201-02-0039, 201-02-0040, 201-02-0041, 201-02-0042, 201-02-0043, 201-02-0044, 201-02-0045, 201-02-0046, 201-02-0047, 201-02-0048, 201-02-0049, 201-02-0050, 201-02-0051, 201-02-0052, 201-02-0053, 201-02-0054, 201-02-0055, 201-02-0056, 201-02-0057, 201-02-0058, 201-02-0059, 201-02-0060, 201-02-0061, 201-02-0062, 201-02-0063, 201-02-0064, 201-02-0065, 201-02-0066, 201-02-0067, 201-02-0068, 201-02-0069, 201-02-0070, 201-02-0071, 201-02-0072, 201-02-0073, 201-02-0074, 201-02-0075, 201-02-0076, 201-02-0077, 201-02-0078, 201-02-0079, 201-02-0080, 201-02-0081, 201-02-0082, 201-02-0083, 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C STAFF EXPERIENCE, CAPABILITIES, & ASSIGNMENTS

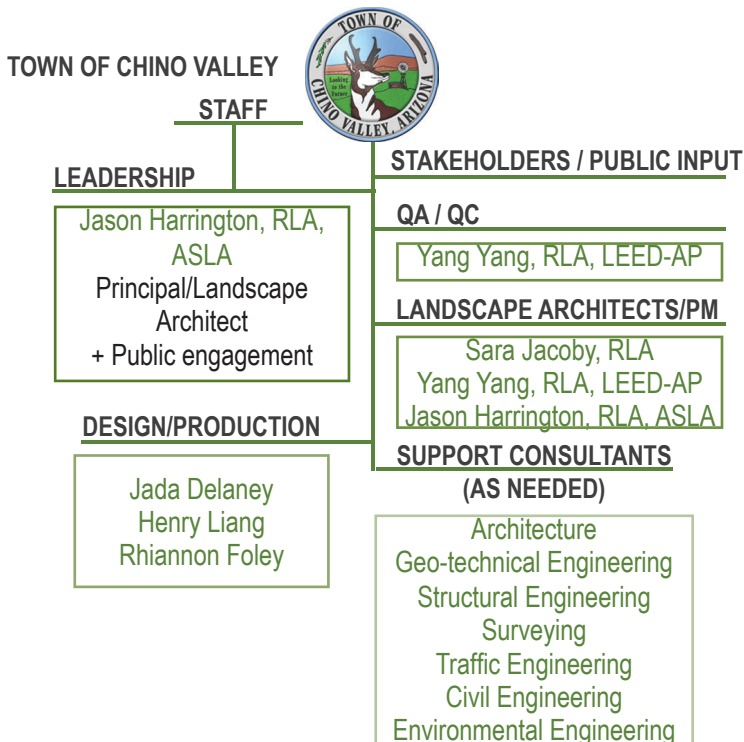
KEY PERSONNEL

Harrington Planning + Design is registered with the State of Arizona as a landscape architecture firm with our three (3) Registered Landscape Architects each licensed to practice our profession. Our specific licensure numbers are listed under **Section A** of this document.

The following key personnel will be the leadership assigned to all Chino Valley projects and be involved with all tasks. All HP+D staff are based in Arizona and work locally in Mesa. Jason Harrington will lead the contract and task administrative requirements during the on-call duration. He will selectively lead design tasks and be the stakeholder engagement and public presentation lead for all projects. Yang Yang will act as QA/QC and lead all green infrastructure needs. Sara Jacoby will manage select projects and lead all planting design assignments. Resumes of key personnel are located in **Appendix A**.

ORGANIZATION CHART

The following is a graphical summary of our team structure for this on-call contract. Each project assignment from the on-call will be individually reviewed to identify the appropriate or preferred team members and roles.



KEY STAFF

JASON HARRINGTON RLA, ASLA

Landscape Architect / Project Manager
25 years exp. / 14 years firm exp.
Iowa State University /AZ RLA #44161



The contract manager for the Town of Chino Valley will be Jason Harrington. Jason is a seasoned project manager with over 25 years of public projects experience. He is a Registered Landscape Architect and has a firm understanding of what it takes to make a project successful and has a keen focus on project schedule, quality control, designing within budget, and practical implementation strategies. He will ensure project staffing needs are met, facilitate meetings and design charrettes, and manage each project budget and schedule. His specific experiences in master planning and in preparing streetscape design visions, water harvesting methods, mitigation of urban heat island practices, and promote cooling environments with strategic material selections.

Jason Harrington, RLA

LENGTH OF TIME WITH THE FIRM	14 years
PROFESSIONAL REGISTRATIONS	RLA #44161
PERCENTAGE OF TIME COMMITTED	30%
ROLE/RESPONSIBILITY	LEADER

NOTABLE PROJECTS LIST

- City of Kingman: Beale Street
- City of Kingman: I-40 TI Landscape updates
- City of Kingman: Cecil Davis Splash Pad
- City of Prescott: Carleton Street
- City of Prescott: Goodwin Street
- Town of Cave Creek: Carefree Highway Trailhead
- City of Payson: Ponderosa Bible Church
- Town of Payson: Granite Dells Park
- City of Sedona SR-179 Park N Ride update
- City of Phoenix: 56th Street Complete Streets
- City of Buckeye: Active Transportation Master Plan
- City of Buckeye: Downtown Buckeye Monroe Avenue Concepts
- Town of Fountain Hills: Downtown Core Plan
- City of Mesa: Lehi Path Trailheads
- City of Scottsdale: Miller Road Rawhide Wash

YANG YANG RLA, ASLA, LEED-AP
Landscape Architect / Project Manager
23 years exp. / 14 years firm exp.

North Carolina State University /AZ RLA #44452

Yang has been with HP+D for 14 years since its inception. She has a strong background in visionary planning and placemaking design and is a Registered Landscape Architect. Her ability to identify community and cultural significant story-telling materials and work them into the fabric of the design elements is a strength. Yang is also a LEED-AP credentialed individual and will offer ideas to embrace sustainability practices with the final design. She will lead the low impact development opportunities in most projects with water harvesting methods, mitigation of urban heat island practices, and promote cooling environments with strategic material selections. She excels at concept development and analysis of sites. Yang will take responsibility of quality control for this on-call.



Yang Yang, RLA, LEED-AP

LENGTH OF TIME WITH THE FIRM	14 years
PROFESSIONAL REGISTRATIONS	RLA #44452
PERCENTAGE OF TIME COMMITTED	30%
ROLE/RESPONSIBILITY	QA/QC

NOTABLE PROJECTS LIST

- City of Kingman: Beale Street
- City of Kingman: Downtown Pedlet Toolkit
- City of Buckeye: Arterial Gateway Design Guide
- City of Buckeye: Verrado Way Median Improvements
- Town of Pima: Pima High School
- City of Peoria: New River Trails DCR
- City of Peoria: Old Town Peoria Master Plan
- City of Tempe: Crosscut Canal Shared Use Path
- City of Avondale: Central Avenue Complete Streets
- City of Avondale: Van Buren Multi-Use Path 113th Avenue to Agua Fria
- City of Avondale: Aqua Fria River Shared Use Path - MC-85 to Festival Fields
- Town of Fountain Hills: Downtown Core Plan
- City of Mesa: Lehi Path Trailheads
- City of El Mirage: Gentry Park Master Plan
- City of Phoenix: 56th Street Complete Streets

SARA JACOBY RLA, ASLA, ISA Certified
Arborist WE-6908A, LEED-AP

Landscape Architect / Project Manager
21 years exp. / 7 years firm exp.

BS Texas A&M University /AZ RLA #49568

Sara's experience in Horticulture and Landscape Architecture ranges from the desert Southwest to California and to Texas. She has been an active participant and collaborated with various disciplines on a wide range of projects from residential, to commercial, to public facilities, and infrastructure developments. Being an ISA Certified Arborist, she is a firm believer in the value and benefits of a well designed and well maintained landscape. Sara has been with HP+D for 7 years and is a plant materials expert.



Sara Jacoby, RLA

LENGTH OF TIME WITH THE FIRM	7 years
PROFESSIONAL REGISTRATIONS	RLA #49568
PERCENTAGE OF TIME COMMITTED	25%
ROLE/RESPONSIBILITY	PM

NOTABLE PROJECTS LIST

- City of Kingman: Beale Street
- City of Kingman: Gateway Monument Signs
- Town of Queen Creek: Queen Creek Wash Trail Phase 1
- Valley Metro: NW Extension LRT corridor
- City of Sedona SR-179 Park N Ride update
- City of Scottsdale: Miller Road Rawhide Wash
- City of Mesa: Ellsworth Road
- City of Mesa: Roosevelt Road Improvements
- City of Avondale: Van Buren Multi-Use Path 113th Avenue to Agua Fria
- City of Avondale: Dysart Road Medians - Indian School Road to I-10 Freeway
- City of Phoenix: Oak Street Bike Lanes
- City of Phoenix: 3rd Street Promenade
- City of Surprise: Waddell Road - Loop 303 to Reams Road
- City of Glendale: MAG Sidewalk Gap Study

D PROJECT UNDERSTANDING AND APPROACH

APPROACH / MANAGEMENT OF PROJECTS

Our approach to delivering these specific services is to discuss each project or task needs with Town staff and identify our internal team members strengths and availability during scoping to ensure the start-to-finish project continuity of HP+D staff. We intend to identify support consultant needs, typically drawing upon the current Town Engineering and Architecture On-Call for initial suggestion team members vetted by City staff, or utilize local based firms if preferred for all support needs which HP+D cannot provide internally.

Once each project has its requirements identified, we finalize budgets and schedules as part of each task assignment launch. The design approach we apply starts with a thorough understanding of the project goals, schedule, and budget. The HP+D standard approach is to include creativity with our problem-solving integrated sustainability when possible, pay attention to design solutions that are financially responsible, and offer public and stakeholder engagement when practical.

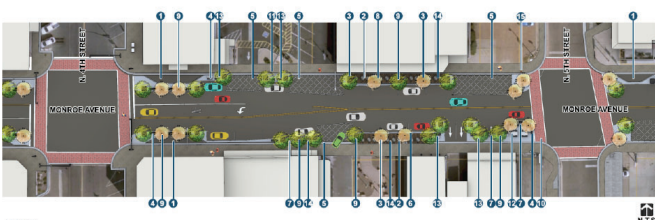
Typical projects begin with a kickoff event, data collection, data analysis, preliminary deliverables, progress coordination and reviews meetings, escalating submittals, and a final permit ready package for construction bidding and installation. HP+D has successfully completed planning, final design, and construction administration roles for many Arizona agencies over the past 15 years. With input from Town staff on the most effective way to address these issues. HP+D will formulate a resolution, share any time or budget impacts by changes needed, and communicate any actions proposed to achieve acceptance by the Town to take that action.



Each issue will bring different challenges, and each solution will be resolved uniquely. The common factor of all issue resolutions is that HP+D will prioritize our time to respond to these issues, offer solutions, and take action to remedy any concerns as quickly and effectively as possible.

PROVIDE EXPEDITED SERVICES ON REQUESTS FOR PROPOSALS AND DELIVERABLES

At HP+D, our size is our strength, we are compact enough to be flexible and nimble with staffing collaboration, yet large enough to address larger scales and complex issue-based projects. HP+D is led by one decision maker who dedicates resources to expediting services for proposals and deliverables. Since 2011 the level of customer service that HP+D provides is unmatched. Scope proposals are made within a 48 hour time period, project kick offs are completed within 3 working days following notice to proceed, and landscape package delivery can occur quickly. The best ability is availability! HP+D guarantees to deliver proposals and our task deliverables with efficiency and accuracy.



City of Buckeye - Monroe Avenue Concepts

PROVIDE QUICK RESPONSE TIMES TO INQUIRIES

HP+D understands that responding quickly to requests and issues is critical to customer service. We believe that time is one of the most valuable aspects of the design process, having materials submitted on schedule is key to maintaining the progress of a project. Our approach with communication is building a relationship with the client that begins with being flexible and being active listeners. We emphasize being proactive with problem solving and communication. A key focus of being proactive for us is responding to client phone calls either immediately or within 24 hours. Communication through email is also one of our strengths.

Client email inquiries are resolved by providing the requested information or closing out the inquiry within 48 hours. We anticipate management issues before they arise and manage budgets and schedules effectively through effective communication in office and with clients. We balance the design vision, resources, community input, and sustainable practices within our approaches to active communication and delivery of materials.

QUALITY CONTROL

Accuracy are essential to providing quality design and customer services. At HP+D, we pride ourselves on our performance and employ measures that ensure our submittal products are valid and meet the highest professional standards.

Project controls are crucial to the efficiency and performance of any project to ensure it is done correctly the first time. HP+D is committed to providing a quality product to match our level of customer service and build upon our excellent reputation as design professionals.

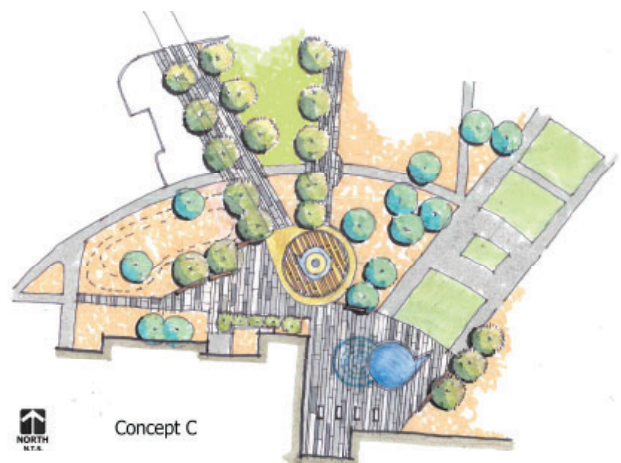


City of Tempe - Country Club Way Improvements

We have 3 strong project management leaders that each can lead a team for any given assignment and for each project we will have at least two rounds of QA/QC from senior staffs.

PROJECT MANAGEMENT SYSTEM AND TOOLS

At HP+D, we address project and communication issues by listening and developing a response that works to find a positive outcome for our clients. Our ability to manage multiple task assignments concurrently is not an issue with this Town of Chino Valley On-Call. We have 3 strong project management leaders that each can lead a team for any given assignment and a total staff of 6 that can be mobilized to respond quickly and efficiently. Our 3 project management leaders have 20+ years of experience at HP+D delegating work to other staff. Organization of tasks for each staff member is recorded on a public business calendar and updated daily. All staff have lists of current projects they are working on that are updated with the project phase and anticipated deadlines on a day to day basis.



City of Avondale - City Center Plaza



City of Phoenix - Camelback Underpass

APPENDIX:

A-1: RESUMES

B-1: VENDOR INFORMATION FORM

JASON HARRINGTON, RLA, ASLA, APWA Landscape Architect

During his 20+ year career, Jason has developed strong project leadership and design capabilities that are focused in the public work area. He will ensure project staffing needs are met, facilitate meetings and design charrettes, and manage the project budget and schedule. Jason is an experienced landscape designer, plant material specialist, irrigation designer, public facilitator, and cost estimator. Jason has an extensive background in irrigation design and water management. Jason founded **HP+D** in 2011.

REPRESENTATIVE PROJECTS

Avondale City Center Master Plan Model and 3D Vision Avondale, AZ

3D Modeler and Graphics Lead responsible for the master plan designed to establish a central Town Core for a Live-Work-Play-Socialize space for the City of Avondale. A master plan of the site was prepared using the design guidelines from the SAP and a 3D virtual model of the proposed environment was developed. The 3D model was used to create a video of the City Center design for use in marketing the economic development of the project. The project created a mixed use development that included public-private partnerships. A green belt park space was included in the design to link the different development hubs together.

Avondale Van Buren Corridor Multi-use Path Avondale, AZ

Landscape Architect responsible for the approx. 1.5-mile multi-use path located in a mixed-use area that serves as a gateway into the City. The scope of the project includes data/site analysis, programming and alternative concepts, and a final concept, which includes hardscape, landscape, and irrigation elements, as well as wayfinding, shading, and the development of a character/theme for the corridor.

MAG Avondale Underpass Avondale, AZ

This project study with MAG in Avondale identifies design options to install a new segment of Multi- Use Path along the Agua Fria River and connect it to existing neighborhood trails to create a full network of trail systems around the city. One of the crossing alternatives for this study includes a 2-stage underpass under UPRR and MC85 that includes lighting and active transportation theming. Yang was responsible for developing the site design.



26

YEARS OF
EXPERIENCE

14

YEARS WITH
HP+D



EDUCATION

Iowa State University
University of Northern Iowa



REGISTRATIONS

Landscape Architect:
AZ #44161, NM #396,
TX #2797, NV #927, ID
#9371345



PROFESSIONAL ASSOCIATIONS

- American Society of Landscape Architects (ASLA)
- ASLA PPAC National Committee Chair (2011-2012)
- ASLA PPAC National Committee Member (2010-2015)
- American Society of Irrigation Consultants
- Arizona Public Works Association (APWA)



HARRINGTON PLANNING + DESIGN

Kingman Parklet Guide Kingman, AZ

The project for the City of Kingman consists of a development of a streetscape design guideline for private development of gathering spaces within the public downtown streetscape environments. This design guideline will provide direction on design material choices and space configuration to allow private development to encroach within the public right of way for patio, enclosure, dining area, and landscape features. Yang took responsibility for project management.

Mesa Lehi Shared Use Path – Phase 1 Mesa, AZ
Landscape Architect responsible for the landscape and irrigation plans for the shared use path trailheads / parking facilities located at Val Vista and McDowell Roads.

Mesa Gateway Spine Road Mesa, AZ
Landscape Architect responsible for the landscape and irrigation plans for the Gateway Spine Road complete street design project.

Mesa Ellsworth Road Ray-Germann Mesa, AZ
Landscape Architect responsible for the landscape and irrigation plans for the Ellsworth Road Ray-Germann Road.

Old Town Peoria Peoria, AZ

This streetscape project is located between Cotton Crossing and Grand Ave along 83rd Ave in Peoria, AZ. HP+D provide collaborative concept planning with WSP and ALTA for approximately +/- 0.5 mile in length streetscape and new vision for Osuna Park. Yang's role for this is project manager and lead designer.

Gentry Park Master Plan Update El Mirage, AZ
This project includes the design of varying Master Plan concepts for Gentry Park. One of the concepts utilizes rain water harvesting gardens, another focuses on an urban forest theme with large leaf and flower shaped shade structures, and another concept incorporates music into the children's playground area. The goal of this project was to create a design that activates the public recreation space for the community by making this park a destination and landmark for El Mirage. Yang's role on the team was to create the respective concepts

and revise them based on City feedback.

El Mirage Community Garden El Mirage, AZ
Landscape Planner responsible for the new concept and construction documents for a community garden, which included salvaging existing garden pieces to be integrated into a new garden space. Stakeholders input and construction documents, included special provisions, were provided as part of the scope of work.

Lewis Street - North/South Connector Mesa, AZ
Concept Planner responsible for the extension of a previous phase pathway from First Street to the Convention Center. This pedestrian enhancement project is aligned over the abandoned Lewis Street that links many of the feature buildings of downtown Mesa, including the Arts Theater, City Hall, the Library, and the Mesa Convention Center. The project included specialty pavements at nodes, benches, light fixtures, bike racks, and trash receptacles. The major pedestrian node centered on the September 11th Memorial for Mesa.

Mesa US-60 Shared Use Path Mesa, AZ
Yang was responsible for quality control for the proposed US-60 Shared Use Path Project of approximately 2 miles in length, spanning from the Consolidated Canal to the Eastern Canal. The path will connect to two City of Mesa parks and two City of Mesa basin areas that serve residential areas. At the Eastern Canal, the path continues south along the Eastern Canal and terminates at Greenfield Road. This project delivered a PA report and 15% design plans for final engineering.

Peoria New River Trails Peoria, AZ
This project is a multi-use pathway DCR study located along the New River from Jomax Rd to the Central Arizona Project (CAP) canal and along the CPA to Lake Pleasant Parkway. Yang is project designer involved in the design and client coordination.

YANG YANG, RLA, LEED-AP Landscape Architect

With over 20 years of landscape architecture experience, Yang will be responsible for the overall quality of products and will work closely with staff to provide efficiency and accuracy of our design submittals. Depending on each project's scope/needs, Yang will provide production support and creativity, and has direct knowledge and understanding of projects in the public realm. Her strengths are coordination, visual communication, and schematic concepts throughout each of her projects. Yang has been with HP+D since its inception in 2011.

REPRESENTATIVE PROJECTS

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3D Modeler and Graphics Lead responsible for the master plan designed to establish a central Town Core for a Live-Work-Play-Socialize space for the City of Avondale. A master plan of the site was prepared using the design guidelines from the SAP and a 3D virtual model of the proposed environment was developed. The 3D model was used to create a video of the City Center design for use in marketing the economic development of the project. The project created a mixed use development that included public-private partnerships. A green belt park space was included in the design to link the different development hubs together.

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24

YEARS OF
EXPERIENCE

14

YEARS WITH
HP+D



EDUCATION

North Carolina State University, 2002
Master of Landscape Architecture
South China University of Technology, Guangzhou, China Bachelor of Architecture, 1999



REGISTRATIONS

Landscape Architect,
AZ #44452

LEED Accredited
Professional



PROFESSIONAL ASSOCIATIONS

American Society of
Landscape Architects
(ASLA)



HARRINGTON PLANNING + DESIGN

Buckeye Arterial Gateway Guide Buckeye, AZ
HP+D provided planning and concept production for arterial gateways in Buckeye. This included the creation of concepts for major and minor gateway wayfinding signage and median design. These concepts were used to become part of a set of design guidelines for Buckeye's streets. Yang facilitated gateway monument sign development and material selection for this project.

City of Buckeye Bicycle and Pedestrian Master Plan Buckeye, AZ

The Maricopa Association of Governments (MAG) funded a one time master plan for the City to create a vision for the active transportation network. This project provided data collection of existing facilities and site conditions throughout the City. A gap analysis was provided and connectivity to adjacent municipality networks was evaluated. Standard City details were prepared for the active transportation facility development. An overall master plan report was prepared, public engagement meetings held, and a phasing priority recommendation made. Landscape Architect responsible for project coordinate and quality control.

MAG Gilbert Western Powerline Gilbert, AZ

This project was approximately 3 miles split into 2 segments. Segment 1 is between Lindsay Road and Powerline Multi-Use Path while Segment 2 is between Eastern Canal and Recker Road. The purpose of this project was to propose improvements that will create continuity throughout the corridors. Yang was responsible for quality control.

MAG Tempe Country Club Way Streetscape Improvements Tempe, AZ

Landscape Planner responsible for the project assessment, scoping and 15% design for the seven-mile addition of bicycle and pedestrian facilities corridor, which provides a connection between the City of Chandler, ASU Research Park, Tempe Market Place retail center, recreational activities at the Tempe Town Lake, and connectivity to multi-modal networks linking to the cities of Mesa and Scottsdale.

Mesa Commercial Water Meter Assembly Rehabilitation Project Mesa, AZ

2D Graphics Lead responsible for visual support graphics and landscape planting planning and design services. The project included 35 locations of vaults for water meter and backflow assemblies that moved to above grade installations. Site review and analysis of existing vaults and service points were photo-documented, then transformed into proposed photo-simulations of the future design appearance. HP+D also provided CAD technical plans and specifications of the proposed landscape and irrigation improvements to each location.

West Indian School Road Improvements

Buckeye, AZ

A two phased project designing landscape, hardscape and irrigation improvements between North Jackrabbit Trail and North Perryville Road. The project developed a DCR and design for the expansion of the road. Yang was responsible of Project Managing throughout the entire project.

North Jackrabbit Trail Improvements Buckeye, AZ

A two phased project to expand Jackrabbit Trail between West Indian School and West Thomas Road which is equal of a mile in length. The project developed a DCR and design of the streetscape including hardscape, landscape and irrigation design.

Avondale Central Avenue Complete Streets

Avondale, AZ

Bioswale Designer responsible for the design concept and construction documents for a complete streets improvement to the existing Central Avenue arterial corridor. The existing road used a road diet to narrow pavements and provide space for on and off road bicycle lanes. It also widened and rebranded the pedestrian environment with enhanced pavements, shade trees, way-finding signage, and site furnishings. The improvements created a unique identity for the streetscape that developed a safe-routes to school environment.

SARA JACOBY, RLA LANDSCAPE ARCHITECT

As a native of Arizona, Sara has an innate appreciation for the efficiency and beauty of arid landscapes. Her experience in Horticulture and Landscape Architecture ranges from the desert Southwest to California and to Texas. She has been an active participant and collaborated with various disciplines and Client on a wide range of projects from residential, to commercial, to public facilities, and industrial developments. Being an ISA Certified Arborist, she is a firm believer in the value and benefits of a well designed and well maintained landscape.

REPRESENTATIVE PROJECTS

Avondale Boulevard Avondale, AZ

A streetscape design for improvements on Avondale Boulevard starting at Hilton Way and ending at Coldwater Springs Boulevard. Responsible for project management, design, and plant selection.

Avondale Boulevard Medians Avondale, AZ

Project of 0.9 mile between I-10 and Cold Springs Boulevard. Was part of the team responsible for the landscape design of existing medians throughout the site as well as landscape design for the roadway edges. Specifically worked on existing tree analysis and inventory, design, and project management.

City Center Plaza Avondale, AZ

A new plaza and open space landscape design between Avondale Boulevard and Civic Center Drive near the Avondale Visitor and Conference Center. Landscape Architect responsible for tree inventory, conceptual design, and plant selection.

Buckeye Arterial Gateway Guide Buckeye, AZ

A solutions toolkit specifically on Arterial Roadways throughout Buckeye, Arizona. The toolkit provides design options for road medians and landscape areas to give a sense of identity for each corridor that is in the city. Landscape Architect responsible for plant selection and design quality control.

Alma School Road Chandler, AZ

Landscape Architect responsible for project management, existing planting and irrigation inventory analysis, as well as the design for the road improvements on 0.75 mile between Kingbird Drive and the SR202 plus an intersection at Germann Road.



23

YEARS OF
EXPERIENCE

7

YEARS WITH
HP+D



EDUCATION

Texas A&M University
Bachelor of Science
Horticulture



REGISTRATIONS

Landscape Architect:
AZ #49568
ISA Certified Arborist
WE-6908A



PROFESSIONAL ASSOCIATIONS

International Society of
Arboriculture (ISA)
Arizona Nursery
Association (ANA) SHADE
Committee 2007-2012
Arizona Community Tree
Council, Board of Directors
2008-2012



HARRINGTON PLANNING + DESIGN

SARA JACOBY, RLA
(continued)



HARRINGTON PLANNING + DESIGN

Ellsworth Road Improvements: Ray Road To Germann Road Mesa, AZ

Located on Ellsworth Road between Germann Road and Ray Road, a roadway median landscape redesign with landscape restoration on streetscape edges in coordination with the new intersection that is developed for. Landscape Architect responsible for quality control.

New River Trail Peoria, AZ

Responsible for quality control in the project of a regional path project for the City of Peoria from Jomax to Central Arizona Project Canal to Lake Pleasant Parkway. The project focus was to create a Design Concept Report for this project.

Queen Creek Path - Phase 1 Queen Creek, AZ
Located between Crimson Road and Rittenhouse Road with a span of 1.5 miles. Responsible for project management, tree inventory, and planting and irrigation design of the 12 foot wide Multi-Use Path along the Queen Creek Wash as well as the restoration of distributed landscape.

COS Paiute Park Splash Pad Scottsdale, AZ
A redesign of a splash pad located at Paiute Park. Design included the replacement of equipment and existing features on site and the addition of a 24" seating wall surrounding the pad with 4 openings. Responsible for quality control on this project.

Miller Road Scottsdale, AZ
Responsible for tree inventory, plant selection, and quality control as part of the 0.6 mile of road improvements as well expansion to four lanes from Pinnacle Peak Road to Parkview Lane. Worked in coordination with the Rawhide Wash Flood Hazard Mitigation Project since a new vehicular bridge was to be built at Rawhide Wash crossing.

Old Town Bike Master Plan Scottsdale, AZ
Responsible for project management and coordination of public focus group input as part of the Bicycle Master Plan in and through Old Town Scottsdale which is located between Chaparral Road and Earll Drive going North and South, and 68th Street and Miller Road going West to East. Goals included the increase of bike safety and connectivity throughout Old Town Scottsdale.

Scottsdale Country Club East 9 Scottsdale, AZ
Landscape Architect who took on the roles of project management, site analysis, and design for a residential community project reducing the amount of turf in 18 common areas throughout the site. The community is located at the corner of Cactus Road and Hayden Road.

Scottsdale PM-10 Roads Scottsdale, AZ
A project for the City of Scottsdale to pave multiple dirt roads in the city. The project scope included incorporating inventory and salvage information for each project road location. The Landscape Architect in charge of quality control for landscape specifications and design for disturbed areas.

Tempe Country Club - Phase 1 Tempe, AZ
Participated in the Bike and Pedestrian improvements while inputting Multi-Use paths along 3.5 miles of Country Club Drive between the US-60 Freeway and Warner Road. Landscape Architect responsible for tree inventory, site analysis, and construction administration.

Dream City Church Phoenix, AZ
An expansion of the existing church located on Cave Creek Road. Took part of the landscape and irrigation improvements and took on the role of quality control role in collaboration with Barduson Architects for the expansion project.

Faith Christian Center Phoenix, AZ
Phase one of a landscape plan for the existing Faith Christian Church Center. The design included landscape and lighting in the southwestern corner of the worship center location as well as the designated parking lot. Landscape Architect responsible for the roles of tree inventory, project management, and design.

Reunion Community Church Peoria, AZ
Landscape Architect responsible for the project management of the conceptual redesign of the existing church located on Cactus Road. Main focus the entry parking lot and design for the recreational areas of the church.

SECTION A**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT****PART 3. VENDOR INFORMATION FORM**

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact

Harrington Planning + Design	Jason Harrington
Vendor Submitting SOQ	Name
L16981920	Principal
Arizona Corporation Commission File No.	Title
45-2951894	480-250-0116
Federal Tax ID No.	Phone
3116 S. Mill Avenue, Suite 305	N/A
Address	Fax
Tempe AZ 85282	jason@harringtonplanningdesign.com
City State Zip	Email
harringtonplanningdesign.com	
Website	Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

☒ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

If yes, please include details and documentation of the certification.



HARRINGTON PLANNING + DESIGN

April 9, 2026

Steven Sullivan, PE
Town Engineer / Assistant Public Works Director
Town of Chino Valley
202 North State Route 89A
Chino Valley, Arizona 86323

Subject: HP+D standard Billing Rates 2026

Dear Mr. Sullivan:

Please find the Harrington Planning + Design (HP+D) standard billing rates and staff classifications below:

Principal / SR RLA	\$160.00/hour
Associate / RLA / Project Manager	\$140.00/hour
Technical Services / Designer	\$120.00/hour

If you require any additional information at this time, please let me know

Sincerely,

Jason Harrington, RLA, ASLA, ASIC
Principal
480.250.0116
Jason@HarringtonPlanningDesign.com



December 30, 2025

Statement of Qualifications for

CHINO VALLEY

FY 2026 On-Call Professional Services

CATEGORY NO. 5 – LANDSCAPE ARCHITECTURE

Prepared for

**TOWN OF
CHINO VALLEY**

Prepared by

Kimley»Horn

Expect More. Experience Better.

December 30, 2025

Town of Chino Valley
Town Clerk
202 North State Route 89
Chino Valley, Arizona 86323

Kimley-Horn
101 West Goodwin Street, Suite 303
Prescott, AZ 86303

RE: STATEMENT OF QUALIFICATIONS FOR RFQ – FY 2026 ON-CALL PROFESSIONAL SERVICES

Dear Mr. Sullivan and Members of the Selection Committee,

We appreciate the opportunity to serve as an on-call consultant for the Town of Chino Valley (Town) under this On-Call Professional Services contract. Kimley-Horn is submitting qualifications for both the Civil and Landscape Architecture categories identified in the RFQ – FY 2026 On-Call Professional Services, with this Statement of Qualifications (SOQ) specifically addressing **Category 5: Landscape Architecture Services**.

For more than 38 years, Kimley-Horn has proudly supported Arizona communities, including the Town and its neighboring municipalities, through a wide range of successful projects. As a full-service multidisciplinary consulting firm with in-house landscape architecture expertise, we are fully equipped to deliver the complete suite of requested services. Building on our long-standing partnership with the Town, we will continue leveraging our local insight, broad technical strengths, and national resources to achieve exceptional results on every task. Our team offers the Town the following benefits:

Extensive Local On-Call Experience. Kimley-Horn brings extensive on-call project experience throughout Northern Arizona, with a proven understanding of the challenges these fast-paced assignments demand. Our team excels in providing the flexibility required for on-call tasks and has successfully managed

multidiscipline projects under more than 100 contracts across the region. This includes work for the cities of Prescott, Flagstaff, Sedona, and Cottonwood; the towns of Clarkdale, Camp Verde, Chino Valley, and Pinetop-Lakeside; as well as Yavapai and Coconino counties, among many others, demonstrating our ability to deliver trusted results for diverse communities.

Local Presence. Kimley-Horn is a local firm deeply committed to serving smaller communities, supported by five offices across Arizona, including our Prescott office—the closest to the Town. Our team values the region's historic and natural assets and embraces the balance of preservation and enhancement that drives sustainable growth. This strong understanding of the Town, its stakeholders, and its residents has been essential in helping bring the community's vision to life.

Multidiscipline Firm. Kimley-Horn provides comprehensive in-house services required under this on-call including landscape architecture, sports field design, site civil engineering, drainage, lighting/electrical engineering, and bicycle/pedestrian facilities. This broad expertise strengthens collaboration across disciplines and ensures we have the resources needed to enhance and support our local presence.

We look forward to continuing our partnership with the Town. **We acknowledge receipt of Addendum No. 1, issued December 16, 2025.** Should you have any questions about our SOQ, please do not hesitate to contact Contract Manager Rebeca Field, PLA at 520.352.8657 or via e-mail at rebeca.field@kimley-horn.com.

Sincerely,

KIMLEY-HORN



Rebeca Field, PLA
Contract Manager



Adam Perillo, PLA
Senior Vice President/Authorized Signer

A. General Information

1. SEE COVER LETTER

2. VENDOR INFORMATION

Table 1: Vendor Identification Information

Legal Name	Kimley-Horn and Associates, Inc.
Office Address	101 West Goodwin Street, Suite 303, Prescott, AZ 86303
Identification Number	56-0885615 (Federal Tax ID)
Legal Form	Corporation (incorporated in North Carolina)
Parent Firm	Kimley-Horn and Associates, Inc. is a wholly owned subsidiary of Associates Group Services, Inc., which in turn is a wholly owned subsidiary of APHC, Inc.
Years in Business	Kimley-Horn has been in business for 58 years nationwide, and 38 years in Arizona.
Contact Person	Rebeca Field, PLA 520.352.8657 rebeca.field@kimley-horn.com

3. PRINCIPAL OFFICE AND LOCAL WORK OFFICE

Kimley-Horn's principal office is in Raleigh, NC, and our local work office is in Prescott, AZ. We have provided our Arizona Board of Technical Registration certificate and our State of Arizona Office of the Corporation Commission Certificate of Good Standing in the Appendix as proof of our authorization to provide services in Arizona.

4. GENERAL DESCRIPTION

Founded in 1967, Kimley-Horn is an employee-owned, full-service consulting firm that has provided innovative, high-quality services in Arizona for more than 38 years. With more than 500 staff statewide, we offer the resources and expertise needed to support public agencies across Arizona, including Chino Valley, Paradise Valley, Prescott, Sedona, Phoenix, Maricopa County, and the Arizona Department of Transportation (ADOT). Engineering and landscape architecture have long been central to our practice, and our multidisciplinary team brings extensive experience in municipal design and construction across a broad range of civil engineering and landscape architecture projects, ensuring communities receive solutions that are both comprehensive and impactful.

Financial Stability

Kimley-Horn is financially strong, and we are committed to our continued financial health. As of December 31, 2024, the Company had total assets of \$1.8 billion and stockholder's equity of approximately \$363 million. The Company's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong.

5. TERMINATED CONTRACTS

Kimley-Horn has never had a contract terminated for cause, and we do not track terminations for convenience. There have been no instances of an officer of the firm failing to complete a contract in the past 5 years.

6. LITIGATION CLAIMS

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Litigation cases filed in Arizona in the last 5 years are as follows:

Alvin and Annette Arellano ...surviving parents and children of Natasha Maryanne Arellano deceased, et al v. Warner Kilt, LLC, et al: Superior Court of Arizona Pinal County; Case No. CV2017-00417; filed 2017; traffic accident, wrongful death claimed; settled; closed 2020.

Bryce Nance v. Pinal County, et al: Superior Court of Arizona Pinal County; Case No. CV201502225; filed 2015; traffic accident, wrongful death claimed; settled; closed 2022.

Gabriel Jose Angeles Rios and Yarelis Rosa Roldan v Luann Torkelson, et al; Case No. CV2023005062; Superior Court of Arizona, County of Maricopa; filed 2023; personal injuries claimed; dismissed; closed 2024

Sean Swenson, a married man; Brent Swenson, a single man v. County of Pinal, et al: Superior Court of Arizona Pinal County; Case no. CV201502128; filed 2015; traffic accident, wrongful death claimed, settled; closed 2021.

Foothills Reserve Master Owners' Association, Inc. v City of Phoenix, et al.; Superior Court of Arizona, Maricopa County; Case No. CV2018-009942; filed 2018; served 2019; alleged economic loss; settled; closed 2020

7. VENDOR INFORMATION FORM

The Vendor Information Form has been signed and is included as part of the Appendix.



B. Experience and Qualifications of the Vendor

1. EXPERIENCE PROVIDING SIMILAR SERVICES

On-Call Experience

Kimley-Horn has built a solid reputation in Arizona for landscape architectural excellence, responsiveness, and quality. The map below illustrates Kimley-Horn's extensive on-call experience with municipal, county, and state agencies.

ON-CALL EXPERIENCE MAP

● Municipal On-Calls:

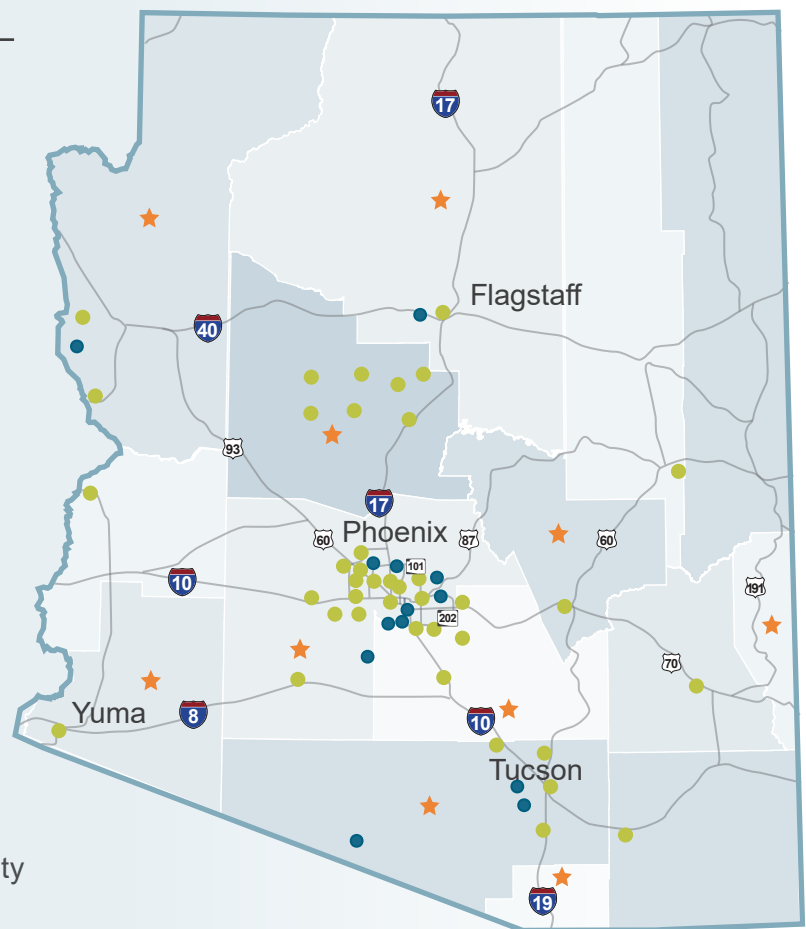
- | | |
|--------------------|--------------------|
| • Apache Junction | • Mesa |
| • Avondale | • Oro Valley |
| • Benson | • Paradise Valley |
| • Buckeye | • Parker |
| • Bullhead City | • Peoria |
| • Camp Verde | • Phoenix |
| • Casa Grande | • Pinetop-Lakeside |
| • Chandler | • Prescott |
| • Chino Valley | • Prescott Valley |
| • Clarkdale | • Queen Creek |
| • Cottonwood | • Safford |
| • El Mirage | • Sahuarita |
| • Flagstaff | • Scottsdale |
| • Gila Bend | • Sedona |
| • Gilbert | • Surprise |
| • Glendale | • Tempe |
| • Globe | • Tolleson |
| • Goodyear | • Tucson |
| • Lake Havasu City | • Youngtown |
| • Marana | • Yuma |

★ County On-Calls:

- | | |
|-------------------|---------------------|
| • Coconino County | • Pima County |
| • Gila County | • Pinal County |
| • Greenlee County | • Santa Cruz County |
| • Maricopa County | • Yavapai County |
| • Mohave County | • Yuma County |

● State/Other On-Calls:

- | | |
|--|---|
| • ADOT | • Pascua Yaqui Tribe |
| • Ak-Chin Indian Community | • Phoenix-Mesa Gateway Airport Authority |
| • Arizona State University | • Pima Association of Governments |
| • Fort Mojave Tribal Utility Authority | • Salt River Pima-Maricopa Indian Community |
| • Gila River Indian Community | • Tohono O'odham Nation |
| • Maricopa Association of Governments | • University of Arizona |
| • Northern Arizona University | |



Map 1: On-Call Experience Map

2. CHALLENGES ENCOUNTERED AND HOW WE OVERCAME THEM

Through our current on-call work, we have developed a strong understanding of the average on-call processes, stakeholders, and the strategies needed to successfully navigate common project challenges. We have established effective strategies for:



Communication/Collaboration. Kimley-Horn recognizes that on-call contracts demand keeping fast-moving projects aligned amid multiple stakeholders, shifting priorities, and emerging issues that can quickly affect momentum. To mitigate this challenge, our team maintains consistent communication to monitor project status, anticipate critical path needs, and address new issues, requests, and upcoming meetings. We are proactive and transparent communicators dedicated to keeping each project moving forward smoothly.



Technical Expertise. Another challenge inherent to on-call projects is that they often demand specialized expertise or innovative design approaches that extend beyond the capacity of a small team or single discipline. Ensuring the Town has immediate access to the right technical resources is essential for evaluating alternatives and resolving complex issues efficiently. As a nationwide firm with more than 9,600 employees across 147 offices, Kimley-Horn offers a deep and diverse network of expertise. By drawing on this internal community of specialists, we can provide the technical support needed to explore unique and forward-thinking design solutions. We are fully prepared to bring these capabilities to the Town and deliver a seamless, well-coordinated project experience.



Local Insight. Another frequent challenge in on-call work is navigating the local conditions, expectations, and historical context that shape project outcomes. Without strong familiarity with the community and its established practices, teams risk reinventing solutions or missing proven approaches. Our services will be led from the Prescott office, with additional support from our Phoenix, Mesa, Scottsdale, and Tucson teams. Kimley-Horn offers the experience, local insight, and commitment necessary to deliver successful professional services on every assignment. By applying our understanding of the area and the best practices developed through years of diverse project work, we will enhance and build upon existing concepts rather than start from scratch.



Maximizing Value Within Constrained Budgets. On-call projects often require delivering solutions within tight financial constraints and shifting priorities. These efforts must remain cost-effective without compromising creativity, functionality, or long-term value. Kimley-Horn approaches every on-call assignment with creative problem-solving and a flexible mindset, ensuring project goals are met while staying on budget. We will serve as a partner and advisor to the Town, helping you prioritize objectives and advance projects in a cost-effective way.

3. APPROACH TO MULTIPLE TASKS UNDER THE CONTRACT

Managing Multiple Task Assignments

Our proposed key staff for your on-call contract are strong discipline leads and successful project managers with substantial municipal and on-call contract experience. In addition to our key staff, we have a deep bench of project management and project engineering staff capable and ready to serve the Town. Responsible, experienced, and well-qualified staff resources are one of Kimley-Horn's biggest strengths and we will provide the Town with exceptional service managing multiple tasks.

Kimley-Horn project managers handle numerous tasks at any given time, varying according to their area of practice and the size of projects. Our proposed discipline leads typically manage three to six projects at once. By conducting regular project coordination meetings and utilizing key project staff to lead and oversee production of deliverables, they are able to manage multiple projects while maintaining a high quality of work and proactively communicating with the Town.

Providing Expedited Services

Kimley-Horn's ability to provide expedited services on Town requests for proposals (RFPs) and deliverables is rooted in our long history of successfully completing both large and small municipal projects across Arizona.

Kimley-Horn is ready to serve the Town's demands.

We understand that Town staff will be responsible for fast-tracked, high-priority projects. This often requires that critical-path tasks begin prior to notice to proceed (NTP). Kimley-Horn addresses this by being available to Town staff to address urgent requests even prior to NTP.

Kimley-Horn will provide the appropriate scope of work for each project. A relatively straightforward project such as an Americans with Disabilities Act (ADA) sidewalk project may not require multiple milestone design submittals. This reduces unnecessary design costs and time commitment for the Town. A more complex project that involves technical design issues and coordination with stakeholders will often require a detailed project schedule outlining several milestone submittals.

Kimley-Horn will expedite the development of the scope of work and fee proposals. We typically turn around our professional services fee proposals within a day or two, depending on the size and complexity of the project.

4. SUCCESSFUL COMPLETION OF SIMILAR PROJECTS

Our professionals bring extensive experience delivering comprehensive landscape architecture services across Arizona, with a strong portfolio of work in the northern region. The following projects showcase several recent efforts completed for Northern Arizona municipalities.

City of Sedona, Public Library Landscape Design

Sedona, AZ

Kimley-Horn provided professional landscape and civil engineering services for a new patio and outdoor programming space at the Sedona Public Library. The patio is located between the library and the bookstore. The space was designed as a place where the community can gather and enjoy live music, movies, and community events. Kimley-Horn's services included existing conditions assessment, concept design, construction documents, bidding, and construction phase services.

Dates: 3/2021 – 3/2022

Challenges/Solutions: The proposed plaza site faced significant drainage challenges before development, including a small drainage way running through the property. Kimley-Horn's landscape architects and civil engineers collaborated closely to deliver the flexible, accessible outdoor patio space the library envisioned, all while successfully managing substantial drainage flows through a strategic combination of storm drains and decorative drainage swales.

Budget/Schedule Performance: Project was completed on schedule and within budget.

Client: City of Sedona

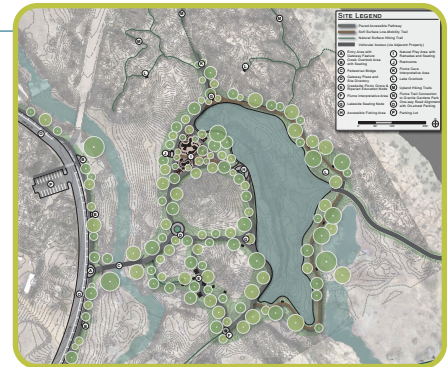
Client Reference: Judy Poe, 928.282.7714, jpoe@sedonapubliclibrary.org, 3250 White Bear Rd, Sedona, AZ 86336



City of Prescott, Granite Dells Gateway Park

Prescott, AZ

Kimley-Horn is working with the City of Prescott to design the new 20-acre Granite Dells Gateway Park which will connect Prescott and Prescott Valley. Kimley-Horn is using a “light touch” on the land to preserve the natural features of the land. This park will have playground equipment, ADA-accessible trails, shaded gathering areas, and a 3-acre fishing lake. The scope of work includes extensive public involvement, landscape architecture, electrical, drainage, utility relocations, environmental, structural, survey, lake/irrigation design, ADA design, geotechnical, and Subsurface Utility Engineering (SUE).



Dates: 3/2023 – On-going

Challenges/Solutions: The site is home to many large, ecologically vital cottonwood trees, and preserving these habitat areas shaped the entire design approach. Kimley-Horn’s landscape architects and civil engineers collaborated to create a site plan that protected these sensitive zones by shifting the pond’s location and incorporating retaining walls where needed to maintain existing grades. This thoughtful strategy enabled the City to preserve valuable natural features while delivering a high-quality lakefront experience for visitors.

Budget/Schedule Performance: Project is on-time and within budget to-date.

Client: City of Prescott

Client Reference: Kristy Diaz-Trahan, CPRP, 928.777.1122, kristy.diaz-trahan, 824 E. Gurley Street, Prescott, AZ 86301

City of Prescott, Granite Creek Corridor Master Plan

Prescott, AZ

Kimley-Horn provided professional consulting services for the implementation of the Granite Creek Corridor Master Plan. Implementation included overall trail and corridor improvements coupled with improved stream function and stormwater management along Granite Creek from Aubrey Street to West Granite Creek.

Dates: 5/2019 – 11/2022

Challenges/Solutions: The community sought to preserve the natural aesthetic of the Granite Creek Corridor while still achieving meaningful engineering improvements along the creek. In response, the Kimley-Horn team designed a plan featuring a naturally surfaced trail, supplemental plantings, and subtle wayfinding integrated into granite boulders, creating a light yet distinctive touch that respected the character of the landscape.

Budget/Schedule Performance: Project was completed on schedule and within budget.

Client: City of Prescott

Client Reference: Tyler Goodman, 928.771.3200, tyler.goodman@yavapaiaz.gov, 1015 Fair Street, Prescott, AZ 86305



City of Sedona, Forest Road Connection

Sedona, AZ

The Forest Road extension to SR 89A was launched to enhance safety and connectivity in Uptown Sedona, with design delivered in two phases: scoping and final design. The scoping phase, completed in early 2020, involved data collection, surveys, right-of-way determination, utility and geotechnical evaluations, environmental and landscaping considerations, and the development of improvement alternatives. Building on these recommendations, Kimley-Horn advanced the final design for 1,800 feet of roadway, creating a bi-directional two-lane connection with a shared-use path. The process required extensive coordination with property owners and utilities, right-of-way acquisition, and detailed design work, culminating in construction that began in winter 2022 and was successfully completed in spring 2025.

Dates: 10/2019 – 4/2025

Challenges/Solutions: Project included significant cut and fill slopes that required different levels of protection. The Kimley-Horn landscape architecture team developed a custom retaining wall with patterning to mimic the Sedona geology to provide an effective grade control feature while enhancing the overall aesthetics of the project.

Budget/Schedule Performance: The project schedule was impacted by right-of-way discussions between the City and adjacent property owners. The project ultimately was completed within budget.

Client: City of Sedona

Client Reference: Robert Welch, 928.203.5120, bwelch@sedona.gov, 102 Roadrunner Drive, Sedona, AZ 86336



City of Sedona, Uptown Sedona Parking Garage

Sedona, AZ

In March 2023, Kimley-Horn was selected to lead an Uptown Parking Alternative Analysis and Site Selection to determine demand, optimize parking, and identify the type of facilities needed in Uptown Sedona, where seasonal tourism creates significant congestion. The study evaluated occupancy trends, future demand, and ideal locations using data-driven traffic modeling, while also guiding task force groups, conducting workshops and a public open house, and assessing management strategies and traffic impacts. Completed in fall 2023, the study recommended moving forward with a new Uptown parking garage, now in final design with completion anticipated in late 2025. In 2024, however, evolving concerns prompted the Sedona City Council to reevaluate the proposed Forest Road garage site, and Kimley-Horn is conducting a focused analysis to determine whether the garage remains necessary, if the site is optimal, and how the parking system aligns with broader City objectives, while also considering remote lots, park-and-ride options, alternative garage sites, and enhanced management strategies.

Dates: 2/2023 – On-going

Challenges/Solutions: While the overall site configuration resulted in very limited opportunities for extensive landscaping, the City desired a high quality look and feel to what will be a heavily used parking structure in Uptown Sedona. Kimley-Horn partnered with the project architects to create a cohesive building and hardscape design aesthetic with accent plantings where feasible. Our landscape team was able to maximize the use of tall, narrow native trees to accentuate the building as well.

Budget/Schedule Performance: The design of the project was completed on schedule and within budget.

Client: City of Sedona

Client Reference: Robert Welch, 928.203.5120, bwelch@sedona.gov, 102 Roadrunner Drive, Sedona, AZ 86336



City of Sedona, Uptown Northbound Improvements

Sedona, AZ

Improvements included design of an additional northbound travel lane, a raised median, and 10' shared-use path along SR 89A from south of Forest Road to the Jordan roundabout. Kimley-Horn's landscape architectural team provided landscape and irrigation design for the project, including the use of native Northern Arizona plants. The project landscape ties seamlessly into the remainder of the median landscape within Uptown Sedona to create a cohesive design aesthetic for the community.

Dates: 2/2022 – 5/2024

Challenges/Solutions: The existing roadway width and steep adjacent grades made it challenging to expand roadway capacity and widen the existing 5-foot sidewalk into a 10-foot shared use path. Because of this limited right-of-way, the design of the landscape and irrigation needed to be carefully considered to eliminate potential conflicts with existing paved areas and stabilized slopes. Kimley-Horn's landscape architects worked with our in-house civil engineers to identify opportunities for planting pockets and develop strategies for irrigation connections to existing infrastructure.

Budget/Schedule Performance: Project was completed on schedule and within budget.

Client: City of Sedona

Client Reference: Kurtis Harris, 928.203.5059, kharris@sedonaz.gov, 102 Roadrunner Dr, Sedona, AZ 86336



C. STAFF EXPERIENCE, CAPABILITIES, AND ASSIGNMENTS

1. KEY PERSONNEL

The information below outlines our proposed key team members and their roles and responsibilities for this on-call. Our core team and multidisciplinary support staff are highly qualified and prepared to deliver exceptional service. Detailed resumes summarizing each team member's education, certifications, and experience are included in the Appendix, with brief resumes for key personnel provided in the following pages.

Rebeca Field, PLA

Contract Manager and Point of Contact



23 years experience | 15 with Kimley-Horn

As Kimley-Horn's Lead Landscape Architect serving our Prescott office, Rebeca brings 23 years of experience to the team with special focus on parks and recreation projects. She has worked extensively in northern Arizona and has a true understanding of the unique challenges and opportunities facing the Town of Chino Valley. She is dedicated to the creation of environmentally sensitive landscapes and the preservation of existing natural and cultural resources through innovative design. **As the Contract Manager and primary point of contact for the Town, Rebeca will ensure the team is complying with the Town's goals and objectives on each on-call assignment under this contract.**

Andrew Baird, PE

Quality Control/Quality Assurance (QC/QA) Lead



19 years experience | 9 with Kimley-Horn

Andrew leads our Prescott office with a focus on managing and designing projects across Northern Arizona. A multidiscipline project manager with 19 years of experience in both the public and private sectors, he has overseen the planning and design of paving, drainage, and utility projects for states, counties, cities, and private developers. As a Northern Arizona native, he takes pride in having directed on-calls for local municipalities and contributed to significant Town projects. **As QC/QA lead, Andrew will be working with all the Kimley-Horn teams to ensure that deliverables meet the high standards set by Kimley-Horn and our clients.**

Jake Senne, PLA

Landscape Architect



4 years experience | 4 with Kimley-Horn

Jake brings 4 years of experience as a landscape architect specializing in sustainability. He brings experience in a broad range of projects preparing development plans, final landscape plans, and final documentation sets. Jake leverages his strong work ethic and detail-oriented personality to find creative solutions to meet and exceed client expectations.

Jake will be serving as landscape architect for projects assigned under this on-call contract.

Alexandra Morgan, PLA

Landscape Architect



9 years experience | 2 with Kimley-Horn

Alexandra is a landscape architect with nearly a decade of professional landscape architecture and planning experience. She has worked on a variety of project types including parks and recreation, city-wide planning efforts, single- and multifamily-residential, elderly care/living, destination entertainment, commercial, and botanical garden projects. She is skilled in site inventory and analysis, conceptual design, construction documentation and administration, master planning, and public outreach, and has a breadth of experience working with complex multi-disciplinary teams. **Alexandra will be serving as landscape architect for projects assigned under this on-call contract.**

3. ORGANIZATIONAL CHART

Kimley-Horn brings the technical expertise, proven experience, and unwavering commitment to quality needed to ensure project success. Led by Project Manager **Rebeca Field, PLA**, our team is composed of talented professionals selected for their direct experience with similar projects and their availability to take on key technical responsibilities within your schedule. As shown below in *Figure 1: Organizational Chart*, each member plays a defined role in delivering this contract. Beyond the immediate team, our firm's network of more than 9,600 professionals can be engaged to support any task, giving you the personalized service of a local partner backed by the full resources of a nationally ranked engineering and landscape architecture firm.

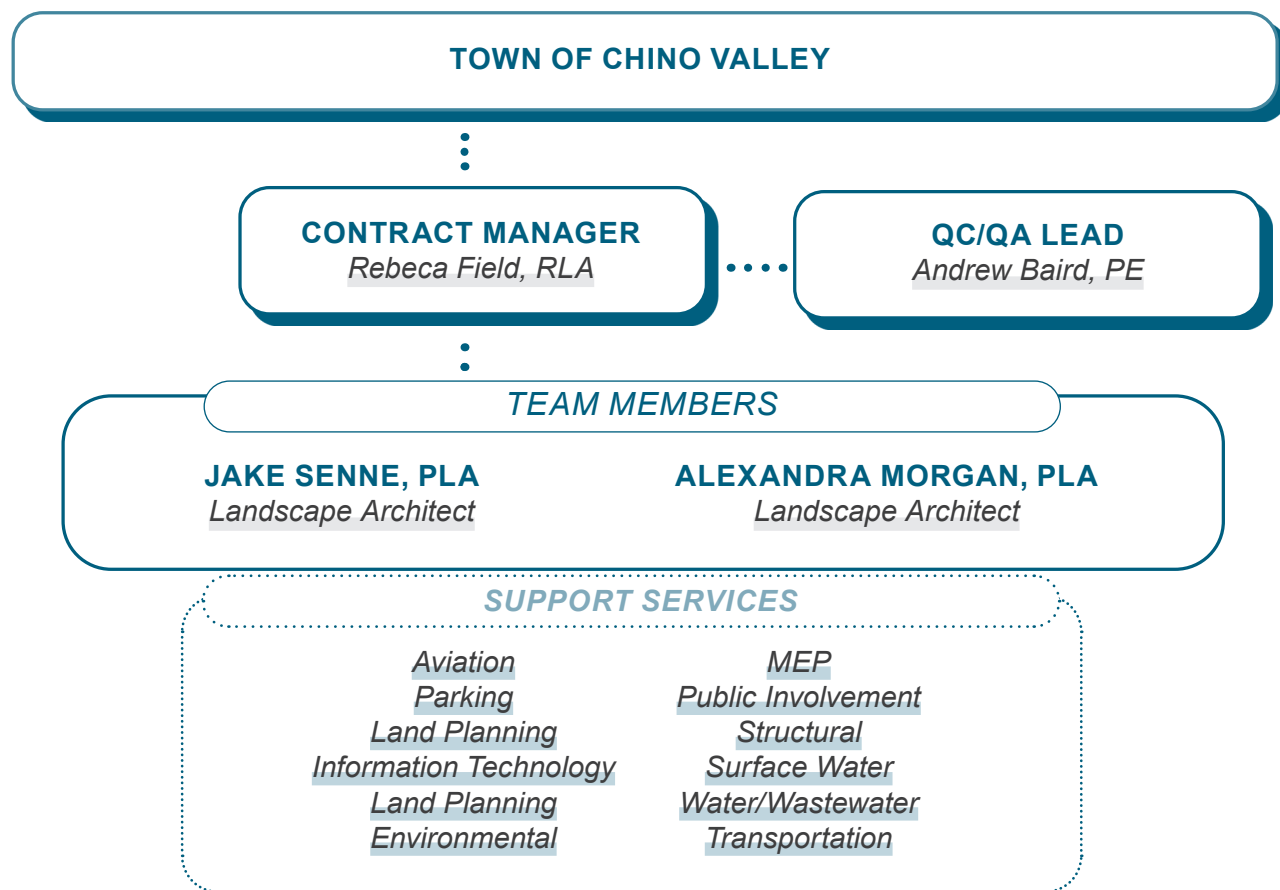


Figure 1: Organizational Chart

4. QUALITY ASSURANCE METHODS AND QUALITY CONTROL MEASURES

Quality Control/Quality Assurance (QC/QA)

Quality control is integrated throughout our project delivery process, not treated as an end-stage review.

Andrew Baird, PE will lead our QC/QA process, implementing our proven three-step review process:

- Technical accuracy review by discipline leads
- Constructability review incorporating lessons learned from previous projects
- Cross-discipline coordination review to ensure seamless integration

Core Principles of Our Approach to Quality

Right the first time. The vast majority of issues are caught and resolved well before any formal QC occurs.

Independent review. At least one review is independent of the team doing the work—a fresh set of eyes is required before completing the quality review process.

Task checklists. We tailor checklists to the specific requirements of the project and use them as part of the QC review for each submittal.

Experienced reviewers. Experienced, senior professionals are assigned QC roles, which provides a fresh perspective and critical eye for each project. The QC reviewers evaluate the accuracy of the deliverable and the appropriateness of its presentation, while also identifying any missing elements and offering original ideas for any rewrites or corrections, followed by recommending immediate remedial actions.

Major project milestones. We actively communicate regarding major project milestones, including those requiring reviews/QC, to ensure that all those involved are up-to-date on upcoming deadlines.

Advanced scheduling. Reviews are scheduled ahead of the deliverable deadline to allow performance of a complete review and changes to be made prior to submittal.

Figure 2: Quality Methodology below outlines our QC/QA philosophy

Figure 2: Quality Methodology



5. USE OF SUBCONTRACTORS AND PLAN FOR PROVIDING SUPERVISION

If needed, subconsultants for each task order will be carefully selected and coordinated in partnership with the Town. Kimley-Horn has a strong record of working seamlessly with geotechnical experts, potholing utility locating services, and other specialized professionals in Chino Valley and surrounding municipalities. We readily collaborate with trusted firms to add value to every project, and we proactively manage all subconsultant efforts to ensure smooth coordination and high-quality deliverables. The Town can count on our team to provide the same exceptional service that has defined our past work together, operating as a true extension of your staff.

D. PROJECT UNDERSTANDING AND APPROACH

1. PLAN AND METHOD OF APPROACH TO PERFORMING SERVICES

Kimley-Horn has established a proven track record of providing landscape architectural services in through multiple on-call contracts in Arizona.

From major landscape renovations to existing parks to targeted neighborhood facilities like Green Stormwater Infrastructure Improvements, we understand the unique challenges of delivering successful public spaces within the constraints of municipal budgets and timelines. Our expertise in anticipating and addressing a wide range of issues enables our engineers and planners to provide innovation solutions, successful permitting, and on-time completions.

On-Call Understanding and Management Approach

Our team will work with Town staff to tailor an individualized approach to the scope of work according to each on-call project's needs and expectations. When starting a project, Kimley-Horn will gain a thorough understanding of the objectives and will work with Town staff to obtain and review existing, readily available information. The approach to a task begins with an initial scoping meeting, development of the fee proposal and schedule, and a clear understanding of expectations and deliverables. The resulting scope of work will serve as a roadmap to a successful project.

Upon NTP, the appropriate staff is assigned to accomplish the task within the agreed-upon timeframe. One of the advantages that Kimley-Horn offers is the firm's ability to assign the right staff to each task. The team can draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline, or a complicated task requiring numerous people and multiple disciplines.

a. Planning

Kimley-Horn's approach to landscape architecture and planning projects is comprehensive with an intuitive integration of functional and aesthetic components. The key to our success has been identifying long-term planning issues and objectives while implementing short-term initiatives to build momentum for success. Projects assigned under this on-call could have the following elements in common:

- The need for early identification of core issues and objectives with project stakeholders
- Preparation of a long-term plan with clearly identified recommendations prioritized for implementation
- Construction documents
- Identification of multiple alternative funding sources and assistance in securing these funds to ensure an effective initial implementation
- Facilitation of a broad-based stakeholder participation program to build consensus and generate momentum for the project

b. Cost estimating and Controls, and Management of Overhead Costs

Kimley-Horn has a proven record of delivering our projects within budget. The key to our success is managing the right resources at the right time. The ability to control project costs throughout the progress of work is the result of a strong commitment to do so, a thorough understanding of the project, and incorporation of this understanding into project deliverables.

Our practical approach to cost control begins with accurate scoping and proactive budget management. We have developed detailed cost databases from our extensive local project experience, enabling us to provide reliable estimates that reflect current market conditions. Each team member receives clear task assignments with defined budgets and deadlines, while our CostPoint Engineering Accounting system provides real-time tracking of labor hours and expenses. These real-time and bimonthly reports provide our project managers with up-to-date staffing and expense information for each project. This information enables us to continuously monitor the status of project cost, cost control effectiveness, and schedule, and make any necessary adjustments on a timely basis.

CATEGORY NO. 5 – LANDSCAPE ARCHITECTURE

Our project managers also use the project management program Microsoft Project to assist in tracking project task labor hours and expenses. Twice a month, our project managers and task managers review status reports to verify task budgets and communicate with our clients on budget adherence.

c. Scheduling

Kimley-Horn is committed to maintaining project schedules and meeting your scheduling needs with precision and reliability. We hold regular progress meetings to review accomplishments and define next steps, ensuring clear communication and well-defined responsibilities across our team. This proactive approach keeps projects on track and strengthens accountability, giving our clients confidence that deadlines will be met without compromise.

Contract Manager **Rebeca Field, PLA** brings extensive experience in managing on-call projects and has the proven capacity to dedicate the necessary resources for the Town's needs. She leverages tools such as schedule monitoring, weekly workload coordination, and long-range forecasting to guarantee staff availability for both short- and long-term demands. Backed by a strong forecast of staffing capacity, Kimley-Horn is well positioned to deliver. Our depth of resources and history with public agencies enables us to assign highly experienced staff, provide responsive service, and ensure knowledgeable professionals are available to complete any Town project with accuracy and efficiency.

d. Project Management and Team Organization

Project Management

Our team is fully committed to serving the Town with proactive communication, collaborative problem-solving, and adaptable planning. Through regular meetings and open dialogue, we identify potential issues early and engage clients directly in the decision-making process. By applying data-driven strategies, we minimize disruptions, maintain progress, and ensure that open and direct communication remains central to the success of this project.

At Kimley-Horn, our one-profit center model allows us to quickly mobilize technical resources nationwide to support the Town. With access to more than 9,600 professionals across diverse disciplines, we can respond to unexpected needs within 1 week.

We pair this capability with a diligent system of long-term project labor planning to deliver services efficiently. Your contract Manager, **Rebeca Field, PLA**, will leverage our proactive "Castaheads" management system to forecast personnel needs and availability. This system provides 1-, 3-, and 6-month workload projections, ensuring accurate scheduling and keeping projects on track. Based on current reviews, the team selected for this project is available immediately and well positioned to manage the required workload.

The project will be directed by a focused Project Management Plan (PMP) that establishes communication protocols, defines key milestones, and sets clear expectations for major deliverables. The PMP details staffing and resource mobilization strategies while ensuring delivery on time and within budget. For each major deliverable, we will prepare a work breakdown structure that identifies production tasks, assigns staff leads and support, sets internal deadlines, and establishes quality standards in advance. This approach provides clarity, consistency, and accountability, enabling the Town and its partners to move forward with confidence.

Figure 3: Project Management Approach on the following page outlines Kimley-Horn's project management philosophy

Team Organization

We have carefully selected a team of seasoned professionals who combine responsiveness, dedication, and exceptional local insight with extensive expertise across the disciplines you require. Our depth of staff and proven familiarity with the demands of on-call contracts enable us to optimize coordination, integrate resources seamlessly, maintain schedules, and manage budgets effectively. With a superior track record of delivering results, we are committed to achieving the same success for you on this contract. Every team member is focused on exceeding expectations, while our project manager ensures efficient allocation of staff and equipment to keep each assignment on track.

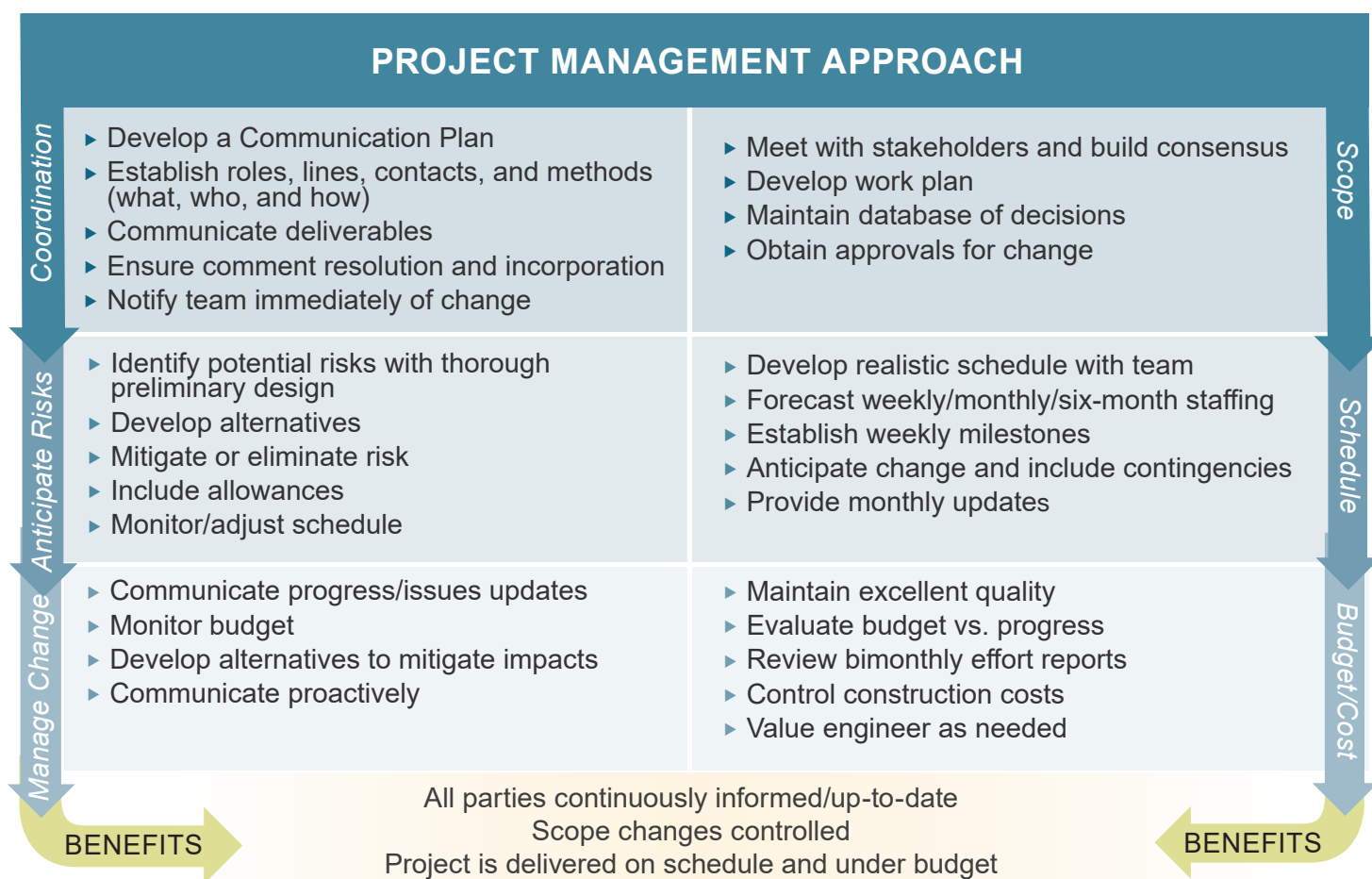


Figure 3: Project Management Approach

e. Communications

All communication will be directed to Contract Manager **Rebeca Field, PLA**. Questions and concerns will be promptly answered and information will be shared when appropriate. Our team's sole responsibility is to help ensure we meet your needs and are readily available when you need us. We recommend the following team meetings, at a minimum, to comply with the Town's requirements and to develop consensus-based decisions throughout the life of this project:

- **Kick-off Meeting.** We propose to also use this meeting as the project's initial partnering session. Goals will include scope validation, review of processes and procedures, conflict resolution procedures, and lines of communication.
- **Technical Workshops.** We propose to conduct a series of technical workshops to develop consensus-based team recommendations for critical and time-sensitive planning, permitting, and design issues. This will allow specialty professionals from the Town and our team to focus on essential issues that will impact design decisions.
- **QC/QA and Value Engineering.** QC/QA, value engineering, and constructability reviews will be integrated into every deliverable for this project. Peer reviews are also commended (Kimley-Horn to subconsultants and vice versa) to ensure we are maximizing the benefit to the Town.
- **Team Progress Meetings.** We propose to hold team progress meetings weekly or as frequently as the Town prefers. The meeting frequencies can ultimately be reduced between milestone with the project progressing as expected.

f. Anticipated Town Involvement

Kimley-Horn has recent experience partnering with the Town on similar projects anticipated to be assigned as part of this On-Call Professional Services contract. One of the significant benefits of this experience is that our team knows who to contact with Town staff for various project needs.

Our approach to Town involvement includes working through the Town's project manager to connect with key staff who can provide invaluable input early in our project schedule. Examples of the type of involvement that Town staff can provide include:

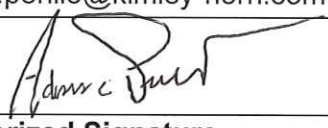
- Setting up workshop meetings with the executive leadership team and members of Town Council to gather their input in the early stages of planning and preliminary design. Providing renderings and graphics at this stage is vital to show what the proposed project will ultimately look like.
- Gathering input from Public Works for maintenance perspectives and Police for safety-related concerns as it relates to proposed improvements.
- Obtaining Town Geographic Information System (GIS) layers and quarter section maps for existing Town utilities. Discussing any new or proposed developments that are being proposed adjacent to the project site.



PART 3. VENDOR INFORMATION FORM

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact

Kimley-Horn and Associates, Inc.	Adam Perillo, PLA
Vendor Submitting SOQ	Name
F00285931	Senior Vice President/Authorized Signer
Arizona Corporation Commission File No.	Title
#56-0885615	602.906.1155
Federal Tax ID No.	Phone
101 West Goodwin Street, Suite 300	N/A
Address	Fax
Prescott, Arizona 86303	adam.perillo@kimley-horn.com
City State Zip	Email
www.kimley-horn.com	
Website	Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? **No**

If yes, please include details and documentation of the certification.



Rebeca Field, PLA

Contract Manager and Primary Point of Contact

Professional Credentials

- Master of Landscape Architecture, University of Arizona
- Bachelor of Environmental Science, Stephen F. Austin State University
- Professional Landscape Architect (PLA) in AZ (#50732)

Professional Affiliations

- American Society of Landscape Architects (ASLA), Full Member

23 years of experience • 15 years with Kimley-Horn

As Kimley-Horn's Lead Landscape Architect serving our Prescott office, Rebeca brings 23 years of experience to the team with special focus on parks and recreation projects. She has worked extensively in the northern Arizona and has a true understanding of the unique challenges and opportunities facing the Town of Chino Valley. She is dedicated to the creation of environmentally sensitive landscapes and the preservation of existing natural and cultural resources through innovative design. As the Contract Manager and primary point of contact for the Town, Rebeca will ensure the team is complying with the Town's goals and objectives on each on-call assignment under this contract.

Project Experience

- City of Sedona, Sedona Public Library Landscape Design, Sedona, AZ — *Landscape Architect*
- City of Sedona, Uptown Parking Garage, Sedona, AZ — *Landscape Architect*
- City of Prescott, Granite Creek Corridor Master Plan, Prescott, AZ — *Project Manager*
- City of Sedona, Forest Road Connection, Sedona, AZ — *Landscape Architect*
- City of Sedona, Uptown Sedona Roadway Improvements, Sedona, AZ — *Landscape Architect*
- City of Prescott, Carleton Street and South Cortez Reconstruction, Prescott, AZ — *Landscape Architect*
- City of Prescott, Whiskey Row Alley Improvements, Prescott, AZ — *Project Manager*
- City of Tucson, James Thomas Park, Tucson, AZ — *Landscape Architect*
- City of Tucson, Lincoln Park Parking Improvements, Tucson, AZ — *Project Manager*
- City of Tucson, Barrio Nopal Park, Tucson, AZ — *Project Manager*
- City of Tucson, Joaquin Murrieta Park, Tucson, AZ — *Project Manager*
- City of Tucson, Fort Lowell Park Pony Field Improvements, Tucson, AZ — *Project Manager*
- City of Tucson, Mission Manor Park, Tucson, AZ — *Project Manager*
- City of Tucson, Francisco Elias Esquer Park, Tucson, AZ — *Project Manager*



Andrew Baird, PE

Quality Control/Quality Assurance (QC/QA) Lead

Professional Credentials

- Bachelor of Science, Civil Engineering, Arizona State University
- Professional Engineer (PE) in AZ (#48841)

Professional Affiliations

- American Society of Civil Engineers (ASCE), Member
- Arizona Public Works Association, Member

19 years of experience • 9 years with Kimley-Horn

Andrew leads our Prescott office with a focus on managing and designing projects across Northern Arizona. A multidiscipline project manager with 19 years of experience in both the public and private sectors, he has overseen the planning and design of paving, drainage, and utility projects for states, counties, cities, and private developers. As a Northern Arizona native, he takes pride in having directed on-calls for local municipalities and contributed to significant Town projects. As QC/QA lead, Andrew will be working with all the Kimley-Horn teams to ensure that deliverables meet the high standards set by Kimley-Horn and our clients.

Project Experience

- Chino Valley On-Call, Chino Valley, AZ — *Contract Manager*
- City of Prescott On-Call, Prescott, AZ — *Contract Manager*
- City of Sedona, Uptown Sedona Parking Garage, Sedona, AZ — *Project Manager*
- City of Cottonwood, Willard Street Sidewalk Improvements, Cottonwood, AZ — *Project Engineer*
- Lake Havasu City, Street Pavement Priority Program, Mesquite Avenue and Lake Havasu Avenue, Lake Havasu City, AZ — *Project Engineer*
- City of Prescott, Granite Creek Corridor Master Plan, Prescott, AZ — *Project Manager*
- City of Prescott, Pulliam/Douglas Roadway Reconstruction, Prescott, AZ — *Project Manager*
- City of Prescott, PLP and Sundog Integrated Master Plan, Prescott, AZ — *Project Manager*
- City of Prescott, Streets Division Administration Building, Prescott, AZ — *Project Engineer*
- City of Prescott, Snow Maintenance Facility, Prescott, AZ — *Project Engineer*
- Town of Prescott Valley, Windsong Waterline Improvements, Prescott Valley, AZ — *Project Engineer*
- Town of Prescott Valley, Prescott Valley Plan Review, Prescott Valley, AZ — *Project Manager*
- City of Prescott, Cherry Drive Roadway and Waterline Improvements, Prescott, AZ — *Project Engineer*
- City of Sedona, Uptown Northbound Improvements, Sedona, AZ — *Project Manager*



Jake Senne, PLA

Landscape Architect

Professional Credentials

- Bachelor of Landscape Architecture, Ball State University
- Professional Landscape Architect (PLA) in AZ (#83789)

4 years of experience • 4 years with Kimley-Horn

Jake is a landscape architect focusing on sustainable design solutions for an array of public and private spaces. He has experience working on parks and recreation designs, trails and greenways, community master planning, commercial and residential developments, medical facilities, and public outreach. With his detail-oriented approach and technical proficiency, Jake delivers quality construction document sets, engaging conceptual plan graphics, and 3-D visualizations for his clients.

Project Experience

- City of Prescott, Granite Dells Gateway Park, Prescott, AZ — *Landscape Architect*
- City of Prescott, Granite Creek Corridor Master Plan, Prescott, AZ — *Landscape Analyst*
- City of Sedona, Uptown Parking Garage, Sedona, AZ — *Landscape Architect*
- City of Sedona, Sedona Public Library, Sedona, AZ — *Landscape Analyst*
- City of Prescott, Prescott Parks and Recreation Master Plan, Prescott, AZ — *Landscape Architect*
- Yavapai Prescott Indian Tribe (YPIT), YPIT Cemetery Expansion Prescott, AZ — *Landscape Architect*
- City of Sedona, Ranger/Brewer Road Intersection and Ranger Extension Improvements, Sedona, AZ — *Landscape Architect*
- Town of Oro Valley, Vistoso Trails Nature Preserve Desert Ecosystem Restoration, Oro Valley, AZ — *Landscape Architect*
- City of Tucson, Joaquin Murrieta Park Master Planning and Schematic Design Phase I, Tucson, AZ — *Landscape Analyst*
- City of Tucson, Barrio Nopal Park, Tucson, AZ — *Landscape Analyst*
- City of Tucson, Mission Manor Park GSI Improvements, Tucson, AZ — *Landscape Analyst*
- City of Tucson, Rudy Garcia Park GSI Improvements, Tucson, AZ — *Project Manager*
- City of Tucson, Mansfield Park GSI Improvements, Tucson, AZ — *Project Manager*
- City of Tucson, 5th/6th Street Pedestrian Safety and Walkability, Tucson, AZ — *Landscape Analyst*
- City of Tucson, Robb Wash Greenway Master Plan, Tucson, AZ — *Landscape Analyst*



Alexandra Morgan, PLA

Landscape Architect

Professional Credentials

- Bachelor of Science, Landscape Architecture, Arizona State University
- Professional Landscape Architect (PLA) in AZ (#82736)

9 years of experience • 2 years with Kimley-Horn

Alexandra brings nearly a decade of landscape architecture and planning experience to the team, with specialized focus in parks and recreation, destination entertainment, and botanical garden projects within Arizona and across the country. Alex has a breadth of experience working with complex multidisciplinary teams, and has a strong passion for creating memorable, impactful, and dynamic public spaces. She is skilled in managing projects from early stages of site inventory, analysis, and public outreach, through master planning, construction documents, and construction administration, and has acted as a graphics specialist on many efforts requiring 3D modeling and visualization.

Project Experience

- City of Buckeye, On-Call Engineering and Architectural Services, Buckeye, AZ — *Landscape Architect*
- City of Buckeye, Buckeye Parks and Recreation Master Plan, Buckeye, AZ — *Landscape Architect*
- City of Scottsdale, Indian School Park Master Plan, Scottsdale, AZ — *Landscape Architect*
- City of Scottsdale, Scottsdale Parks and Recreation Master Plan Scottsdale, AZ — *Landscape Architect*
- City of Scottsdale, WestWorld of Scottsdale Phase 1 and Phase 2 Master Planning Services, Scottsdale, AZ — *Landscape Architect*
- Maricopa County, White Tanks Trailhead, Maricopa County, AZ — *Landscape Architect*
- City of Glendale, Heroes Park Regional Library Addition, Glendale, AZ — *Landscape Architect*
- Ak-Chin Indian Community, Ak-Chin Milton Antone Memorial Park and Hohokam Park, Maricopa/Ak-Chin Indian Community, AZ — *Landscape Architect*
- City of Goodyear, Recreation Campus Phase 2 Master Plan, Goodyear, AZ — *Landscape Architect*
- City of Boise, Boise Parks and Recreation Asset Condition Assessment Services, Boise, ID — *Landscape Architect*
- Town of Camp Verde, Parks and Recreation Master Plan, Camp Verde, AZ — *Landscape Architect*
- City of Dubuque, Parks and Recreation Master Plan, Dubuque, IA — *Landscape Architect*

STATE OF ARIZONA
BOARD OF TECHNICAL REGISTRATION

■ **BRANCH REGISTRATION** ■

BRANCH NAME:

Kimley-Horn and Associates, Inc.

BRANCH REGISTRATION NO.:

10272-3

BRANCH ADDRESS:

1661 E. Camelback Road, Suite 400
Phoenix, Arizona 85016

EXPIRES:

2/9/2026

SERVICES OFFERED:

Engineering-Civil, Electrical,
Mechanical, and Structural
Land Surveyor
Landscape Architect



Michael Kolejka
Chairperson of the Board

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

KIMLEY-HORN AND ASSOCIATES, INC.

ACC file number: F00285931

a foreign corporation, was authorized to transact business or conduct affairs in the State of Arizona on 07/16/1982;

That all annual reports owed to date by said corporation have been filed or delivered for filing, and all annual filing fees owed to date have been paid; and

That, according to the records of the Arizona Corporation Commission, said corporation is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the
Arizona Corporation Commission, and issued this Certificate on this date: **03/25/2025**



Douglas R. Clark, Executive Director

STATE OF ARIZONA



STATE BOARD OF TECHNICAL REGISTRATION

REBECA VICTORIA FIELD

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT

IN WITNESS THEREOF, THE BOARD
GRANTS CERTIFICATION AND ISSUES
CERTIFICATE NUMBER 50732 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX ARIZONA
THIS 26TH DAY OF JANUARY 2010

Karen C. Schaefer

Karen C. Schaefer, Board Chair

Susan Schaefer Klumpp

Susan Schaefer Klumpp, P.A.



Andrew Cullen Baird

License Number

48841

License Type

Civil Engineer

License Status

Active

Initial Registration Date

10/20/2008

Expiration Date

12/31/2026

Public Address Line

4854 E.BASLINE ROAD,SUITE 104

Public Address Line 2

N/A

Public Address City

MESA

Public Address State

Arizona

Public Address Zip Code

85206

Phone Number

(480) 539-2810

Managed Businesses (Principal)

Business Name

Kimley-Horn and Associates, Inc.



Arizona State Board of
Technical Registration

Jacob J Senne

License Number

83789

License Type

Landscape Architect

License Status

Active

Initial Registration Date

05/28/2025

Expiration Date

06/30/2028

Public Address Line

3019 W. Country Ranch Drive

Public Address Line 2

N/A

Public Address City

Tucson

Public Address State

Arizona

Public Address Zip Code

85742

Phone Number

(219) 380-6957

Powered By Thentia Cloud (<https://www.thentia.com>)



Arizona State Board of
Technical Registration

Alexandra Kathryn Morgan

License Number

82736

License Type

Landscape Architect

License Status

Active

Initial Registration Date

12/26/2024

Expiration Date

12/31/2027

Public Address Line

14648 N. Scottsdale Rd.

Public Address Line 2

#200

Public Address City

Scottsdale

Public Address State

Arizona

Public Address Zip Code

85254

Phone Number

(602) 313-7205

Powered By Thentia Cloud (<https://www.thentia.com>)

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

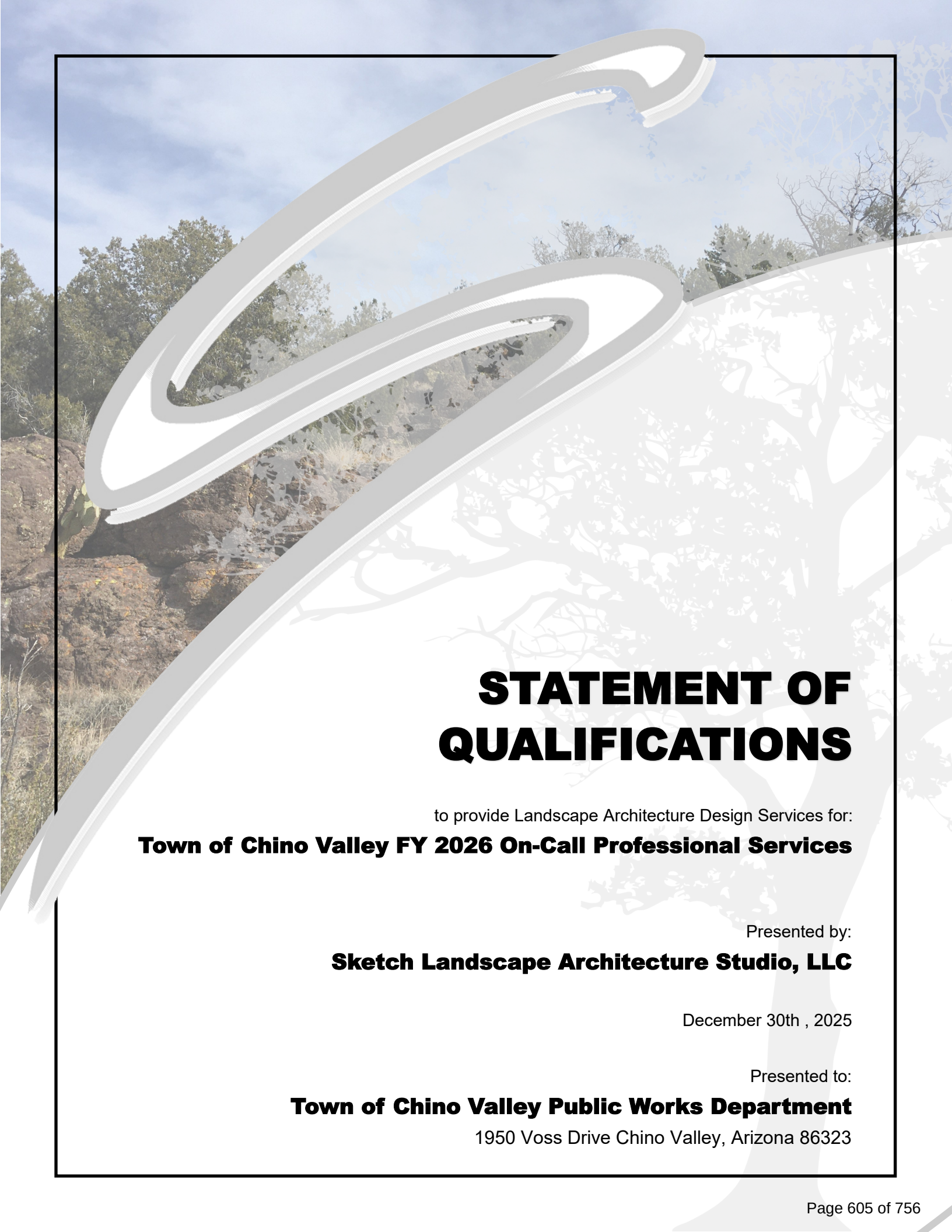
Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



STATEMENT OF QUALIFICATIONS

to provide Landscape Architecture Design Services for:
Town of Chino Valley FY 2026 On-Call Professional Services

Presented by:
Sketch Landscape Architecture Studio, LLC

December 30th , 2025

Presented to:
Town of Chino Valley Public Works Department
1950 Voss Drive Chino Valley, Arizona 86323

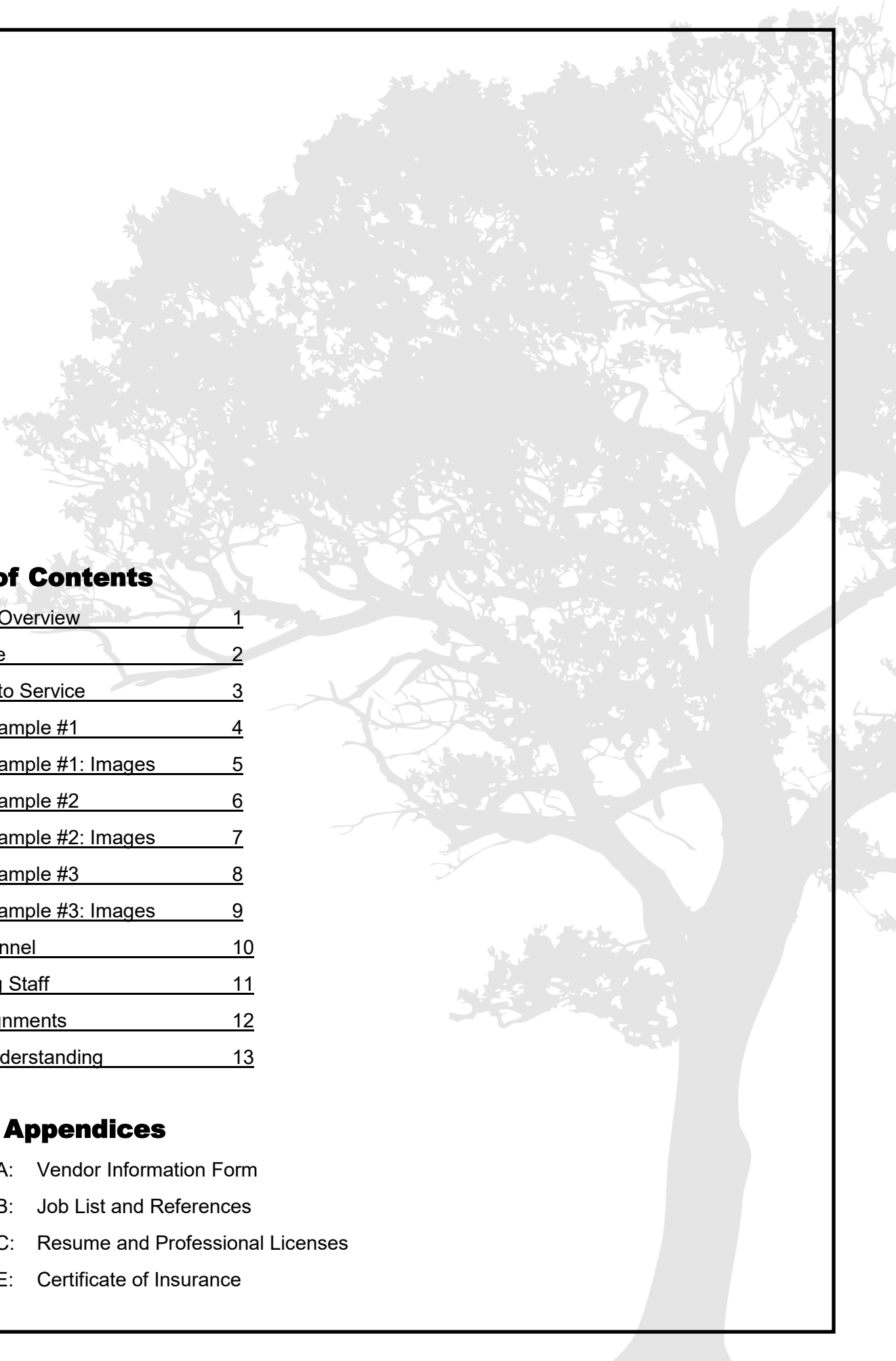


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COMPANY OVERVIEW

Vendor Identification Information

Sketch Landscape Architecture Studio (Sketch) is a Limited Liability Company that has been registered with the Arizona Corporation Commission since 2011, identification number L17083501.

Location

Sketch Landscape Architecture Studio, LLC is a resident firm located at 3125 W Stewarts Slip in Chino Valley, Arizona.

Ownership

Celia A. Vander Molen is the sole owner and member of Sketch Landscape Architecture Studio, LLC

Contact

Celia A. Vander Molen

Principal Landscape Architect & Owner

Physical Address: 3125 W Stewarts Slip, Chino Valley, Arizona 86323

Mailing Address: PO Box 240 Chino Valley, Arizona 86323

Direct: 928.277.7336 | email: celia@sketch-la.com

Summary

Sketch Landscape Architecture Studio, LLC has been an established business in the Quad-City area for 15 years. Since 2011, Sketch has cultivated strong relationships with local architectural and engineering firms, developers, and municipalities throughout the region. The firm's portfolio encompasses a diverse range of projects, including public parks and trails, large scale municipal planning projects, development of community landscape requirements, master-planned communities, multi-family and affordable housing complexes, church and school campuses, apartments, hotels, business parks, and other commercial developments.

Sketch has not experienced any terminated contracts or been involved in any claims resulting in litigation.

Refer to Appendix A: Vendor Information Form

A Focus on Community Projects

Sketch Landscape Architecture Studio, LLC makes community focused projects a priority in our practice. We strive to work on developments that provide the most benefit to the largest number of user groups. We greatly value working on municipal initiatives that emphasize the importance of protecting our native environment while promoting neighborhood interaction and a healthy lifestyle.

Town of Chino Valley

Since 2012, Sketch has consistently provided volunteer and contract services to the Town of Chino Valley (TOCV). In the past two years, we have had the privilege of contributing to three significant town-wide projects, including:

1. Participation in The Town Wide Integrated Water Master Plan report
2. Development of the new 2027 Landscape Zoning Code
3. Planning and construction documents for the Community Center Phase 3 Park expansion, Appaloosa Meadows Park, and Center Street Park

Although each project was contracted under a different department, managing all three assignments concurrently has proved highly beneficial. Sketch has successfully integrated the Town's objectives for landscape-based water conservation, trail development, and street frontage design with the creation of the community amenity areas. This collaborative approach has created numerous opportunities to demonstrate the advantages of thoughtfully designed landscapes that not only optimize stormwater management but also increase Chino Valley's recreation opportunities and enhance its overall visual appeal.

Neighboring Municipalities and Entities

In addition to our partnership with the Town of Chino Valley, Sketch also works with neighboring municipalities and entities. Our notable projects include:

1. South Ranch in the Deep Well Ranch Master Planned Community
2. Yavapai County Courthouse Irrigation Plan Update
3. City of Prescott Water Production Facilities and Intermediate Pump Station
4. City of Prescott Downtown Street Improvements
5. Yavapai Prescott Indian Tribe Projects

Overcoming Challenges

The demands of working on multiple large scale projects has brought an opportunity for growth.

In 2025, we welcomed an AutoCAD Technician to our office to support overall plan production. This skilled addition has played an essential role in helping us effectively meet project deadlines.

As new opportunities emerge, we intend to thoughtfully and strategically build our team to ensure our Clients continue to receive exceptional attention and service.

Approach to Exceptional Service for Required Tasks

Managing Multiple Tasks Under the Contract

Sketch will employ a systematic approach to efficiently manage multiple tasks assigned under the contract. Each task will be evaluated to determine its specific requirements and deadlines, allowing for organized planning and execution. This methodology ensures that all contractual obligations are met with high standards of quality and professionalism.

Quick Response Times and Expedited Services

To address urgent client needs, Sketch will provide quick response times and offer expedited services as requested. The team will maintain readiness to react promptly to client inquiries or unforeseen requirements, ensuring that time-sensitive tasks are handled without delay and with the utmost attention to detail.

Staffing Prioritization for Assigned Projects

Sketch will prioritize staffing and subcontractors based on the demands and timelines of assigned projects. By allocating resources strategically, the company will ensure that each task receives the necessary personnel for successful completion. This approach facilitates efficient workflow management and supports the delivery of exceptional service across all projects.

Project Examples

We have included three projects in the following pages that represent similar landscape architectural services that may be requested under the sample Scope of Work for On-Call Professional Services.

Project Example #1: South Ranch at Deep Well Ranch (pages 4 and 5)

Project Example #2: Yavapai County Courthouse Irrigation (pages 5 and 7)

Project Example #3: City of Prescott Water Production Facility and Intermediate Pump Station (pages 7 and 8)

Refer to Appendix B for a full job list and references.

PROJECT EXAMPLE #1

South Ranch @ Deep Well Ranch

Location

Deep Well Ranch Development off of Jenna Lane, Prescott, Arizona

Summary

South Ranch is a single-family home development located within the master-planned community of Deep Well Ranch in Prescott, Arizona. The initial plat comprises four principal phases, subdivided into subphases (1A, 1B, 2A, 2B, 3A, 3B, 4A, and 4B). Each subphase features cohesive street frontage design, theme wall plans, and designated community amenity spaces. The common areas include a community center with a swimming pool, multiple dog parks, pickleball courts, playgrounds, firepits, ramadas, and an integrated master trails system that will ultimately connect to the Prescott Circle Trail system.

The South Ranch project has recently expanded into an area identified as South Ranch South. This extension will encompass four additional phases offering similar amenities and features consistent with the initial development.

Developer

Davidson Homes

600 West Gurley Street Prescott, Arizona 86305

Contact

Thomas Renne, Director of Land Development

Telephone: 623.399.5279 | email: trenne@davidsonhomes.com

Services

Landscape architectural services including:

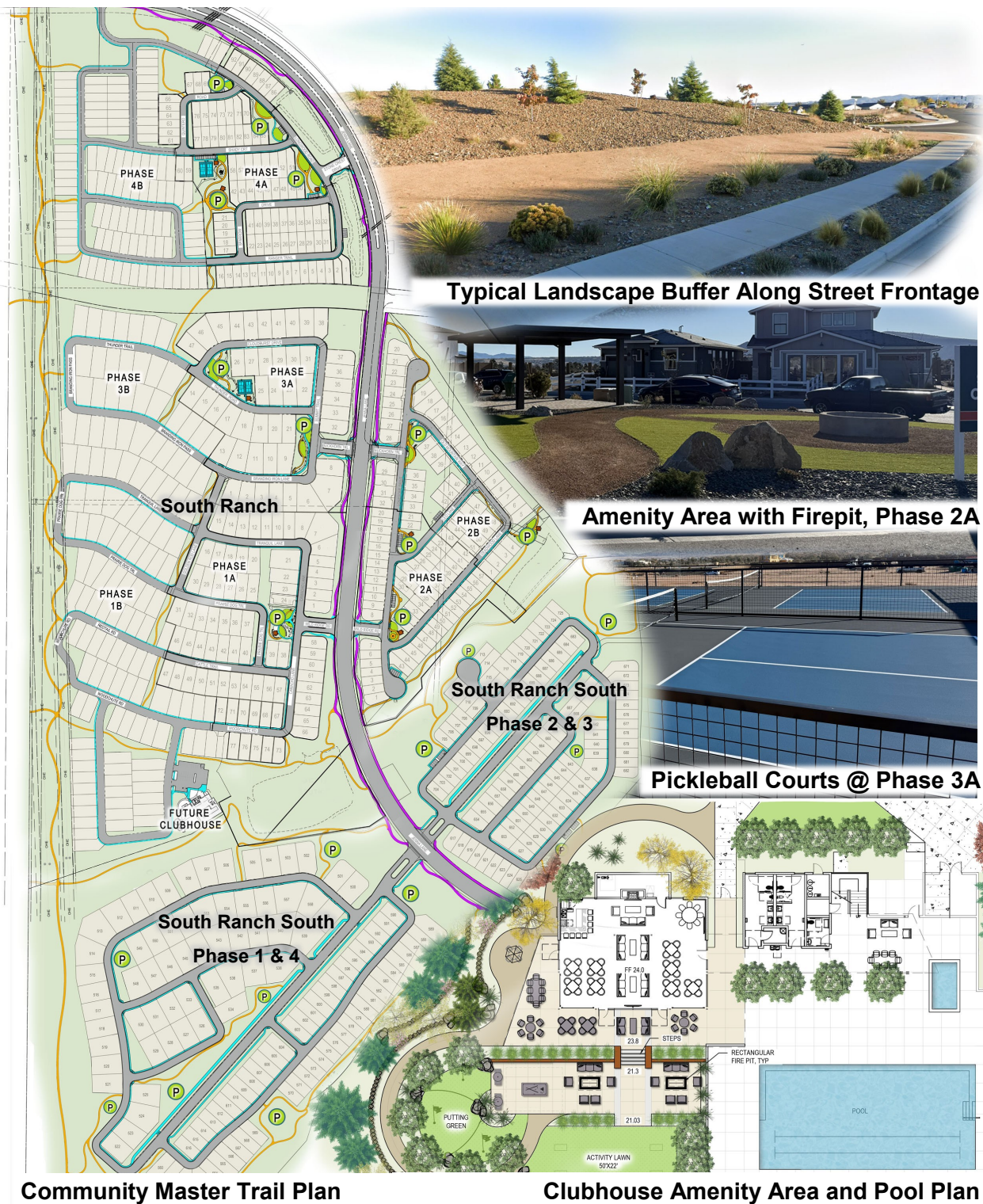
- Conceptual plans and renderings for parks, trails, theme walls, and entry monuments
- Construction documents for planting, irrigation, hardscape layout plans and details, low voltage lighting plans and site furnishing plans
- Bid coordination and post design construction administration for each phase

Dates of Contract

2022 to Current

South Ranch @ Deep Well Ranch

PROJECT EXAMPLE #1: IMAGES





PROJECT EXAMPLE #2

Yavapai County Courthouse Irrigation

Location

120 S Cortez, Prescott, Arizona, 86303

Summary

The Yavapai County Courthouse Irrigation Plan embraced a complete redesign and upgrade of the existing turf irrigation system currently servicing the plaza. This complex site, completed in 1918, came with a series of obstacles and challenges due to the large amount of mature trees, irregular pathways, and constant foot traffic. Working closely with the Yavapai County Facilities and Capital Improvements Staff, Sketch completed a series of concepts and diagrams studying the most efficient methods to irrigate the well loved community grounds. The final plan thoughtfully and logically combines the necessary existing infrastructure with the latest equipment and sophisticated controller technology. The new system is projected to reduce the County's outdoor irrigation water consumption by more than 30%.

Entity

Yavapai County

Facilities and Capital Improvements Project

1128 Commerce Drive, Prescott, Arizona 86305

Contact

Tom Cyr, Assistant Director

Telephone: 928.771.3115 | email: tom.cyr@yavapaiaz.gov

Mike Shira, Project Coordinator

Telephone: 928.771.3101 | email: Michael.shira@yavapaiaz.gov

Services

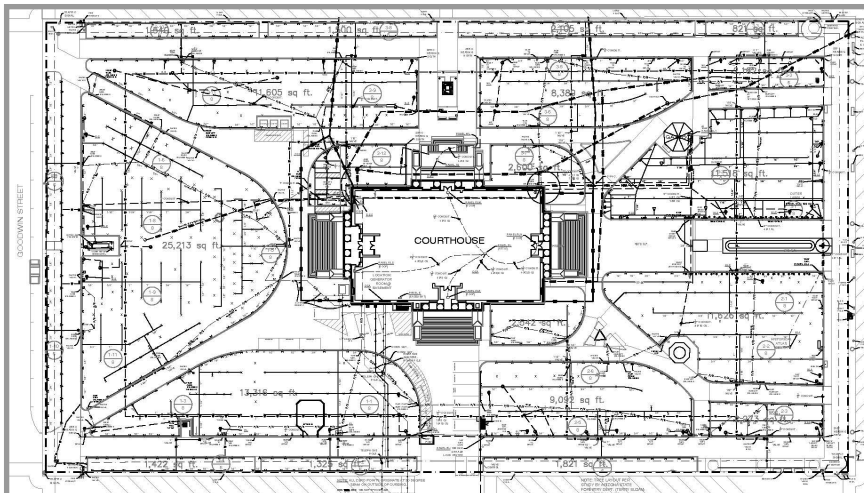
Landscape architectural services including:

- Irrigation construction documents
- Narrative: Best Management Practices for Courthouse Maintenance Operations

Dates of Contract

January of 2025 to December of 2025

Yavapai County Courthouse Irrigation

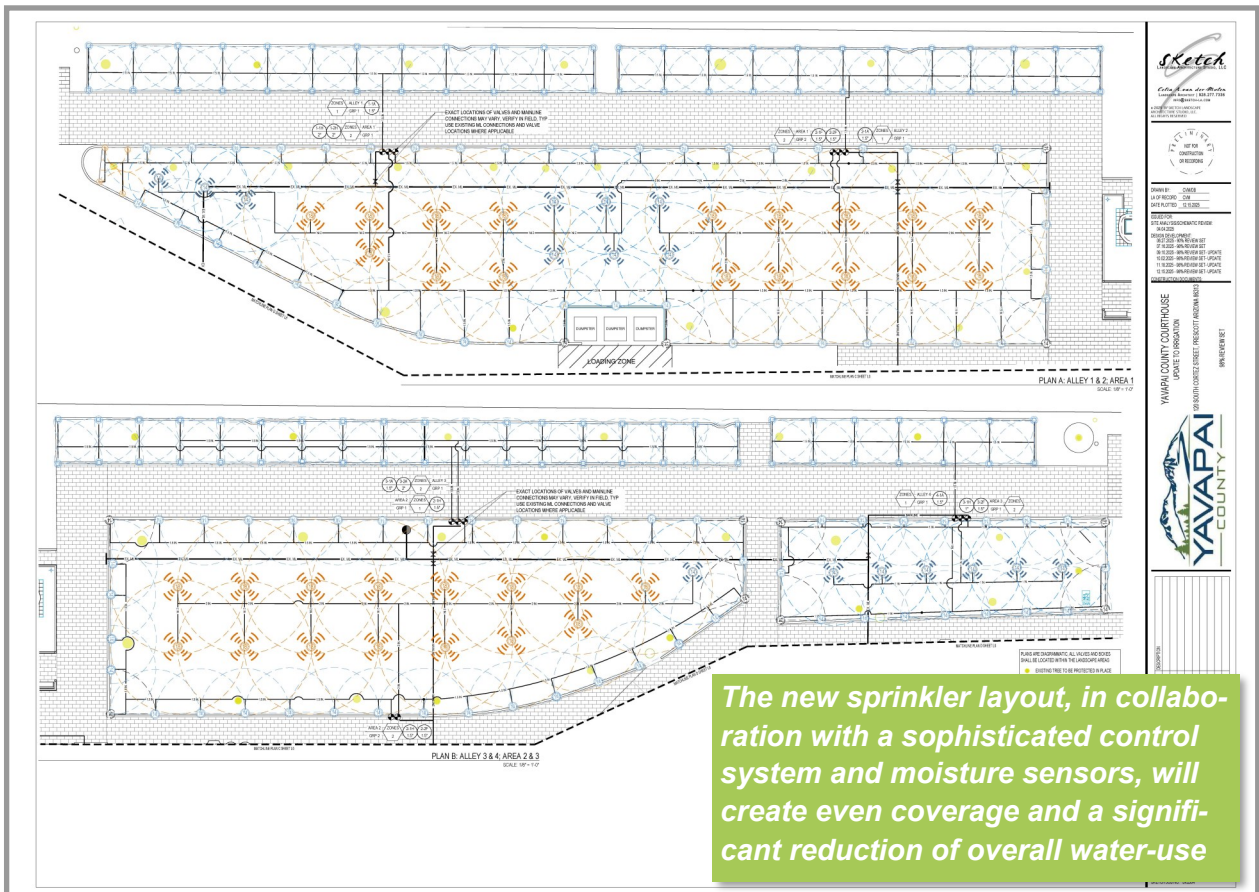


Example of Existing Conditions

The existing plan was confusing, inaccurate, and difficult to read



Existing irrigation coverage is inadequate and wasteful



The new sprinkler layout, in collaboration with a sophisticated control system and moisture sensors, will create even coverage and a significant reduction of overall water-use

Example of new irrigation layout specifying new valves, lateral lines and sprinkler heads



PROJECT EXAMPLE #3

City of Prescott Water Production Facility and Intermediate Pump Station

Locations

Water Production Facility: 251 Z-89, Chino Valley, AZ 86323

Intermediate Pump station: 6700 Jenna La, Prescott, Arizona, 86305

Summary

The City of Prescott (COP) Water Production Facility in Chino Valley, along with the Intermediate Pump Station (IPS) in Prescott's Deep Well Ranch area, highlight the specialized regional planning necessary to support growing municipal water needs as development expands in the Prescott area. While landscaping requirements for each location were minimal, this project demonstrates the extensive time and collaboration involved in bringing this multifaceted system into operation.

Entity

City of Prescott

In collaboration with Water Works Engineers

Contact

Rob Bryant, Project Engineer

Telephone: 480.744.0636 | email: robb@wwengineers.com

Services

Landscape architectural services including:

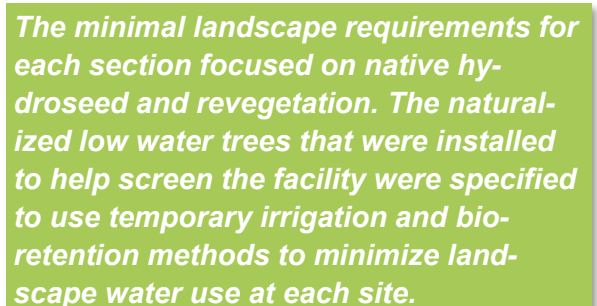
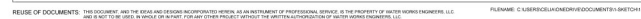
- Landscape Construction Documents for each location with an emphasis on low water plant material and native hydroseed
- Post Design Construction Administration

Dates of Contract

2019, with Additional Service requests through 2022

Construction completed June 2025

PROJECT EXAMPLE #3: IMAGES



KEY PERSONNEL

Celia A. Vander Molen

Principal Landscape Architect and Owner



About

Celia is a Licensed Landscape Architect in Arizona. She acquired her degree in Landscape Architecture and Regional Planning at the University of Massachusetts, Amherst while on a full-ride athletic scholarship. She is a member of the Council of Landscape Architecture Regional Board (CLARB), allowing her to achieve reciprocity throughout the United States.

Ms. Vander Molen has been working in the field of landscape architecture and design for over 23 years. As the former Principal and Studio Director for a Scottsdale based landscape architecture firm in 2008, Celia managed the site planning and preparation of over one hundred mixed-use, student housing and senior living developments located across the United States. Select projects have since received the Best in American Living Awards for their forward thinking and approach to multifamily apartment configurations and site design. Celia's versatile skills include sustainable site layout and planting; hardscape design and detailing; and public space development and configuration.

A former Division 1 college athlete and local volleyball coach, Ms. Vander Molen has a tenacity for organization and teamwork which she carries through in her everyday business operations. She is an advocate for sustainable development and believes in giving back to the community by volunteering her services whenever possible. She is a coach for the Chino Valley High School Volleyball Team and Chino Valley Crush Volleyball Club Travel Team, she participated in the Chino Valley General Plan Committee in 2012, and is the Board Chair for the Chino Valley Parks and Recreation Advisory Board.

Refer to Appendix C for Resume and Professional Licenses

SUPPORTING STAFF

Dane Bigelow

AutoCAD Technician



About

Dane is an AutoCAD drafter who joined the Sketch team in January of 2025. He graduated from BASIS Prescott with honors in 2023, and is currently attending Yavapai College and enrolled in their Bachelors of Business program, where he is set to graduate in the spring of 2027.

Dane consistently demonstrates a strong capacity for rapid learning and approaches his work with enthusiasm. This past year he has become highly proficient in irrigation design and calculations, preparing sheet set-ups, and conducting area take-offs. His technical support has contributed significantly to ensuring our projects remain both on budget and on schedule.

Dane also brings significant knowledge with our local trails. He greatly enjoys the outdoors and staying active, particularly through mountain biking. He was the state champion in Arizona for mountain biking in 2019 and 2022, as well as captain of the BASIS Prescott mountain biking team his junior and senior year. His acute understanding of the local trail system has been a valuable resource to our regional planning efforts.

TECHNICAL RESOURCES

Sketch is committed to the utmost standards of design. Equipped with the most recent computer software programs, we pride ourselves on the ability to provide high quality construction documents and presentation renderings for our clients. Our ability to work with the latest technology allows Sketch to successfully coordinate with architectural and engineering professionals in a timely and productive manner.

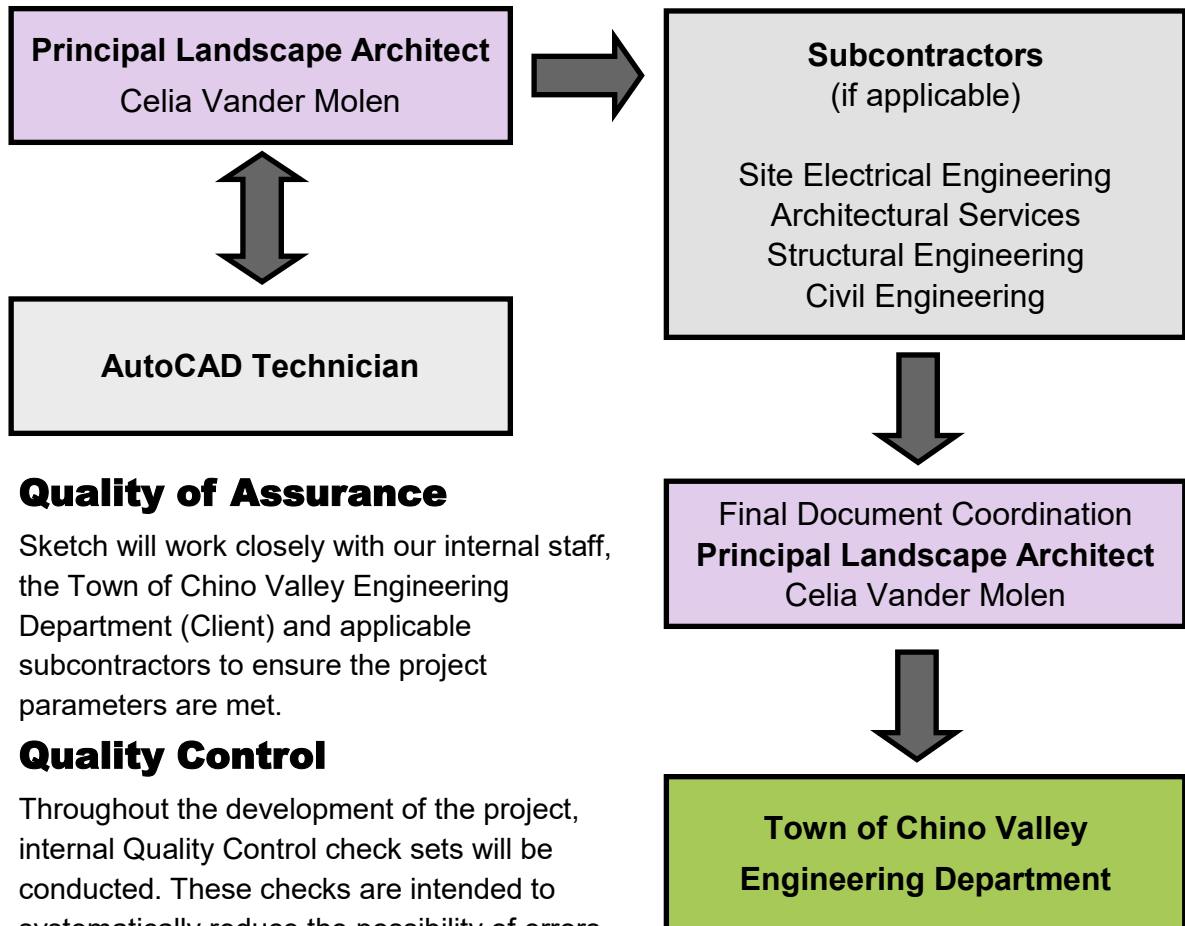
Computer Software Programs

AutoCAD 2026

Adobe Photoshop 2026

Microsoft Office 365

Organizational Chart



Quality of Assurance

Sketch will work closely with our internal staff, the Town of Chino Valley Engineering Department (Client) and applicable subcontractors to ensure the project parameters are met.

Quality Control

Throughout the development of the project, internal Quality Control check sets will be conducted. These checks are intended to systematically reduce the possibility of errors and omissions, supporting the overall integrity and accuracy of the work as it progresses.

Subcontractors

Should subcontractors be necessary for services that fall within the landscape architect's scope, Sketch will take responsibility for managing all aspects related to their involvement. This includes coordinating the solicitation of proposals from the appropriate subcontractors, overseeing the distribution of relevant information, and organizing project schedules. These efforts are intended to facilitate the efficient progress of the project and ensure that all tasks associated with the subcontracted services are completed in a timely and organized manner.

Our current Certificate of Liability Insurance has been included under Appendix D



PROJECT UNDERSTANDING

Planning

Effective planning is essential for the project's overall success. This involves clearly defining the project objectives, establishing the project scope, and identifying all necessary resources and constraints. During this phase, we will develop a comprehensive plan that outlines the required tasks, sets realistic timelines, and allocates responsibilities to ensure the project stays on track.

Cost Estimating and Controls

Cost estimating plays a critical role ensuring the successful implementation of the project. This process includes preparing detailed area take-offs and material specifications in order to compare actual construction costs against the budget. By closely tracking labor and material expenses and making adjustments as needed, we will maintain accurate numbers and avoid costly change orders.

Scheduling

A well-structured schedule is vital to coordinate project activities and meet deadlines. The scheduling process involves sequencing tasks, setting key milestones, and establishing a timeline for completion. Regular updates and adjustments to the schedule will be made to address any changes or unforeseen delays, ensuring the project remains on course.

Project Management and Team Organization

Strong project management and clear team organization are necessary for effective execution. This includes defining roles and responsibilities, facilitating communication among team members and subcontractors, and overseeing progress to ensure objectives are met. By organizing the team efficiently, we can streamline decision-making and foster a collaborative working environment.

Communication

Open and transparent communication is essential throughout the project. We will establish regular updates, meeting schedules, and reporting protocols to keep all participants informed. Consistent communication helps to quickly address issues as they arise and ensures everyone remains aligned with the project goals.

Anticipated Town Involvement

We understand that there needs to be active involvement from the Town during all project stages. This will include participation in planning meetings, providing feedback on deliverables, and assisting with decision-making processes. This collaboration is vital for ensuring that the project meets the Town's goals, expectations and budget.

Appendix A

Vendor Information Form

SECTION A**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT****PART 3. VENDOR INFORMATION FORM**

By submitting a statement of qualifications, the submitting Vendor certifies that it has reviewed the administrative information and the terms and conditions of the Sample Agreement and, if awarded the Agreement, agrees to be bound thereto.

Vendor's Contact	
Sketch Landscape Architecture Studio, LLC	Celia Vander Molen
Vendor Submitting SOQ	Name
L17083501	Principal Landscape Architect
Arizona Corporation Commission File No.	Title
45-4734246	928-277-7336
Federal Tax ID No.	Phone
3125 W Stewarts Slip, PO Box 240	
Address	Fax
Chino Valley, AZ 86323	celia@sketch-la.com
City State Zip	Email
Website	 Authorized Signature

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES
(check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

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

If yes, please include details and documentation of the certification.

Appendix B

Job List and References

Sketch Landscape Architecture Studio, LLC

Job List

CITY OF PRESCOTT - WATER PRODUCTION FACILITY | PRESCOTT, ARIZONA

Description: Landscape construction documents for the new water production facility and intermediate pump station between Chino Valley, AZ and Prescott, AZ
Client: Water Works Engineers
Contact: Rob Bryant | Phone: (480) 661-1742

CITY OF PRESCOTT - ACKER PARK MONUMENT SIGN | PRESCOTT, ARIZONA

Description: Design and construction details for descriptive signage at the storm water detention basin and Acker Park trail system.
Client: City of Prescott
Contact: Jeff Low, Capital Project Manager | Phone: (928) 777-1643

CITY OF PRESCOTT - STREET IMPROVEMENTS | PRESCOTT, ARIZONA

Description: Planting and irrigation plans for Summit Ave, McCormick St., and Beach Ave Street improvements. Project included the use of low water use plants and bio-retention areas to help mitigate and direct storm water run-off.
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

CITY OF PRESCOTT - ZONE 16 PUMP STATION | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents at new water tank and pump station facility, including colored plan view and elevation rendering for Council presentation.
Client: Brown and Caldwell
Contact: Mark Courtney, P.E., Client Services Manager | Phone: (602) 567-3814

CITY OF PRESCOTT - BASHFORD COURT PARKING LOT | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents for new parking area
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

CITY OF PRESCOTT - PENN AVE BASIN | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents for new retention basin; design development of new active recreation trail and amphitheater; street improvements and Acker park trail head parking.
Client: Granite Basin Engineering, Inc
Contact: Davin Benner, P.E. | Phone: (928) 717-0171

YAVAPAI COUNTY COURTHOUSE IRRIGATION PLANS | YAVAPAI COUNTY, ARIZONA

Description: New irrigation plan and maintenance best management practices narrative
Client: Yavapai County
Contact: Tom Cyr, Assistant Director | Phone: 928.771.3115

Sketch Landscape Architecture Studio, LLC

Job List

YAVAPAI PRESCOTT INDIAN TRIBE – CHARLIE BEN WILSON HOUSE | PRESCOTT, ARIZONA

Description: Historical restoration plans for tribal member home including ethnobotanical and interpretive garden design, educational signage and property revegetation. Project included the use of rain harvesting barrels to irrigate landscape areas and garden.

Client: Yavapai Prescott Indian Tribe

Contact: Peter Bourgios, Planner | (928) 515-7457

YAVAPAI PRESCOTT INDIAN TRIBE – PLAYGROUND | PRESCOTT, ARIZONA

Description: Construction document preparation for community playground design

Client: Yavapai Prescott Indian Tribe

Contact: Peter Bourgios, Planner | (928) 515-7457

TOWN OF CHINO VALLEY PARK PLANS | CHINO VALLEY, ARIZONA

Description: Construction documents for (3) existing parks

Client: Town of Chino Valley, Community Services

Contact: Cyndie Thomas | Phone: (928) 636-9114

TOWN OF CHINO VALLEY TOWN WIDE INTEGRATED WATER MASTER PLAN CHINO VALLEY, ARIZONA

Description: Integrated water resource master plan including best practices for landscape design

Client: Civil Tech Engineering, Inc

Contact: Ben Townsend, Engineer | Phone: (928) 771-2377

TOWN OF CHINO VALLEY IWMP, OLD HOME MANOR | CHINO VALLEY, ARIZONA

Description: Integrated water resource master plan including best practices for landscape design

Client: Civil Tech Engineering, Inc

Contact: Ben Townsend, Engineer | Phone: (928) 771-2377

TOWN OF CHINO VALLEY LANDSCAPE ZONING CODE | CHINO VALLEY, ARIZONA

Description: Complete rewrite of the Landscape Zoning Code

Client: Town of Chino Valley, Development Services

Contact: Laurie Lineberry, Development Services Director | Phone: (928) 636-3471

TOWN OF CHINO VALLEY- LIBRARY PARK EXPANSION | CHINO VALLEY, ARIZONA

Description: Construction documents for new park including hardscape and landscape plans, details and renderings

Client: Town of Chino Valley, Public Works

Contact: Frank Marbury, P.E., TOCV Public Works Director

TOWN OF CHINO VALLEY RV PARK CONCEPT | CHINO VALLEY, ARIZONA

Description: Conceptual plan for a new RV park and amenities for the Town of Chino Valley

Client: Town of Chino Valley, Arizona

Contact: Maggie Tidaback | Phone: (928) 636-2646 ext. 1201

Sketch Landscape Architecture Studio, LLC

Job List

DEEP WELL RANCH: FINDLAY HYUNDAI | PRESCOTT VALLEY, ARIZONA

Description: Planting, irrigation construction documents
Client: Lyon Engineering
Contact: Scott Lyon | Phone: (928) 776-1750

DEEP WELL RANCH: SOUTH RANCH DEVELOPMENT | PRESCOTT, ARIZONA

Description: Landscape and amenity area plans for all phases
Client: Davidson Homes
Contact: Thomas Renne | Phone: (623) 399-5279

DEEP WELL RANCH: HEADQUARTERS | PRESCOTT, ARIZONA

Description: Planting, irrigation, and hardscape construction documents
Client: Sun State Builders
Contact: Colin Lovdahl, Project Manager, R.A., LEED-AP | Phone: (928) 277-5247

DEEP WELL RANCH: ROUNDABOUTS | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents for the (3) main roundabouts located along State Route 89 at the Deep Well Ranch development: James Lane connection, Deep Well Ranch Rd and Phippen Museum
Client: Sun State Builders
Contact: Colin Lovdahl, Project Manager, R.A., LEED-AP | Phone: (928) 277-5247

DEEP WELL RANCH: SADDLEWOOD COMMUNITY | PRESCOTT, ARIZONA

Description: Planting and irrigation improvement plans for the Saddlewood community
Client: Sun State Builders
Contact: Colin Lovdahl, Project Manager, R.A., LEED-AP | Phone: (928) 277-5247

DEEP WELL RANCH: TRINITY CHRISTIAN SCHOOL | PRESCOTT, ARIZONA

Description: Hardscape layout, planting and irrigation plans for a new school located in Deep Well Ranch
Client: Michael Taylor Architects, Inc
Contact: Stan Hitson | Phone: (928) 445-0626

DEEP WELL RANCH: WESTWOOD COMMUNITY | PRESCOTT, ARIZONA

Description: Landscape plans for the Westwood community, phases 1-5
Client: Davidson Homes
Contact: Thomas Renne | Phone: (623) 399-5279

PHOENIX INDUSTRIES | PRESCOTT VALLEY, ARIZONA

Description: Planting and irrigation construction documents
Client: Michael Taylor Architects, Inc
Contact: Michael Taylor | Phone: (928) 445-0626

Sketch Landscape Architecture Studio, LLC

Job List

ASURA MEDICAL | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents
Client: Michael Taylor Architects, Inc
Contact: Michael Taylor | Phone: (928) 445-0626

WHIPPLE COFFEE SHOP | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents
Client: Michael Taylor Architects, Inc
Contact: Michael Taylor | Phone: (928) 445-0626

PATRIOT PEST CONTROL | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents for new building
Client: Michael Taylor Architects, Inc
Contact: Michael Taylor | Phone: (928) 445-0626

FINDLAY SUBARU | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents
Client: Michael Taylor Architects, Inc
Contact: Michael Taylor | Phone: (928) 445-0626

89 IN THE PINES- APARTMENTS | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents
Client: Michael Taylor Architects, Inc
Contact: Michael Taylor | Phone: (928) 445-0626

PRESCOTT CHRISTIAN CHURCH | PRESCOTT, ARIZONA

Description: Landscape construction documents
Client: Michael Taylor Architects, Inc
Contact: Michael Taylor | Phone: (928) 445-0626

VALLEY STREET APARTMENTS | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

PRESCOTT LAKES APARTMENTS | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

PAAR | PRESCOTT, ARIZONA

Description: Hardscape, planting and irrigation construction documents
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

Sketch Landscape Architecture Studio, LLC

Job List

THE DELLS | PRESCOTT, ARIZONA

Description: Construction document preparation of monument sign, entry gate and post office designs
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

MISSION LODGE | PRESCOTT, ARIZONA

Description: Landscape construction documents
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

COLORADO RIVER INDIAN TRIBES (CRIT) FIRE STATION | POSTON, ARIZONA

Description: Landscape construction documents
Client: Peter D. Bourgois
Contact: Peter Bourgois, Landscape Architect | Phone: (928) 713-6068

WALDEN RANCH | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents to enhance existing phases and phases 3 and 4 landscape construction documents
Client: Sunstate Builders
Phone: (480) 894-1286

POTTERS HOUSE | PRESCOTT, ARIZONA

Description: Planting and irrigation construction documents for new building and parking lot
Client: Sun State Builders
Phone: (480) 894-1286

DEPOT MARKETPLACE COURTYARD | PRESCOTT, ARIZONA

Description: New hardscape plan for the Depot Marketplace Courtyard including new paving, stage, shade sails, lighting, and site furnishing
Client: Arizona Commercial
Contact: Mike Freet | Phone: (602) 292-7808

PINE CANYON SPORTS COMPLEX AND MAINTENANCE FACILITY | FLAGSTAFF, ARIZONA

Description: Planting and irrigation landscape construction documents following the City of Flagstaff LID water reclamation and passive stormwater design practices.
Project utilized low water use plants and bio-retention areas throughout the site.
Client: Symmetry Companies
Contact: Clint Poteet | Phone: (928) 830-1371

PV RENTALS | PRESCOTT VALLEY, ARIZONA

Description: Planting, irrigation and hardscape design for street frontage, open space, and amenity areas.
Client: Aspire Homes
Contact: Augustin Baugier | Phone: (203) 767-8656

Sketch Landscape Architecture Studio, LLC

Job List

PRONGHORN: VIEWPOINT UNIT 21 REDNERING | PRESCOTT VALLEY, ARIZONA

Description: Conceptual Plan for New Development
Client: Pronghorn
Contact: Lyndsie Epperson | Phone: (626) 512-9591

PRONGHORN: WORKFORCE HOUSING | CHINO VALLEY, ARIZONA

Description: Chino Valley Workforce Housing
Client: Pronghorn
Contact: Lyndsie Epperson | Phone: (626) 512-9591

TOUCHMARK AT THE RANCH SENIOR LIVING COMMUNITY| PRESCOTT, ARIZONA

Description: Landscape Architectural services for the overall site, community park and buildings including schematic design, construction documents and construction administration services
Client: LRS Architects/ Touchmark
Contact: James L. Perryman, Development Manager | Phone: (928) 632-7800

RV CONDOS | PRESCOTT, ARIZONA

Description: Conceptual plan and elevation for proposed RV storage buildings
Client: Bill Watson
Contact: Bill Watson | (928) 925-0240

TRACTOR SUPPLY COMPANY STORES | PRESCOTT & PRESCOTT VALLEY, ARIZONA

Description: Planting and Irrigation Construction Documents
Client: Baseline Development
Contact: Gavin Melia | (910) 724-6720

SAVAGE DEVELOPMENT | PRESCOTT, ARIZONA

Description: Landscape construction documents
Client: Otwell Architects
Contact: Brian Piper | Phone: (928) 778-6120

TERRITORIAL ELEMENTARY SCHOOL- NEW OFFICES | CHINO VALLEY, ARIZONA

Description: Landscape construction documents
Client: Otwell Architects
Contact: Brian Piper | Phone: (928) 778-6120

Appendix C

Resume and Professional Licenses

Celia A. Vander Molen

*Owner & Principal
Landscape Architect*

*Sketch
Landscape
Architecture
Studio*

Email: celia@sketch-la.com
Direct: 928.277.7336
3125 W Stewarts Slip
PO Box 240
Chino Valley, AZ 86323

Professional Licensure & Memberships

State of Arizona,
Registered Professional
Landscape Architect, 52787

Council of Landscape Architecture
and Regional Board, CLARB

Education

University of Massachusetts,
Amherst

Bachelor of Science
Landscape Architecture and
Regional Planning
1998-2002

Summary

- 24 years of experience offering professional landscape architectural services
- Ability to manage complex projects ranging from \$500,000 to \$2,500,000+
- Proficient in the latest AutoCAD, Photoshop, and Microsoft Office technologies
- Skilled in visual and written presentation techniques

Professional Experience

Sketch Landscape Architecture Studio, LLC
3125 W Stewarts Slip | Chino Valley, Arizona 86303

Principal Landscape Architect/ Owner
2011 to Current

Duties and Accomplishments:

- In charge of daily office operations including business development and marketing; proposal and contract submittals; project organization and execution
- Directly involved in projects from design development through construction completion
- Ability to effectively oversee and organize multiple consultants
- Expansive experience with a large variety of projects including municipal, tribal, commercial, multi-family, and single-family community open space planning, student housing, hospitals and single family residential.
- Significant experience working with local municipalities and entities, including:
 - Town of Chino Valley
 - City of Prescott
 - Town of Prescott Valley
 - Yavapai Prescott Indian Tribe
 - Deep Well Ranch Yavapai County

Professional Experience Continued

Community Involvement

**Town of Chino Valley
Parks and Recreation
Advisory Board
Board Chair**

Chino Valley, Arizona
Member 2014-2024
Chair 2023-present

**Chino Valley General
Plan Committee
Member**

Chino Valley, Arizona
2012-2014

**Chino Valley High School
Volleyball Team**

Head and Assistant Coach
Chino Valley, Arizona
2012-2013, 2018-present

**Chino Valley
Crush Volleyball Team
Head Coach**

Chino Valley, Arizona
2018-present

**Yavapai Juniors
Volleyball Club
Head Coach**

Prescott, Arizona
2012-2014

HPLA/Studio Sprawl Landscape Architecture

7633 E Acoma Drive #209 | Scottsdale, Arizona 85260

Studio Director

2007 to 2011

Duties and Accomplishments:

- Key participant in gaining a partnership with a prevalent multifamily architecture firm
- Prepared and coordinated construction documents for over one hundred multifamily, mixed-use, senior living and affordable student housing projects throughout the United States
- Detailed cutting-edge outdoor amenity spaces, pools, plazas, and roof decks
- Team manager responsible for reaching important deadlines and delegating project duties to design staff

Notable Projects:

- The District on Apache Student Housing, Tempe, AZ
- The District of 5th Student Housing, Tucson, AZ
- The District at ODU Student Housing, Norfolk, VA
- University of Oregon Student Housing, Eugene OR
- Studio Green, Student Housing, Tallahassee, FL

Urban Graphite Landscape Architecture

Scottsdale, Arizona

Senior Project Manager

2005-2007

Duties and Accomplishments

- Project manager for an extensive hospital renovation including healing gardens, statue and art coordination and placement, water features and monument signage design
- Developed marketing and branding material for a large multi-family community in Phoenix
- Effectively coordinated with general contractors during landscape construction operations

STATE OF ARIZONA



STATE BOARD OF TECHNICAL REGISTRATION

CELIA ANN VANDER MOLEN

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT

IN WITNESS THEREOF, THE BOARD
GRANTS CERTIFICATION AND ISSUES
CERTIFICATE NUMBER **52787** SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX ARIZONA
THIS 23RD DAY OF AUGUST, 2011.

A handwritten signature in black ink, appearing to read "Howell Shay III".

Howell Shay III, Board Chair

A handwritten signature in black ink, appearing to read "Susan Schaefer Kliman".

Susan Schaefer Kliman PhD, Board Secretary

**STATE OF ARIZONA
BOARD OF TECHNICAL REGISTRATION**

■ FIRM REGISTRATION ■

FIRM NAME & ADDRESS:

Sketch Landscape Architecture Studio, LLC
3125 W Stewarts Slip
Chino Valley, Arizona 86323

FIRM REGISTRATION NO.:

17167-0

SERVICES OFFERED:

Landscape Architecture

EXPIRES:

October 22, 2026



Michael Kolejka
Chairperson of the Board

Appendix D

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: PROFESSIONAL INSURANCE BROKERS, INC. PMB 857, 515 E. CAREFREE HWY PHOENIX, ARIZONA 85085-8839	CONTACT WENDI S REED NAME: PHONE 623 465-5300 FAX (A/C 623 465-5933 (A/C No. Ext): No) EMAIL ADDRESS: wendi@pibinc.com PRODUCER CUSTOMER ID: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: R L I INSURANCE COMPANY 13056 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES:	CERTIFICATE NUMBER: 15	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YY)	POLICY EXP. DATE(MM/DD/YY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X	X	PSB0002767	05/17/25	05/17/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eo occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED ☐ ALL OWNED AUTOS ☒ NON OWNED AUTOS ☒ HIRED AUTOS	X	X	PSB0002767	05/17/25	05/17/26	COMBINED SINGLE LIMIT (Eo Accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N N	N/A	PSW0002385	05/17/25	05/17/26	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ PROFESSIONAL LIABILITY		X	RDP0054304	05/17/24	05/17/26	EACH CLAIM / AGGREGATE 1,000,000 / 2,000,000

DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Existing Parks Plan & Landscape Code

As per written contract, Entellus, Inc., the Town of Chino Valley is Additional Insured, on a primary and non-contributory basis, as respects the General and Automobile Liability coverages per Blanket Form PPB3040212 attached. Waiver of Subrogation applies to all listed policies per written contract. Workers compensation blanket waiver form WC000313 attached. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER TOWN OF CHINO VALLEY 1982 VOSS DRIVE CHINO VALLEY, AZ 86323	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wendi S Reed
--	---

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Named Insured: Sketch Landscape Architecture Studio, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/17/2025

Insured

Sketch Landscape Architecture Studio, LLC
Insurance Company

RLI Insurance Company

Policy No.
PSW0002385

Endorsement No.
Premium

Countersigned by _____



Schedule of Fees

Professional Service	Charge per Hour
Landscape Architect	\$120
Landscape Designer	\$85
AutoCAD Technician/Drafting	\$65
Supplemental Service	
Landscape Architect	\$150
Landscape Designer	\$95
AutoCAD Technician/Drafting	\$75
Administration	\$65
Mileage	\$0.725/Mile (or IRS standard annual rate)
Printing	Cost + 15%
Professional Subcontractor	Direct Cost + 15%

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LINE & SPACE**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Line & Space, LLC, an Arizona limited liability company (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for architect services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Line & Space 627 E. Speedway Blvd Tucson, Arizona 85705 Attn: Henry Tom

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

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

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

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

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

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

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

"Consultant"

LINE & SPACE, LLC,
an Arizona limited liability company

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LINE & SPACE

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LINE & SPACE

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LINE & SPACE

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LINE & SPACE

[Work Authorizations]

See following page(s) (to be attached after execution).

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKETCH LANDSCAPE ARCHITECTURE STUDIO**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Sketch Landscape Architecture Studio, LLC, an Arizona limited liability company (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

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

C. The Town desires to enter into an agreement with the Consultant for landscape architecture services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

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

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

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

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal to or broader in coverage scope than the underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. The Consultant shall provide at least 30 days' prior written notice to the Town before the insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity, including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, the Town shall make payment to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. The Town may terminate this Agreement upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this Section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees, or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Parties do not intend to, nor will they, combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Parties.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement, whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for Services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Sketch Landscape Architecture Studio 3125 W Stewarts Slip, PO Box 240 Chino Valley, Arizona 86323 Attn: Celia Vander Molen

Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to return to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

16.21 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.22 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.23 Meaning of Terms. References made in the singular shall include the plural, and the masculine shall include the feminine or the neuter.

16.24 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

16.25 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. The Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

"Consultant"

SKETCH LANDSCAPE ARCHITECTURE
STUDIO, LLC, an Arizona limited liability company

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKETCH LANDSCAPE ARCHITECTURE STUDIO

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKETCH LANDSCAPE ARCHITECTURE STUDIO

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKETCH LANDSCAPE ARCHITECTURE STUDIO

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKETCH LANDSCAPE ARCHITECTURE STUDIO

[Work Authorizations]

See following page(s) (to be attached after execution).

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HARRINGTON PLANNING + DESIGN**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Harrington Planning + Design, LLC, an Arizona limited liability company (the “Consultant”). The Town and the Consultant are the only parties to this Agreement; each is an individual “Party,” and together they are the “Parties.”

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled “RFQ - FY 2026 On-Call Professional Services” (the “RFQ”), a copy of which is on file in the Town’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

B. The Consultant responded to the RFQ by submitting the Statement of Qualifications (the “SOQ”) attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an agreement with the Consultant for landscape architecture services, as more particularly described in Section 2 below (the “Services”).

D. This is an “on-call” agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Consultant shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement, and (B) any and all Consultant claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

4. Payments. The Town shall pay the Consultant monthly, based on work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. The Consultant shall provide the Services in accordance with a safety plan that complies with the standards of the Occupational Safety and Health Administration ("OSHA"), the American National Standards Institute, and the National Institute for Occupational Safety and Health. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, the Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with the Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section..

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this Agreement, the Town does not represent that coverage and limits will be adequate to protect the Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. The Consultant's insurance shall be primary and non-contributory insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the Services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements, citing that applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Parties. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage. Still, such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) The Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be named as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal to or broader in coverage scope than the underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal to or broader in coverage scope than the underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. The Consultant shall provide at least 30 days' prior written notice to the Town before the insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity, including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, the Town shall make payment to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. The Town may terminate this Agreement upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this Section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees, or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Parties do not intend to, nor will they, combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Parties.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement, whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for Services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Harrington Planning + Design 3116 S. Mill Avenue, Suite 305 Tempe, Arizona 85282 Attn: Jason Harrington

Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to return to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

16.21 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.22 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.23 Meaning of Terms. References made in the singular shall include the plural, and the masculine shall include the feminine or the neuter.

16.24 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

16.25 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. The Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

"Consultant"

HARRINGTON PLANNING + DESIGN, LLC
an Arizona limited liability company

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HARRINGTON PLANNING + DESIGN

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HARRINGTON PLANNING + DESIGN

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HARRINGTON PLANNING + DESIGN

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HARRINGTON PLANNING + DESIGN

[Work Authorizations]

See following page(s) (to be attached after execution).

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KIMLEY-HORN AND ASSOCIATES**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 28, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant"). The Town and the Consultant are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Town issued a Request for Statements of Qualifications, titled "RFQ - FY 2026 On-Call Professional Services" (the "RFQ"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for on call professional services in the following categories: civil engineering, geotechnical engineering, electrical & SCADA programming, architecture, and landscape architecture.

B. The Consultant responded to the RFQ by submitting the Statement of Qualifications (the "SOQ") attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an agreement with the Consultant for landscape architecture services, as more particularly described in Section 2 below (the "Services").

D. This is an "on-call" agreement for Services to be authorized on an as-needed basis; there is no guarantee that the Town will ask the Consultant to perform any work 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.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 27, 2028 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") at the discretion of the Town Manager if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town Manager approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement

to terminate at the end of its then-current term; provided, however, that the Town Manager may, at his or her discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Consultant shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement, and (B) any and all Consultant claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B, which is incorporated herein by reference, on an on-call basis and pursuant to individual written work authorizations, each of which shall (i) incorporate the terms and conditions of this Agreement; (ii) be executed by the duly-authorized representative of each party, and (iii) be attached to this Agreement as part of Exhibit D. When authorized to perform work pursuant to this Agreement, the Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing any Services, the Consultant shall tour the Project site (if applicable) and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay the Consultant for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C. Each work authorization shall be subject to approval in accordance with the Town's Procurement Policy.

4. Payments. The Town shall pay the Consultant monthly, based on work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. The Consultant shall provide the Services in accordance with a safety plan that complies with the standards of the Occupational Safety and Health Administration ("OSHA"), the American National Standards Institute, and the National Institute for Occupational Safety and Health. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, the Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with the Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section..

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with

an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this Agreement, the Town does not represent that coverage and limits will be adequate to protect the Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. The Consultant's insurance shall be primary and non-contributory insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the Services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements, citing that applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Parties. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage. Still, such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) The Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be named as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal to or broader in coverage scope than the underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal to or broader in coverage scope than the underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged

in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. The Consultant shall provide at least 30 days' prior written notice to the Town before the insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity, including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, the Town shall make payment to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. The Town may terminate this Agreement upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this Section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed

for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees, or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Parties do not intend to, nor will they, combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Parties.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the execution of this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of

carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement, whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for Services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, 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: Terri Denemy, Town Manager
With copy to:	Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Kimley-Horn and Associates 101 West Goodwin Street, Suite 300 Prescott, Arizona 86303 Attn: Adam Perillo

Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to return to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to

the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.19 Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree 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.

16.20 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees 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.

16.21 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.22 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.23 Meaning of Terms. References made in the singular shall include the plural, and the masculine shall include the feminine or the neuter.

16.24 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

16.25 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. The Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

16.26 Click-Through Terms and Conditions.

A. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as “clickwrap” or “click-through” terms when using or attempting to use a site or service, are not binding upon the Town.

B. If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software-based ordering system with respect to this Agreement (each an “Electronic Ordering System”), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and the Consultant is hereby given notice that the persons using Electronic Ordering Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Services, those terms and conditions will also be void.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Terri Denemy, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

"Consultant"

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KIMLEY-HORN AND ASSOCIATES

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KIMLEY-HORN AND ASSOCIATES

[Scope of Work]

See following page.

SCOPE OF WORK

On-Call Professional Services

Project-specific scopes of work will be developed as individual projects are awarded.

The Town of Chino Valley is seeking statements of qualifications from qualified, licensed vendors interested in providing professional services for the designated areas (with examples of anticipated work types) in the following categories:

1. Civil Engineering
 - a. Water / Wastewater / Storm Drain
 - b. Transportation / Traffic
 - c. Cost Estimates
 - d. Land Survey
 - e. Plan Review
2. Geotechnical Engineering
 - a. Site Investigation / Recommendations
 - b. Materials Testing / Quality Assurance / Quality Control / Special Inspection
 - c. Environmental Services
3. Electrical & SCADA Programming
4. Architecture
5. Landscape Architecture

Services to be provided may include, but are not limited to, studies, site investigations, planning, preliminary design concepts, and development of contract documents (such as detailed plans, schedules, designs, specifications, and reports). Duties may also involve budget estimation, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration, and presentations at public meetings. All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Up to three vendors from each category will be selected for inclusion on a pre-qualified vendor list. The Town will use the list to directly select vendors to provide professional services on specific project assignments on an as-needed basis. Fee proposals will be requested from selected vendors later.

The Town does not guarantee that a vendor on the list will be selected for a project or awarded a contract. The Town also makes no guarantee of a specific volume of work, a total contracted amount, or that the quantity of work (whether measured monetarily or otherwise) within any project type will be spread equally, or in any specific order, or according to any other specific percentage split among the various vendors on the list.

The initial term of the list will be five years, at the discretion of the Town Manager. The Town reserves the right to award a contract to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date by written notice to the vendors on the list.

While the Town intends to use the list whenever possible, it reserves the right to select vendors not on the list to perform professional services, and to issue separate solicitations for specific projects when it is in the Town's best interest to do so.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KIMLEY-HORN AND ASSOCIATES

[Fee Proposal]

See following page(s).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KIMLEY-HORN AND ASSOCIATES

[Work Authorizations]

See following page(s) (to be attached after execution).



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 4/28/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the April 2, 2026, special meeting minutes.

STAFF RECOMMENDATION:

Approve the April 2, 2026, special meeting minutes.

ATTACHMENTS:

1.	2026 04 02 CC SP MND wWM
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**MINUTES OF THE SPECIAL MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
THURSDAY, APRIL 2, 2026**

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 5:03 p.m.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

Absent:

Staff Present: Town Attorney Andrew McGuire - remote, Finance Director Katie Pehl, IT Manager Spencer Guest, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. ACTION ITEM

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 Resolution No. 2026-1304 regarding the Notice received from the Arizona Industrial Development Authority to issue its single family mortgage revenue bonds.

Andrew McGuire, Town Attorney, presented the following:

- Discussed a previous notice from Pima County to allow people in Chino Valley to use a certain mortgage offered through the IDA and related it to this item but this time coming from Maricopa County.
- If the Town does not want to allow the program, it must opt out, otherwise, the Town is opted in by default. This is the reason for the special meeting tonight.

Council and Andrew McGuire, Town Attorney, discussed the following:

- Councilmember Holt inquired what opting in entails.
 - Mr. McGuire stated that opting in makes the program available to people in the municipality.
- Councilmember Switzer inquired what the program is.
 - Mr. McGuire stated that it is bonds issued for funds to be available for people who want to get a mortgage through the program. The bonds are essentially subsidies for mortgages.
- Councilmember Switzer inquired if there was any liability to the town.

- Mr. McGuire stated there is not. The IDA bonds are revenue bonds of the authority itself.
- Councilmember Switzer asked about the cons to allowing the bonds.
 - Mr. McGuire stated it's more of a philosophical discussion about income-based subsidies. Some communities view them as a subsidized income-based program they don't want in their communities.
- Councilmember Switzer inquired if there was a staff position on the matter.
 - Mr. McGuire stated that staff does not typically take a position on these matters as it's purely a policy decision at the Council level.
- Vice-Mayor Granillo inquired about the amount that would be given to those applying.
 - Mr. McGuire stated it would depends on the person applying and the type of mortgage assistance they were requesting.
 - Vice-Mayor Granillo questioned if it would really help the applicants due to the cost of housing in Chino Valley.
- Council questioned and discussed whether anyone in the community would even qualify for the program.

MOVED by Councilmember Robert Switzer, seconded by Vice-Mayor Eric Granillo to approve Resolution No. 2026-1304 regarding the Notice received from the Arizona Industrial Development Authority to deny approval of the use of proceeds of the bonds for mortgage loans on residences in Town limits.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

6 - 0 Passed - Unanimously

3. ADJOURNMENT

Mayor Armstrong adjourned the meeting at 5:13 p.m.

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 2nd day of April, 2026. 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

DRAFT



TOWN COUNCIL

AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 4/28/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:
Consideration and possible action to approve the April 13, 2026, study session minutes.

STAFF RECOMMENDATION:
Approve the April 13, 2026, study session minutes.

ATTACHMENTS:

1.	2026 04 13 CC SS MND wWM
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**MINUTES OF THE STUDY SESSION OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
MONDAY, APRIL 13, 2026**

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 5:00 p.m.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

Absent:

Staff Present: Town Manager Terri Denemy, Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Human Resources Director Laura Kyriakakis, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Assistant Public Works Director/Town Engineer Steven Sullivan, Streets Manager Paul Smith, Utilities Manager Jesse Holyfield, Finance Director Katie Pehl, Chief of Police Josh McIntire, Town Magistrate Angela Bradshaw-Napper, Community Services Director Cyndi Thomas, Economic Development Manager Maggie Holmberg, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. DISCUSSION ITEMS

- a. Consideration and discussion regarding the Fiscal Year 26/27 budget.

Terri Denemy, Town Manager, presented the following:

- Thanked Council for the steps leading up to this meeting.
- The Town needs to be fiscally conservative due to the Town's financial position.
- Discussed the importance of bringing in new forms of revenue.
- Staff worked to reduce their budgets without impacting services. However, projects and maintenance need not be deferred as it does not ultimately help.

Katie Pehl, Finance Director, presented the following:

- Gave an overview of the FY26/27 Budget Summary Base including personnel, operating, one-time operating, minor capital, major capital, debt, contingency, and interfund transfers. This budget is a decrease of \$12 million compared to the current fiscal year's base budget. Once recommendations are added in, should the Council approve them as recommended, the budget is \$4.9 million less than the current fiscal year.
- Discussed the net budget to identify surpluses and deficits in terms of revenues. The ongoing revenues cover the ongoing expenses overall. The same is true with recommendations included as presented by staff. The Town's remaining cash balance

would be just over \$10.5 million. Reserves should be 25% of operating expenditures in the general governmental and enterprise funds, or \$4.9 million. This leaves the Town with a surplus of \$5.6 million, which staff does not recommend spending.

- Discussed TPT revenues which have not quite hit projections. Therefore, staff is projecting a lower revenue for this fiscal year.

Cyndi Thomas, Community Service Director, presented the following:

- Requests included Community Center Park improvements (pickleball courts and detention pond expansion) and construction of the Peavine South Connection.
- Briefly discussed the history of the Peavine South Connection and the roadblocks that the Town and City of Prescott have faced in getting the project completed. A grant has been submitted for construction and connectivity to Prescott.

Laurie Lineberry, Development Services Director, presented the following:

- The department's only request was for personnel reclassification. This would help to retain employees, create a career ladder, and streamline decision-making in the Code Enforcement department.

Laura Kyriakakis, HR Director, presented the following:

- Requests included personnel requests such as COLA and Merit raises, a police market adjustment, and position freezes.
- One-time operating cost requests included Yavapai Combined Trust reserve plan and a compensation and classification study.
 - The compensation & classification study should be performed every three to seven years. The Town conducts an internal, informal study and can stretch them out a little more.

Spencer Guest, IT Manager, presented the following:

- Requests included software contracts, computer imaging solutions, Cloud backup storage, and intrusion detection services.
 - Costs of software and support have gone up, as well as the need for email filtering software.

Katie Pehl, Finance Director, presented the following:

- Discussed non-departmental requests including legal services, YPLAN contribution, YRT Contribution, and PSPRS Unfunded Liability Payment.
 - Previous years' YPLAN contribution was about \$1,000 per year. They were now asking for just under \$77,000. Vincent Gallegos would be coming back to present and Council and staff could give comments.

Josh McIntire, Chief of Police, presented the following:

- Personnel requests included position reclassification and new positions (however, none of the new position requests were being recommended by staff).
 - Gave a list of statistics on police activity demonstrating the need for more traffic enforcement.

- Operating requests included YCSO Dispatch contract, cadet program, records request public portal, rifle replacement, and replacement vehicles.

Meeting recessed at 6:44 p.m.

Meeting resumed at 6:55 p.m.

Steven Sullivan, Town Engineer, presented the following:

Public Works

- Personnel requests included one reclassification and two new positions. None were recommended.
- Operating requests included a grant match for project design.
- Minor capital requests included epoxy for the aquatics' locker room floor, utility cart, mower.
- Major capital requests included town hall roof, parks maintenance building design, and field 4 and playground lighting.

Streets

- Minor capital requests included welding and service conversion and a commercial mower.
- Major capital requests included street improvements and street's building parking lot.

Water

- Operating requests included regional water facilitation.
- One-time operating requests included utility risk/vulnerability assessment.
- Minor capital requests included a surge protection program.

Wastewater

- Minor capital request was for a vactor truck. However, this will likely come off as staff may have found funding for a vactor truck to purchase this fiscal year.

Erin Deskins, Town Clerk, presented the following:

- Requesting one-time operating costs for General Election Expenses due to the referendum and talks of recalls.

Maggie Holmberg, Economic Development Manager, presented the following:

- Requesting an Economic Development Analytics Platform to help attract retail using database decision-making. This is a platform that could be used across various departments.

Katie Pehl, Finance Director, presented the following:

- Provided an in-depth spreadsheet of personnel, operating, one-time operating, minor capital, and major capital requests for Council to discuss if they have any changes they would like made.

- Gave an overview of the next steps in the budget process with final budget approval scheduled for June 23, 2026.

Council and staff discussed the following:

- Councilmember McCafferty clarified the Town's debt, stating that yearly debt payments are going from \$2.2 million to nearly \$2.6 million, but it would go down by \$100,000 next fiscal year and \$250,000 the next year.
 - Staff stated that was correct, as there will be some debt services falling off the books.
- Discussion ensued regarding the Wastewater Fund and revenues improving as a result of rate increases, but expenditures increasing due to necessary improvements. Because of that the rate model that was used is not holding.
 - This topic led to discussion of the needed PFAS treatment facility and changes in those plans as ADEQ may no longer be funding 100% of the project as previously assured.
 - Staff stated that due to the nature of the project being PFAS related, there is greater opportunity for up to 90% forgivable loans.
- Councilmember McCafferty stated that the Town's revenues are going down year over year, but expenses are going up.
- Councilmember Switzer inquired how confident staff was that they had someone to fill the reclassified Code Enforcement position.
 - Staff stated they are very confident.
 - Councilmember McCafferty clarified that the reclassification would be a continual cost.
 - Staff stated that was correct.
 - Councilmember Holt had concerns with an enforcement agency having one supervisor and one employee.
 - Staff stated that after the last conversation on the matter, they went back and revised it from a supervisor position to a lead position so that they have authority to make decisions in the field.
- Discussion ensued regarding personnel procedures for those who are not meeting standards to receive a merit increase, typically coaching, counseling, discipline, performance improvement plans, etc. Employees that continue to not meet standards then go through a different process.
 - Councilmember Holt inquired how many people do not get merit increases.
 - Staff stated very few do not get merit increases because staff tries to deal with such issues proactively, but there have been a few over the years.
 - This discussion led to a conversation regarding the procedures for employees who receive multiple complaints from people outside the organization.
- Councilmember McCafferty inquired about the history of the Plans Examiner position and if the Town should just eliminate the position rather than freezing it.
 - Staff stated that the previous Plans Examiner retired a few years ago and helps on a 1099 basis during high volume times. If staff needed to add that position mid-year, it would be difficult. Freezing would allow staff to come ask Council to unfreeze the funding rather than add a position.
- Councilmember McCafferty inquired what effect the frozen position would have on public safety operations.

- Staff stated that they were staying afloat and were more concerned with keeping the officers they have now. Other local agencies were looking to increase their rates by up to 11%. Further discussed current PD staffing and scheduling.
- Councilmember McCafferty inquired what effect the frozen streets position would have.
 - Staff stated the position hadn't been filled for a while and current operations would not be impacted.
 - Councilmember Holt expressed concern that freezing positions would result in those positions being eliminated permanently, and he didn't want to lose positions, especially public safety positions.
- Councilmember McCafferty inquired if waiting another year to let advances in network intrusion detection get better would be detrimental.
 - Staff stated that they wanted to explore what other options might be available because there are some industry standards that can be implemented by the Town via federal level organizations without incurring additional costs.
 - Council inquired if staff could get that done before the budget is passed.
 - Staff stated they could put in a placeholder amount, or put it under the Town Manager's authorization due to the amount, or it could come to Council as a contingency item.
- Discussion ensued regarding YPLAN and their increased contribution request.
 - Staff stated that when the organization went from CYMPO to YPLAN they took over YavaLine Transit from Prescott Valley, which changed their budget significantly. Last year, Chino Valley received grants from YPLAN which were greater than the contribution would be.
 - Council pointed out that YavaLine does not serve Chino Valley. Council questioned whether the Town was benefiting from that amount and discussed potential changes to the IGA and asked staff for what they feel is a fair and equitable contribution.
- Council pointed out that they never received financial documentation from YRT as was requested for last year's funding.
 - Discussion ensued regarding the viability of YRT and if YPLAN would use their requested \$77,000 to help YRT.
- Councilmember Holt inquired if an Accreditation Manager could also take on tasks as an Emergency Operations Manager.
 - Staff stated they looked at that and it depends on the progress they can make over the next few years to get Emergency Management to a place where it is a little more self-sustaining.
- Councilmember Holt stated that it would have been beneficial to combine jobs such as the epoxy on the aquatics floor when they did the pool deck.
 - Staff stated they were different products, but agreed that they did not have good plans in place in the past. These are conversations that are being had with facilities to be more proactive than reactive.
- Councilmember McCafferty discussed the option of privatizing the pool due to the loss of the operating cost.
 - Staff stated that the community has stated that they don't care how much it costs, they want the pool.
 - Further discussed the challenges of privatizing community pools.
- Mayor Armstrong inquired if staff had a finalization date on the integrated water master plan.
 - Staff stated they have put it on hold until the new public works director comes in.

- Councilmember Holt inquired if the Town had employees capable of operating a vector truck.
 - Staff stated they have three utilities staff who are already trained to operate the vehicle.
- Councilmember Holt inquired when the referendum would be on the ballot.
 - Staff stated it would be on the November ballot.
- Discussion ensued regarding the pros and cons of freezing positions.
- Council discussed the Town's lack of revenue to fund any extra capital improvements such as fire suppression along Highway 89, even as a loan.
 - Staff stated they have met since the last discussion on economic development and are working on putting together some plans for Council to consider.
- Council wanted to see IT's request for Trend Micro Intrusion Detection Services be given a placeholder in case staff found a solution for that item.
- Councilmember McCafferty asked for clarification of the Community Center Park improvements that it would be Phase 1B of the plan that the Parks & Recreation Advisory Board put out.
 - Staff stated that was correct.
 - Staff further stated that this year's improvements may not be completed by the end of the fiscal year, but they will be rolled over to next year.
- Councilmember Switzer inquired about a metal roof for Town Hall.
 - Staff stated they could get quotes for different materials.
- Discussion ensued regarding the playground and field 4 lighting and constraints around the project which make it so expensive.
 - Councilmember Holt stated that those who use the fields should be helping to find some funding for that project as well.
- Council thanked staff for their work on the budget.

3. ADJOURNMENT

Mayor Armstrong adjourned the meeting at 7:28 p.m.

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 Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 13th day of April, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 4/28/2026
CONTACT PERSON: Will Dingee, Assistant Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action on Ordinance No. 2026-966 (ZC-2026-02) to rezone two parcels totaling approximately 3.06 acres from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation.

SUMMARY:

This is a request by Permit Pushers, on behalf of CHM Homes, Inc., for a rezone of two parcels totaling approximately 3.06 acres of land from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation. The properties are located at 3280 N State Route 89, Chino Valley, Arizona. Kindly refer to the detailed project information provided to the Planning and Zoning Commission on April 7, 2026, included in Attachment 3 — "Planning and Zoning Staff Report."

PREVIOUS ACTION:

On April 7, 2026 the Planning and Zoning Commission forwarded a recommendation of APROVAL for ZC-2026-02. For a detailed record of the discussion and staff analysis, please refer to the attached meeting minutes (Attachment 2) and staff report (Attachment 3).

STAFF RECOMMENDATION:

(i) Hold public hearing. (ii) Approve Ordinance No. 2026-966 for a rezone of two parcels totaling approximately 3.06 acres from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	ORD 2026-966 - ZC-2026-02
2.	Attachment 2 - P&Z Meeting Minutes ZC-2026-02
3.	Attachment 3 - ZC-2026-02 - P&Z Staff Report

When recorded, return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2026-966

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 3.06 ACRES OF REAL PROPERTY LOCATED AT 3280 N STATE ROUTE 89, CHINO VALLEY, ARIZONA, FROM COMMERCIAL LIGHT TO COMMERCIAL HEAVY.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for approximately 3.06 acres of real property (Yavapai County Assessor Parcel Nos. 306-04-002A and 306-04-002K) located at 3280 N State Route 89, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Commercial Light ("CL") to Commercial Heavy ("CH") (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Make it Chino! 2040 General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the "UDO"); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held, in accordance with applicable state and local laws; and

WHEREAS, the Town's Planning and Zoning Commission recommended approval of the Zoning Map Amendment (ZC-2026-02); and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, in accordance with A.R.S. § 9-462.01, the Town Council has considered a housing impact statement that includes the information required by A.R.S. § 9-462.01(J)(1)-(3).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 3.06 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from CL to CH, subject to the requirements of the Chino Valley Town Code ("Town Code"), the UDO, and the following stipulations:

1. The property owner shall comply with all conditions, codes, rules, fees, and regulations applicable to this action.
2. The property owner signed a Waiver of Claims form, which was recorded with the Yavapai County Recorder's Office prior to the public hearing and the Town Council's final decision on this item.
3. The rezone of the property from CL to CH is contingent upon the adequate recordation of the parcel combination/lot line consolidation and any required right-of-way dedication within one year of rezone approval.
4. The property owner shall make the necessary site improvements and submit plans for landscaping, fencing, lighting, and signage for Site Plan review and approval by the Development Services Department.
5. The sales office shall ultimately be site-built (per SR 89 corridor policy). The modular office is approved only as a temporary measure; final building plans must reflect site-built construction.
6. Per UDO §4.22.4(B)(2), for new construction and conversion of a residence to a commercial use, all required parking and loading spaces, maneuvering areas, driveways, and fire lanes shall be paved with asphaltic concrete over an A.B. base, concrete, or masonry to a thickness and structure that will support the type and intensity of vehicular traffic generated by the proposed use. As the requirements may vary, the paving cross-section will require approval by the Town Engineer. The Town Engineer may also approve alternative surfacing, such as "chip seal."
7. Per UDO § 4.22.2(A), for all uses except single-family residential uses, vehicular parking for a standard vehicle shall be in the form of a rectangle not less than 10 feet by 20 feet, excluding driveways or aisles, with access to a public thoroughfare. Drive aisles/backup areas shall be a minimum of 24 feet. All such spaces shall be connected with a public or private street by an improved driveway not less than 20 feet in length.
8. Per UDO § 4.22.8 (M), handicapped parking space(s) must measure 11 feet wide by 20 feet long, with a five-foot aisle.
9. The Town of Chino Valley Area Drainage Master Plan indicates potential flooding on the east side of the property.
10. The property owner shall provide grading plans and a drainage report by an Arizona-registered civil engineer in accordance with Town Code and all other applicable rules and regulations. The project shall detain to historic rates and discharge at the same location. Off-site flows on-site need to be accommodated.

SECTION 3. Per A.R.S. § 9-462.01(E), if the property owner does not produce evidence of compliance with the above stipulations, the Town Council may take legislative action to revert the properties' zoning to the prior zoning classification, CL.

SECTION 4 The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property.

SECTION 5. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 28th day of April 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 Ordinance No. 2026-966 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on April 28, 2026, and that quorum was present, and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2026-966

[Property Description]

PARCEL NO. I:

All that portion of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at a point recovered in the Westerly right of way of U.S. HIGHWAY 89, from whence the Southeast corner of said Section 3 bears East 1334.81 feet and South 1144.15 feet;

Thence North 05 degrees 58 minutes 17 seconds East, distance 311.53 feet along said right of way to the TRUE POINT OF BEGINNING;

Thence continuing North 05 degrees 58 minutes 17 seconds East, distant 290.40 feet along said right of way;

Thence North 84 degrees 01 minutes 43 seconds West, distant 300.00 feet;

Thence South 05 degrees 58 minutes 17 seconds West, distant 290.40 feet;

Thence South 84 degrees 01 minutes 43 seconds East, a distance of 300.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. II:

All that portion of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at a 1/2" rebar recovered in the Westerly right of way of U.S. HIGHWAY 89, from which the Southeast corner of said Section 3, a 1" pipe recovered buried in the centerline of Road 4 North and Road 1 East, lies East, 1334.81 feet and South 1144.15 feet;

Thence North 05 degrees 58 minutes 17 seconds East (basis of bearing), a distant 35.45 feet along said right of way to the TRUE POINT OF BEGINNING;

Thence North 05 degrees 58 minutes 17 seconds, East, a distant 276.10 feet along said right of way;

Thence North 84 degrees, 01 minutes 43 seconds, West, a distant 299.36 feet;

Thence South 05 degrees 57 minutes 04 seconds West, distant 306.04 feet;

Thence South 89 degrees 49 minutes 32 seconds East, distant 300.74 feet to the TRUE POINT OF BEGINNING;

EXCEPTING therefrom the following described property:

All that portion of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a 1/2 inch rebar recovered in the Westerly right of way of U.S. HIGHWAY 89 from which the Southeast corner of said Section 3, a 1 inch pipe recovered buried in the centerline of Road 4 North and Road 1 East, lies East 1334.81 feet and South 1144.15 feet;

Thence North 95 degrees 58 minutes 17 seconds East (basis of bearing) a distant 35.45 feet along said right of way to the TRUE POINT OF BEGINNING;

Thence North 05 degrees 58 minutes 17 seconds East, a distant 138.05 feet along said right of way;

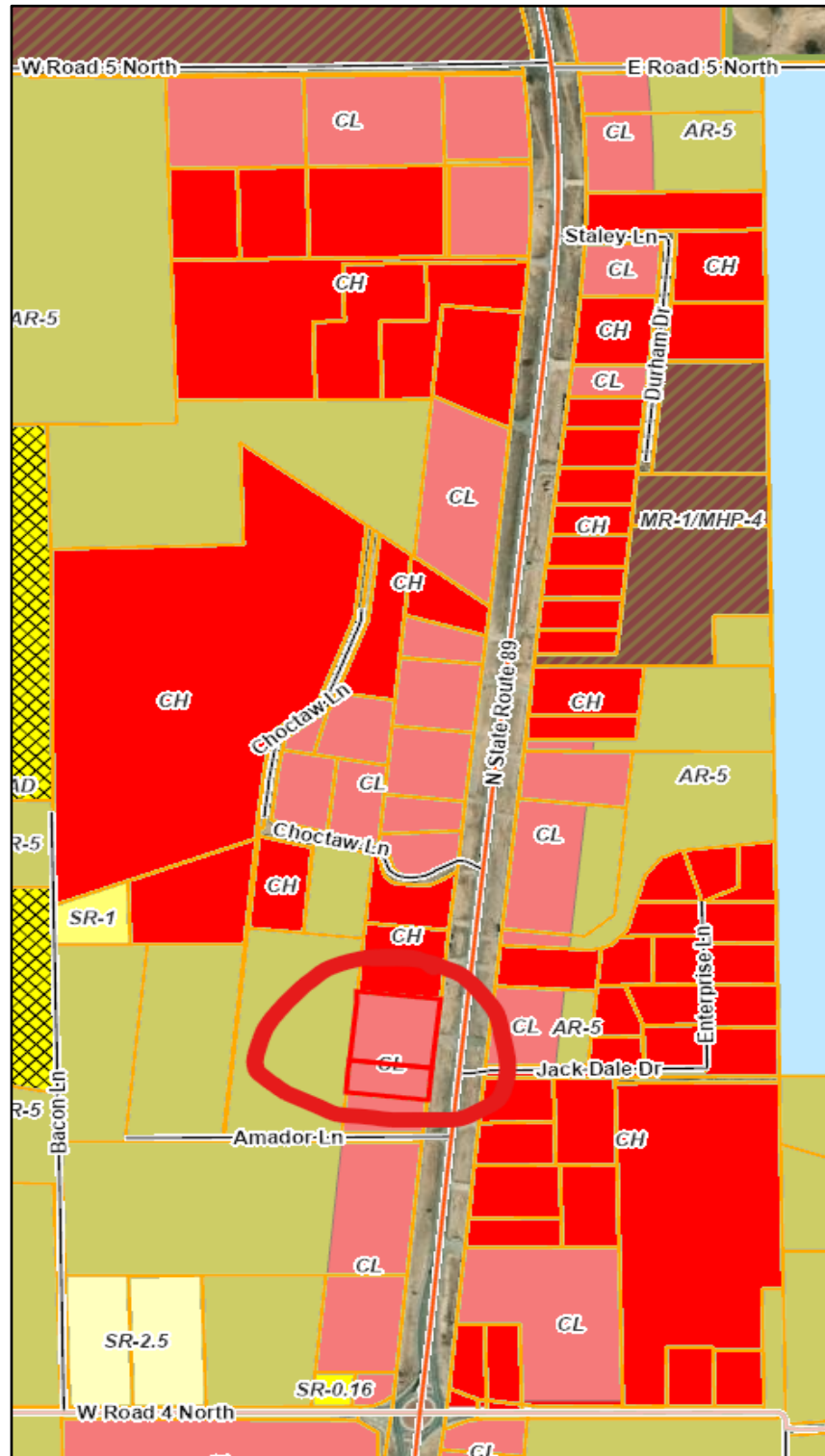
Thence West to a point of the West line that lies North 05 degrees 57 minutes 04 seconds West, 153.02 feet from the Southwest corner of the herein described parcel;

Thence South 05 degrees 57 minutes 04 seconds West 153.02 feet to the Southwest corner;

Thence South 89 degrees 44 minutes 32 seconds East, a distant 300.74 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE 2026-966

[Zoning Map]



PUBLIC HEARING #D.1 - ZC-2026-02 – This is a request by Permit Pushers, on behalf of CHM Homes, Inc., for a rezone of two parcels totaling approximately 3.06 acres of land from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation. The properties are located at 3280 N State Route 89, Chino Valley, Arizona.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. There were none.

Jessica Barragan, Senior Planner, presented the staff report and showed a slide of the site plan and vicinity. She stated that the applicant had been operating a manufactured home sales and storage business on the two parcels and wanted to consolidate the parcels and make some site improvements. She shared a map of the zoning and explained the requested CH rezone was compatible with the Town's 2040 General Plan. This change would eliminate the need for the applicant to renew their Conditional Use Permit (CUP), which had expired. She showed the concept site plan and stated that it would go through a site plan review once the rezone was approved. **Barragan** shared that a Neighborhood Meeting was held on March 5, 2026, no neighbors attended, and staff received no opposition to the project. She stated that the applicant was in attendance, had nothing further to add, and declined to speak. Staff recommended holding a public hearing and that the Commission forward a recommendation of approval to the Town Council.

Merritt asked the Commission if they had any questions for staff. There were none.

Merritt asked the Commission if they had any questions for the applicant. There were none.

Merritt opened the meeting for public comments. There were no comments from the public.

Merritt closed the public portion of the meeting.

Motion was made by Pasciak, seconded by Meadors, to approve ZC-2026-02, as presented, subject to the staff report, and information provided during the hearing, and the conditions of approval in Attachment A. A roll-call vote was taken and the motion passed with a 7-0 vote.



TOWN OF CHINO VALLEY
Planning Commission Staff Report
April 7, 2026
File Number ZC-2026-02
Rezone

PROJECT DESCRIPTION

This is a request by Permit Pushers, on behalf of CHM Homes, Inc., for a rezone of two parcels totaling approximately 3.06 acres of land from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation. The properties are located at 3280 N State Route 89, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL" – Commercial Light	Mobile Home Sales	LI – Light Industrial
North	"CH" – Commercial Heavy	Drill Tech	LI – Light Industrial
South	"CL" – Commercial Light	Church	LI – Light Industrial
East	"CL" – Commercial Light	Auto Repair	LI – Light Industrial
West	"AR-5" - Agricultural/Residential	Vacant	LI – Light Industrial

LOCATION MAP



PRIOR SITE ACTIONS: Ordinance No. 349 (1998) – granted for mobile home sales/storage in former C-1 district (max 25 units; expired 2003).

STAFF RECOMMENDATION: Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Oakwood Homes Rezone (ZC-2026-02) with Conditions of Approval found in Attachment A.

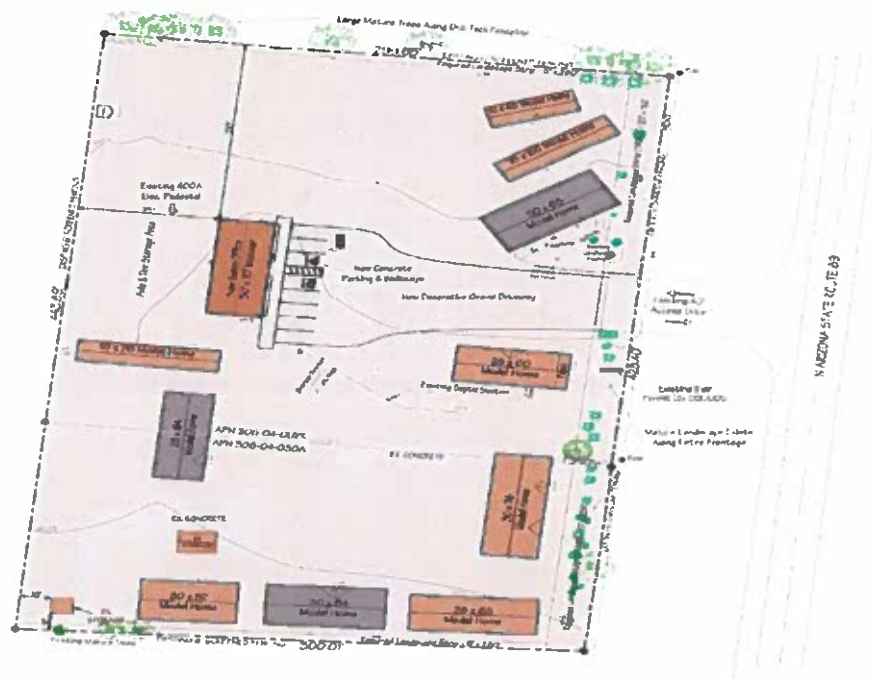
SUGGESTED MOTION: Move to **APPROVE** Zone Change ZC-2026-02 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL: By approving this Zone Change, the Planning and Zoning Commission is recommending approval to Town Council for the Oakwood Homes Rezone, located at the 3280 N State Route 89, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the General Plan.

Staff Analysis:

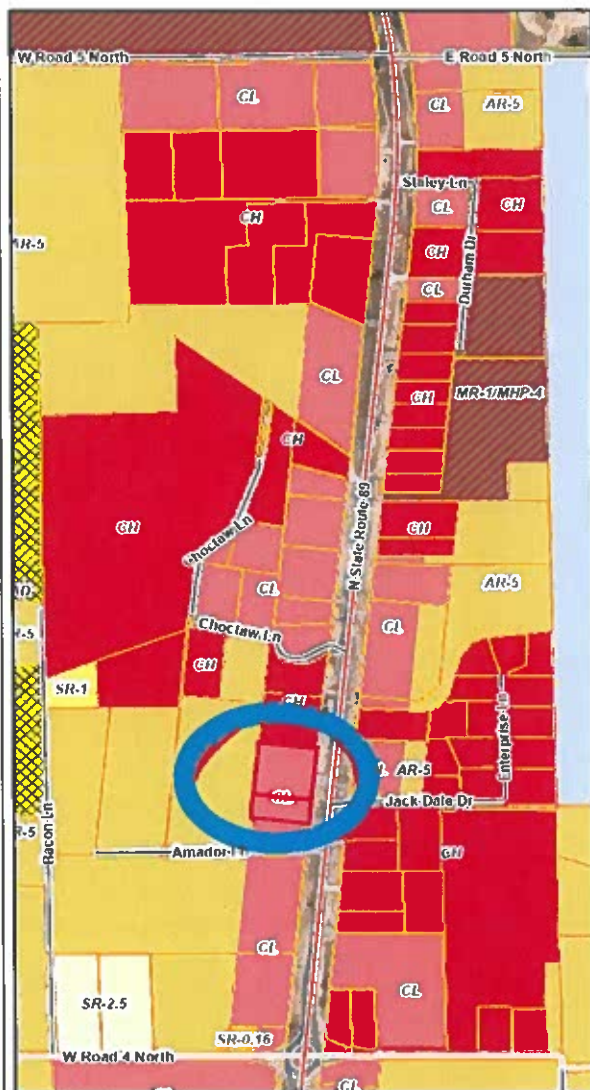
The applicant seeks to rezone the combined 3.06-acre site to align zoning with its long-established manufactured and modular home retail sales and storage use and to enable planned site upgrades (the 30'x70' modular sales office is to be replaced with site-built office, per the applicants concept rendering) striped parking, UDO-compliant landscaping strips, fully-screened trash enclosure with solid gate, decorative gravel driveway, and concrete walkways/parking). No new signage or outdoor lighting is proposed currently and there is existing water and septic systems to remain unchanged.

Proposed Site Layout Submitted by The Applicant at Point of Submittal



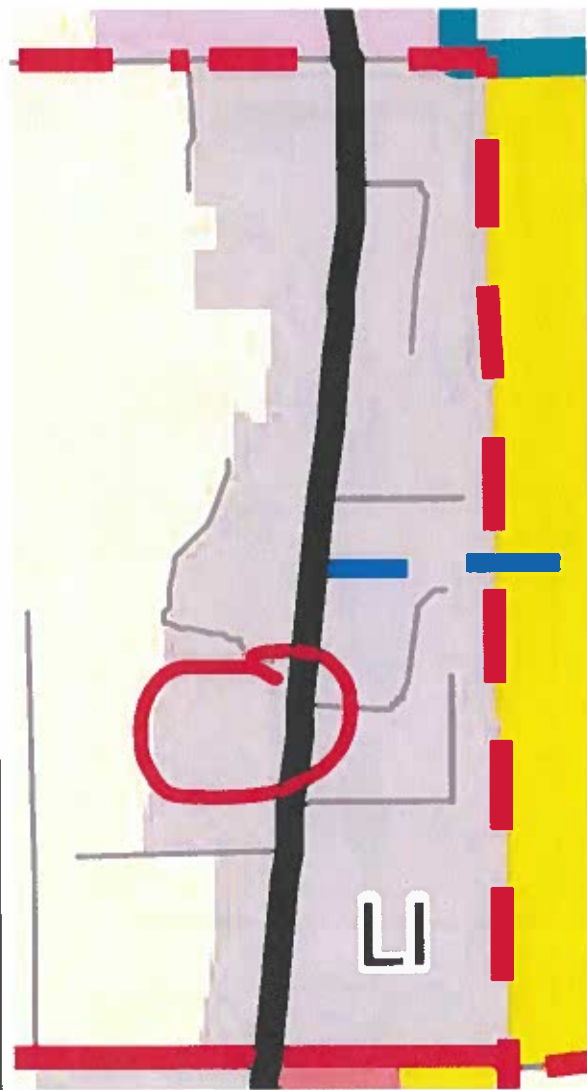
Zoning

The Current zoning is CL. Rezoning to CH allows the use by right, eliminating reliance on the expired 1998 CUP (Ordinance No. 349) and bringing the property into full compliance with the Unified Development Ordinance upon lot combination and site improvements. The proposed CH zoning is compatible with surrounding uses and the General Plan's Light Industrial designation.



General Plan

The 2040 General Plan designates the site Light Industrial (LI). The CH district aligns with the intent of the LI land use designation, which allows outdoor sales and storage of large goods for that is already being conducted by this business. The rezoning also supports Economic Development Goal ED-6 (SR 89 Corridor enhancement) through planned site improvements. Staff therefore finds the request consistent with the General Plan.



PUBLIC COMMENTS RECEIVED: None

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING See Attachment C
COMMENTS:

PROPOSED CONDITIONS DELIVERED (3/23/26)
TO APPLICANT ON:

☒	Applicant agreed with all of the conditions of approval on (3/23/26)
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research

PREPARED BY:

JESSICA BARRAGAN – SENIOR PLANNER
JBARRAGAN@CHINOAZ.NET
928-636-9472

DATE:

3/23/2026

APPROVED BY:



LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The Applicant shall comply with all conditions listed below, along with all applicable State, County, and Town codes, rules, fees, and regulations that are applicable to this action.
2. The Applicant shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision of this item by the Town Council.

Planning: Jessica Barragan, Senior Planner, 928-636-3473

3. The applicant shall agree that the rezone classification to Commercial Heavy (CH) is contingent upon the adequate recordation of the parcel combination/lot line consolidation and any required right-of-way dedication within one year of rezone approval. If evidence of compliance is not provided, the Town Council may revert the zoning per A.R.S. §9-462.01(E).
4. The applicant shall make the necessary site improvements and shall submit landscaping, fencing, lighting, and signage plans for Site Plan review and approval by the Development Services Department.
5. The sales office shall ultimately be site-built (per SR 89 corridor policy). The modular office is approved only as temporary, final building plans must reflect site-built construction.

Public Works/Engineering: Stephen Sullivan, Town Engineer, 928-636-3402

6. UDO §4.22.4(B)(2): New construction and conversion of a residence to a commercial use: subject to the provisions contained in this subsection B., all required parking and loading spaces, maneuvering areas, driveways, and fire lanes shall be paved with asphaltic concrete over an A.B. base, concrete or masonry to a thickness and structure that will support the type and intensity of vehicular traffic generated by the proposed use. As the requirements may vary the paving cross section will require approval by the Town Engineer. The Town Engineer may also approve alternative surfacing such as "chip seal".
7. UDO § 4.22.2(A) For all uses except single-family residential uses, vehicular parking for a standard vehicle shall be in the form of a rectangle not less than ten (10) feet by twenty (20) feet, excluding driveways or aisles, with access to a public thoroughfare. Drive aisles/backup areas shall be a minimum of twenty-four (24) feet. All such spaces shall be connected with a public or private street by an improved driveway not less than twenty (20) feet in length.
8. UDO § 4.22.8 (M) Handicapped Parking Space(s) dimensions: 11' x 20' with a 5' aisle.
9. The Town of Chino Valley Area Drainage Master Plan shows the potential for flooding on the east side of the property.
10. The applicant shall provide grading plans and a drainage report by an Arizona Registered Civil Engineer in accordance with Town code and all other applicable rules and regulations. The project shall detain to historic rates and discharge at the same location. Off-site flows on-site need to be accommodated.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	3/11/2026	NAME:	RICHARD PEREZ	TITLE:	NORTHWEST DISTRICT PERMITS SUPERVISOR
AGENCY:	ADOT – ARIZONA DEPARTMENT OF TRANSPORTATION			EMAIL	NORTHWESTPERMIT@AZDOT.GOV

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: MARCH 5, 2026

LOCATION: 3280 N STATE ROUTE 89

ATTENDEES:

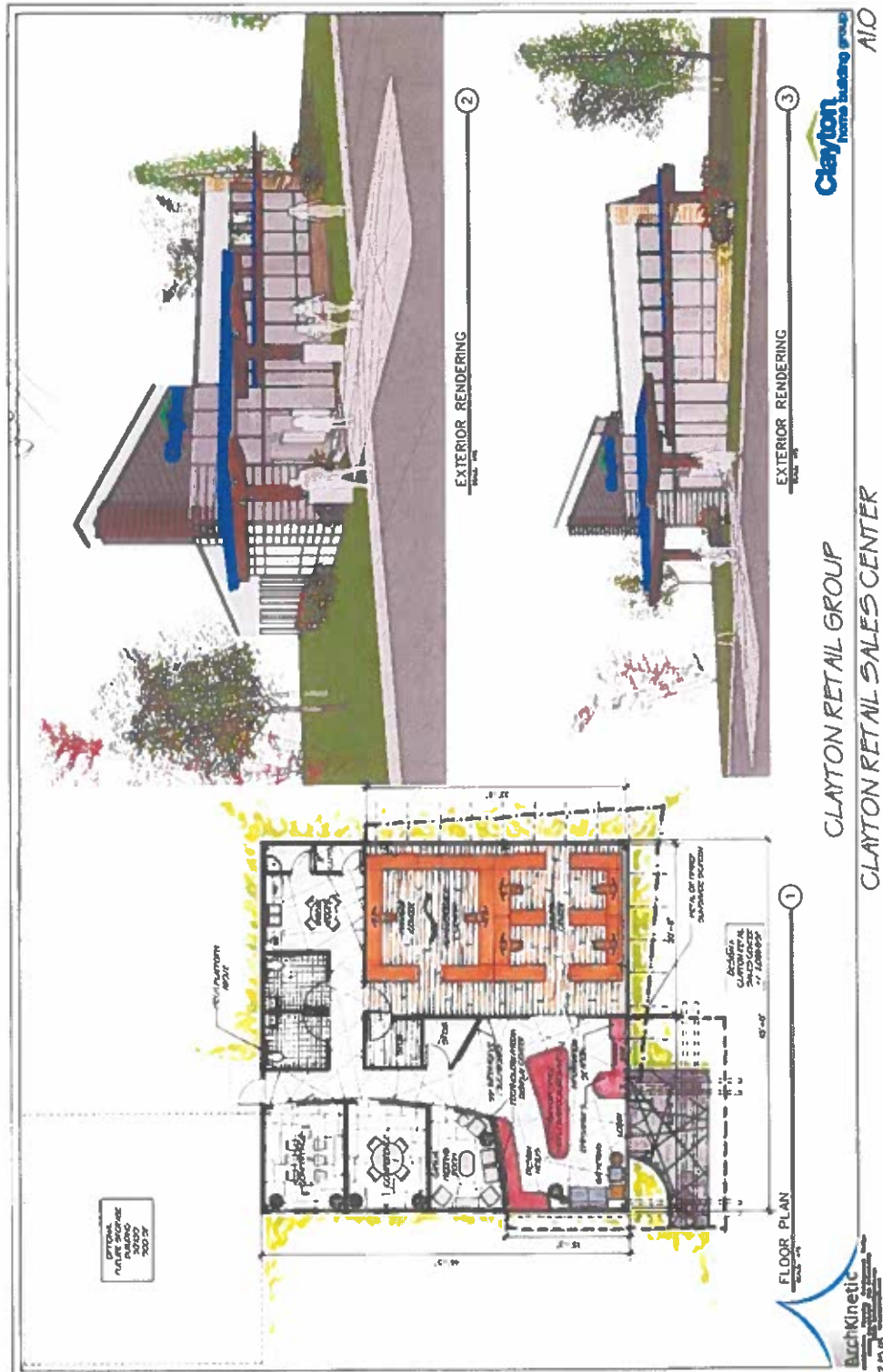
- PROPERTY TENANTS/(OAKWOOD HOMES REPS): JOSEPH ROE (OPERATIONS MANAGER) AND STEPHANIE COOK (SALES PROCESSOR)
- TOWN STAFF: JESSICA BARRAGAN (SENIOR PLANNER)
- NUMBER NEIGHBORS IN ATTENDANCE – 0 ATTENDEES –

SUMMARY OF MEETING OUTCOMES AND ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

This neighborhood meeting was held on-site March 5, 2026, 1:00 p.m. No members of the public attended. Staff met with Mr. Roe and Ms. Cook on site. They shared the newly proposed site-built sales office design concept. No phone calls or correspondence regarding the request were received.

ATTACHMENT D
SITE PLAN AND EXHIBITS

CONCEPT ELEVATION RENDERING (FUTURE SITE BUILT SALES OFFICE DESIGN):



ATTACHMENT D
SITE PLAN AND EXHIBITS

Copy of Ordinance 349, expired (for reference only):

ORDINANCE NO. 349

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, REGARDING THE GRANTING OF A CONDITIONAL USE PERMIT FOR APN 306-04-002K AND 306-04-030A TO PERMIT THE STORAGE AND SALES OF MOBILE HOMES IN THE C-1 (COMMERCIAL) DISTRICT AS PROVIDED FOR IN SECTION 508.C.7 IN THE TOWN OF CHINO VALLEY ZONING CODE.

WHEREAS, all requirements for notice and public hearing before the Planning & Zoning Commission have been met; and

WHEREAS, the Planning & Zoning Commission voted unanimously to recommend approval of this Conditional Use Permit on December 18, 1997;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:

SECTION 1: A Conditional Use permit is hereby granted to Assessor's Parcel No. 306-04-002K and 306-04-030A to permit the storage and sales of mobile homes in the C-1 (Commercial) District with the following conditions:

1. Units on the site not to exceed 25.
2. Any used units taken in on trade may be stored on the lot for a maximum of 90 days and shall be included in the total number of units allowed on the site.
3. Applicant to comply with all building, zoning and fire codes applicable to this use.
4. Applicant shall meet all requirements of ADOT pertaining to Highway 89 access.
5. Lot surfacing shall be of dust free material as per Section 404.3.C of the Town of Chino Valley Zoning Code.
6. Applicant shall initiate renewal in five (5) years.

Section 2: That if any section, subsection, sentence, clause, phrase or portion of this ordinance of any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Ordinance #349
Page 2

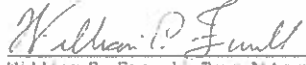
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 13th day of January, 1998.


Kate Nelson, Mayor

ATTEST:


Delores Sliger, Town Clerk

APPROVED AS TO FORM:


William E. Farrell, Town Attorney

**ATTACHMENT E
STAFF RESEARCH**



**STAFF RESEARCH –ZC-2026-02
Oakwood Homes Rezone**

**CASE #: ZC-2026-02
CASE PLANNER: JESSICA BARRAGAN**

PROJECT NARRATIVE: This is a request by Permit Pushers, on behalf of CHM Homes, Inc., for a rezone of two parcels totaling approximately 3.06 acres of land from Commercial Light (CL) to Commercial Heavy (CH) to accommodate the continued use of an existing mobile home retail sales and storage operation. The properties are located at 3280 N State Route 89, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:	3280 N State Route 89			
Parcel Number(s):	306-04-030A & 306-04-002K			
Parcel Size(s):	133,293 sf			
Total Acreage:	3.06			
Proposed Dwelling Units:	0			
Address:	3280 N State Route 89			
Applicant:	CMH Homes, Inc.			
Applicant's Agent:	Shannon Metzger w/Permit Pushers			
Conforms to G.P. Land Use Conformity Matrix:	Yes		No	X Rezoning for conformity
Zoning Overlay	PAD	N/A		
Within ½ Mile of SR89?	Yes	X	No	If yes, Property is restricted – site-built only

	Existing Zoning	Use(s) on-site		General Plan Designation
Site	"CL" – Commercial Light	Mobile Home Sales		LI – Light Industrial
North	"CH" – Commercial Heavy	Drill Tech		LI – Light Industrial
South	"CL" – Commercial Light	Church		LI – Light Industrial
East	"CL" – Commercial Light	Auto Repair		LI – Light Industrial
West	"AR-5" - Agricultural/Residential	Vacant		LI – Light Industrial

Prior Cases or Related Actions:	PA-2025-31, Ord 349			
Type				Cases, Actions or Agreements
Pre-Annexation Agreement	Yes	No	x	
Annexation	Yes	x No		Original Town 9/21/1970
General Plan Amendment	Yes	No	x	
Development Agreement	Yes	No	x	
Rezone	Yes	x No		ZC-2026-01 (Current Request)
Subdivision	Yes	No	x	
Conditional Use Permit	Yes	x No		Ordinance 349 (CUP Expired 2003)
Pre-Application Meeting	Yes	x No		PA-2023-31,
Enforcement Actions	Yes	No	x	

**ATTACHMENT E
STAFF RESEARCH**

Land Division Status:	Yes	No	x
Irrigation District:	None		

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:					
Land Use Designation:	LI – Light Industrial				
Is Project larger than 25 AC or 50 d.u.?	L.U. Policy 2.1	n/a	PRN Policy 2.8	n/a	
Issues:	None				
Circulation Element:					
Road Classification	State Highway	Existing Row	Y	Required Row	N
Issues:	None				
Parks, Recreation, and Natural Resources Element:					
Closest Park:	Community Center Park				
Within 1 mile of the Peavine Trail?	No				
Flooding?	FEMA Flood Plain Designation	No	Town Flood Map	No	
Issues:	None				
Community Services and Facilities Element:					
Water Source:	Town	Well	x	Prescott	Private System:
Sewer:	Town	Septic	x		
Issues:	None				
Economic Development Element:					
SR-89 Corridor?	Yes	Enhancement: Goal ED-6	Yes - ED-6.2		
Old Home Manor?	No	Goal ED-2	n/a		
Issues:	None				

NOTIFICATION

- **Legal Ad Published:** (3/10/2026)
- **(500') Vicinity Mailing:** (02/17/2026)
- **Reviewing Agencies Noticed:** (02/18/2026)
- **Neighborhood Meeting:** (3/5/2026)
- **Hearing Dates:** (P&Z 04/07/2026 - TC 04/28/2026)
- **Comments Due:** (3/9/2026)

<i>External List (Comments)</i>	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Colleen Boge – APS	x	3/12/26	x		
Richard Perez - A.D.O.T.	x	3/11/26		x	x
Ralph Baker – C.V.I.D.	x	3/10/26	x		
Kevin O'Neil - CAFMA	x	3/12/26	x		
Suzanne Ehrlich – YC ENV					
Monica Kriner – YC Health					
SparkLight Cable					
LUMEN (Previously Centurylink)					

ATTACHMENT E
STAFF RESEARCH

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Unisource Gas	x	3/16/26	x		
CVUSD					
United States Postal Service					
Mark Holmes – Water Advisor	x	3/16/26	x		
Town of Chino Valley Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Jessica Barragan – Senior Planner – Development Services	x	3/16/26		x	x
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services	x	3/16/26		x	x
–Director – Public Works					
Steve Sullivan – Town Engineer – Public Works	x	3/18/26		x	x
Dan Trout – Chief Building Official – Development Services					
Glenn Dalley – Code Enforcement – Development Services					
Joshua McIntire– Chief of Police -Police	x	3/12/26	x		



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 4/28/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Resolution

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution Number 2026-1306, authorizing the submission of a grant application to, and acceptance of grant funds from, the Fort McDowell Yavapai Nation Arizona Benefits Fund for the construction of a public safety training facility restroom.

SUMMARY:

The Fort McDowell Yavapai Nation stands as a leader in giving back to Arizona communities since the establishment of its casino in the early 1990s. This willingness to share with neighbors is a central facet of Yavapai culture and is reflected in Fort McDowell's current motto, "Never give up; Always give back."

Each year, the Fort McDowell Yavapai Nation Community allocates a portion of Proposition 202 shared gaming revenues to Arizona cities, towns, and counties in support of programs and services that provide broad public benefit. Pursuant to Section 12(d) of the Arizona Tribal-State Gaming Compact as amended in 2021, tribes may donate 12 percent of their total annual contribution under Section 12(b) of the Compact to Arizona cities, towns, and counties for the provision of government services that benefit the public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development.

For the 2026 grant cycle, the Town will submit one application to build a bathroom facility at the Town-owned Police Shooting Range. Design and engineering plans were curated in 2024, making this a shovel-ready project.

Although each tribe has different processes and due dates, all tribes require a form of documented support from a local government as outlined in the tribal gaming compact. This Resolution authorizes the Town's application to the 2026 Arizona Benefits Fund Grant, and allows the Mayor to execute all necessary documents.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution Number 2026-1306, authorizing the submission of a grant application to, and acceptance of grant funds from, the Fort McDowell Yavapai Nation Arizona Benefits Fund for the construction of a public safety training facility restroom.

FISCAL IMPACT?

There is no financial impact associated with the approval of this resolution, as no match funds are required. There is sufficient budget capacity in miscellaneous grants for this project if the application is approved.

ATTACHMENTS:

1.	RES 2026-1306
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RESOLUTION NO. 2026-1306

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FORT MCDOWELL YAVAPAI NATION ARIZONA BENEFITS FUND FOR THE CONSTRUCTION OF A PUBLIC SAFETY TRAINING FACILITY RESTROOM; AUTHORIZING ALL NECESSARY ACTIONS TO COMPLETE THE APPLICATION PROCESS; AND AUTHORIZING ACCEPTANCE OF THE GRANT FUNDS.

WHEREAS, in November 2002, Arizona voters approved Proposition 202, authorizing Tribal-State Gaming Compacts and establishing a framework for the distribution of a portion of tribal gaming revenues to support public safety, community development, and other public benefit programs throughout the State of Arizona; and

WHEREAS, pursuant to Proposition 202, federally recognized tribes, including the Fort McDowell Yavapai Nation, may allocate a portion of gaming revenues through grant programs such as the Arizona Benefits Fund to support eligible projects that benefit Arizona communities; and

WHEREAS, the Town of Chino Valley owns and operates a public safety training facility and shooting range located at Old Home Manor, which supports local and regional law enforcement training activities; and

WHEREAS, the facility is heavily utilized by the Chino Valley Police Department and regional law enforcement partners, yet lacks permanent restroom infrastructure necessary to support extended training operations; and

WHEREAS, the Town desires to construct a permanent, multi-user restroom facility to improve the functionality, safety, and usability of this critical public safety asset; and

WHEREAS, the Town of Chino Valley finds that submission of a grant application to the Fort McDowell Yavapai Nation Arizona Benefits Fund for this project is in the best interest of the community;

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 Council hereby authorizes the submission of a grant application to the Fort McDowell Yavapai Nation Arizona Benefits Fund for the construction of a restroom facility at the Town's Police Shooting Range.

SECTION 3. The Town Manager and all other necessary Town officials are hereby authorized and directed to (i) execute all documents and take all steps necessary to apply for and accept grant funding from the Fort McDowell Yavapai Nation Arizona Benefits Fund for the construction of a restroom facility at the Town's Police Shooting Range, and (ii) to take all actions necessary to implement the project in accordance with applicable requirements.

SECTION 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 28th day of April 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. 2026-1306 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on April 28th, 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