



TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION
TUESDAY, APRIL 23, 2024
5:00 PM

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. **Discussion regarding Council Rules of Procedure and Code of Conduct.**
3. **ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, APRIL 23, 2024
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**
3. **CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

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

4. CURRENT EVENT SUMMARIES AND REPORTS

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current and 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 the Library Building Roofing project construction contract to Top Woofer, LLC, dba Yavapai Roofing, for \$89,380.06.
- b. Consideration and possible action to approve the March 26, 2024, executive, study session, regular, and special meeting minutes.

6. ACTION ITEMS

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

- a. Consideration and possible action to ratify the emergency execution of a \$9,770 change order from Arizona Foundation Solutions for additional costs associated with stabilizing and lifting the Aquatic Center building slab and foundation, bringing the project's total cost to \$55,770.

Recommended Action: Ratify the emergency execution of a \$9,770 change order from Arizona Foundation Solutions for additional costs associated with stabilizing and lifting the Aquatic Center building slab and foundation, bringing the project's total cost to \$55,770.

- b. Consideration and possible action to adopt the Town of Chino Valley Emergency Operations Plan.

Recommended Action: Adopt the Town of Chino Valley Emergency Operations Plan.

7. ADJOURNMENT

Dated this 16th day of April, 2024.

By: *Erin N. Deskins, Town Clerk*

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

Council meetings are live-streamed on Town of Chino Valley Facebook page.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2
MEETING DATE: 4/23/2024
CONTACT PERSON: Cindy Blackmore, Town Manager
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Discussion regarding Council Rules of Procedure and Code of Conduct.

SUMMARY:

Updates to the Council Rules of Procedure were requested by Mayor Miller. The Chino Valley Town Council Rules of Procedure are designed to describe the manner in which Council meetings should operate, as well as the manner in which Councilmembers should treat those they come into contact with while representing the Town of Chino Valley, with the ultimate goal of earning the public's trust in the ability of their elected officials to oversee the fair and effective operation of local government.

Staff's revisions included making edits, eliminations, and reorganizing the document to make it easier to read, follow, and reduce the need to reference Town Code by including Town Code language in the document itself. Staff researched Rules of Procedure / Code of Conduct documents from other Arizona municipalities, including Prescott, Prescott Valley, Cave Creek, Avondale, Tolleson, etc. From this research, staff determined what topics could be expanded upon or clarified, and what topics might be out of date.

The adoption of such a document is ultimately the decision of the Council and this Study Session serves as a means to discuss any considerations the Council may have in this matter.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

None.

ATTACHMENTS:

1.	Rules of Procedure amended 4-23-24
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CHINO VALLEY TOWN COUNCIL
RULES OF PROCEDURE
SECTION § 30.067 OF THE CHINO VALLEY TOWN CODE

This document is designed to provide information on the roles and responsibilities of the Town Council and describe the manner in which Council Members ought to treat one another, Town staff, constituents, and others they come into contact with in representing the Town of Chino Valley. Council Members should lead with honor, honesty, and respect to assure public confidence in the integrity of local government and its effective and fair operation.

SECTION 1 – GENERAL RULES

The rules of parliamentary practice contained in the most recent edition of Robert's Rules of Order shall govern the council meetings in all cases to which they are applicable, provided they are not in conflict with these rules, the laws and regulations of the Town of Chino Valley, or the Arizona Revised Statutes.

SECTION 2 – CODE OF ETHICS

Council members occupy positions of public trust. Council members shall strictly adhere to both the spirit and the letter of the laws of the Town of Chino Valley Town Code – Code of Ethics.

§ 35.02 RESPONSIBILITIES OF PUBLIC OFFICE.

- (A) By oath of office each representative is responsible to uphold the Constitution of the United States, the Constitution of the State of Arizona and the ordinances and regulations of the town. The public official shall perform his obligations in a manner that is impartial and responsible to all people.
- (B) The public official shall not use his position for personal or monetary gain.
- (C) The public official shall not disclose confidential information concerning the property, government or affairs of the town without proper legal authorization.

§ 35.04 CONDUCT IN PUBLIC OFFICE.

- (A) The public official shall not discuss or divulge confidential information acquired by him or her in the course of his or her official duties nor shall he or she use this information for his or her own personal interest or aggrandizement.
- (B) The public official shall respect the rights, privileges and opinions of his or her fellow officials, staff and the public at large. Council members shall exhibit respect for the public, other governmental units and agencies, and the professional and ethical conduct of the town manager and staff. Propriety dictates that the public official be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

In bringing honor to the title and in recognition of the weighty respect due the role of Public Official, those elected to public office shall:

- 1) Lead by example.
- 2) Demonstrate civil and courteous conduct at all times.
- 3) Seek and speak the truth.
- 4) Respect all people.
- 5) Accept respectful dissent as a civic right.

(C) In his or her dealings with town employees, the public official shall maintain professional conduct with respect to the employee's work assignments and obligations, and shall refrain from directly influencing the professional management of the town's administration by any means other than direct communication with the Town Manager. The office of the public official shall in no situation be used to wrongfully obtain information or administrative outcomes either by intimidation or by deliberately violating the privacy of an employee's work station.

(D) All public officials SHALL COMPLY WITH this Code of Ethics.

SECTION 3 – MAYOR / MANAGER FORM OF GOVERNMENT

Council Members shall respect and adhere to the Mayor / Manager structure of Chino Valley town government. In this structure, the Town Council determines the policies of the Town with the advice, information, and analysis provided by the public, boards, committees, commission, and Town staff. Council Members, therefore, shall not interfere with the administrative functions of the Town or the professional duties of Town staff; nor shall they impair the ability of staff to implement Council policy decisions.

CONTACT WITH STAFF

- (A) All Town staff should be treated as professionals and with respect. Inappropriate behavior towards staff is not acceptable.
- (B) As Town staff is accountable to their supervisors, questions of Town staff and/or requests for additional background information should be directed only to the Town Manager.
- (C) No Council Member shall give orders or instructions to any subordinate of the Town Manager without the consent of the Town Manager.
- (D) Council Members should never criticize or express concerns about the performance of an individual employee in public, to the employee directly, or to the employee's manager.
- (E) Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

(F) Administrative support will be provided to all Council Members and requests for additional staff support should be made to the Town Manager who is responsible for allocating Town resources.

(G) Council Members should not solicit any type of political support from Town staff.

SECTION 4 – OVERVIEW OF ROLES AND RESPONSIBILITIES

MAYOR - § 30.023 POWERS & DUTIES

- (A) Acts as the chief executive officer of the town.
- (B) Chairs Council meetings.
- (C) Enforces the provisions of the Town Code.
- (D) Executes documents on behalf of the Town of Chino Valley.
- (E) Makes recommendations and suggestions to the Council.
- (F) May declare local emergency.
- (G) Calls for special meetings.
- (H) Recognized as spokesperson for the Town of Chino Valley.
- (I) Makes judgment calls on proclamations, agendas, etc.
- (J) Recommends subcommittees as appropriate for Council approval.
- (K) Leads the Council into an effective, cohesive working team.

VICE-MAYOR - § 30.021

- (A) Serves at the pleasure of the Council.
- (B) Performs the duties of the Mayor in the Mayor's absence.
- (C) Chair Council meetings in the absence of the Mayor.
- (D) Represents the Town at ceremonial functions at the request of the Mayor.

ALL COUNCIL MEMBERS

All members of the Town Council, including those serving as Mayor and Vice-Mayor, have equal votes. No Council Member has more authority than any other Council Member, and all should be treated with equal respect.

All Council Members should:

- (A) Fully participate in Town Council meetings and other public forums while demonstrating kindness, consideration, and courtesy to others.
- (B) Prepare in advance of Council meetings and be familiar with issues on the agenda.
- (C) Represent the Town at ceremonial functions at the request of the Mayor or at the request of the Council.
- (D) Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- (E) Serve as a model of leadership and civility to the community.
- (F) Inspire public confidence in Chino Valley government.

- (G) Demonstrate honesty and integrity in every action and statement.
- (H) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Rules of Procedure.
- (I) Provide contact information with the Town Clerk in case of an emergency or urgent situation arises while the Council Member is out of Town.

SECTION 5 – COUNCIL MEETINGS

§ 30.065 MEETINGS

The Council shall hold regular meetings, study sessions, and special meetings according to the provisions of the Town Code.

- (A) Council meetings shall be conducted in accordance with these rules unless a motion to suspend the rules is approved by a three-fourths (3/4) majority vote.
- (B) The Council may meet in Executive Session only as provided by the Arizona Revised Statutes.
- (C) Study Sessions are public meetings of the Council at which no formal vote is taken. Their primary purpose is for the exchange of information between the Council, staff, and/or designated persons and detailed discussion of specific topics.

SECTION 6 – MEETING AGENDAS AND PREPARATION

The agenda format for Council meetings shall be in accordance with the most recent format adopted by the Council for the particular meeting(s) in question. Agendas shall be prepared in accordance with the most recent rules adopted by the Council.

- (A) Items may be placed on a Council agenda by the Mayor, Town Manager, or any two Council Members. Said agenda items must be submitted in writing twenty-one (21) days before the scheduled Council meeting date.
- (B) All agenda items for a regular meeting shall be submitted to the Town Clerk twenty-one (21) days before the scheduled Council meeting date. An agenda item may be submitted after the due date if it is approved for placement on the agenda by the Mayor or the Town Manager.
- (C) Council agendas, staff memorandums, and other backup materials (agenda packets) shall be ready for distribution to Council Members and the media one week before the regularly scheduled meeting (six days before when the week prior to a meeting includes a holiday).

SECTION 7 – OPEN MEETING LAW

Council Members shall conduct the business affairs of the Council in an open and public manner consistent with the letter and spirit of the Arizona Open Meeting Laws. Council Members may not use telephone, email, text, or other forms of communication to circumvent the Arizona Open Meeting Law requirements by exchanging email or other forms of communications that

involve considerations, discussions, deliberations, or taking legal action by a quorum of the Council on matters pertaining to Town business.

Arizona Open Meeting Law prohibits discussion during a meeting on any item which is not listed on the agenda unless it is reasonably related to an item listed on the agenda. "Reasonably related" requires that reasonable members of the public would or should expect such "reasonably related items" to be discussed under the published agenda item. This ensures that members of the public will have adequate notice of the possible discussion so that they can decide whether they wish to attend the meeting in question.

The Town Attorney shall promote and enforce state laws regulating open meetings and be assertive in ensuring strict adherence to those laws.

SECTION 8 – CONDUCT OF MEETINGS

The chairperson shall decide all questions of order, subject to appeal by the Council.

The Mayor will chair official meetings of the Town Council, unless the Mayor is absent, or the Vice-Mayor or another Council Member is designated as Chair for a specific meeting.

The Chairperson shall:

- (A) Maintain order, decorum, and the fair and equitable treatment of all speakers.
- (B) Keep discussion and questions focused on specific agenda items under consideration.
- (C) Mark parliamentary rulings. Chair rulings may be overturned if a Council Member makes a motion as an individual and the majority of the Council votes to overrule the Chair.

Council Members wishing to speak shall be first recognized by the chairperson.

The chairperson shall have the authority to preserve order and decorum during meetings. Any remarks shall be addressed to the chairperson and to any or all members of the Council. No member of the staff or Council shall enter into any discussion, either directly or indirectly, without having first obtained the floor by permission of the chairperson.

SECTION 9 – MOTIONS

Items shall be discussed and voted upon using the following procedure:

- (A) The Mayor shall read the agenda item as it appears on the agenda.
- (B) Staff may present a report of the agenda item.
- (C) Council members may ask questions of staff concerning the staff report.
- (D) The Mayor may call for public discussion of the matter.
- (E) Council Members shall discuss the item among themselves as needed.
- (F) Council Members shall make and second a motion concerning the agenda item.
- (G) The Mayor shall call for a vote on the motion.

SECTION 10 – VOTING

The vote on any question shall be taken simultaneously.

- (A) A majority vote of the Council shall be a majority of the legal votes cast. Abstention from voting by a Council Member shall not constitute a legal vote.
- (B) If the chairperson is unable to accurately determine the result of the vote, he or she may request a vote by roll call to be taken by the Town Clerk. A request by any member of the Council for a vote by roll shall be honored by the chairperson.
- (C) There shall be no discussion or speaking on the subject of the vote during or after the vote is taken.

SECTION 11 – RIGHT OF APPEAL

Any Council Member may appeal from a ruling of the chairperson.

- (A) The motion to appeal must be seconded.
- (B) The maker of the appeal may briefly state his case.
- (C) There shall be no debate or discussion of the appeal.
- (D) The chairperson shall ask the question, “Shall the decision of the Chair be upheld?” A majority of “aye” votes upholds the ruling of the Chairperson.

SECTION 12 – SERGEANT AT ARMS

The Chief of Police, or other designated member of the Police Department, shall be Sergeant-at-Arms at the regular meetings of the Council and at any other meetings when requested by the chairperson or the Town Manager.

SECTION 13 – PUBLIC PARTICIPATION

- (A) General rules – It is the Council’s desire to hear public comment on regular and special meeting agenda items. Because it is important to maintain order during the meeting, members of the public are expected to observe the same rules of propriety and decorum applicable to members of the Council. Personal, impertinent, or slanderous remarks are not acceptable. Persons not conducting themselves in an acceptable manner will be warned by the chairperson. Any person persisting in such conduct will be removed by the Sergeant-at-Arms.
- (B) Call to the Public – Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or

responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

SECTION 14 – AMENDMENT

These rules may be amended at any regular or special meeting of the Council by a two-thirds (2/3) majority vote.

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 4/23/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to award the Library Building Roofing project construction contract to Top Woofer, LLC, dba Yavapai Roofing, for \$89,380.06.

SUMMARY:

The Town's Library, located at 1020 Palomino Road, is approximately 13,000 SF and has many roof leaks. The project will replace the existing shingle roofing material and install new skylights. The Public Works Department advertised for bids on March 12, 2024 and on April 3, 2024. Two (2) bids were received as follows:

Top Woofer LLC dba Yavapai Roofing Prescott, AZ	\$89,380.06
FiveOliver LLC Scottsdale, AZ	\$107,700.00

The project is anticipated to be completed prior to June 30, 2024.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Award the Library Building Roofing project construction contract to Top Woofer, LLC dba, Yavapai Roofing, for \$89,380.06.

FISCAL IMPACT?

Available budget: General Fund - Facilities (Annual Roofing)	\$95,000.00
Less this approval item: Contract - Top Woofer, LLC dba, Yavapai Roofing	<u>-89,380.06</u>
Remaining budget: General Fund - Facilities (Annual Roofing)	\$5,619.94

ATTACHMENTS:

1.	IFB - 2024-0001 - Library Roofing - w Bid Forms
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2.	Bid Results Library Roof 4-3-24
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**Town of Chino Valley
Public Works Department**

INVITATION FOR BIDS

Town of Chino Valley
Town Clerk's Office
202 N. State Route 89
Chino Valley, Arizona 86323

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title:	Library Building Roofing
Solicitation Number:	2024-0001
Release:	Tuesday, March 12, 2024
Advertisements:	Tuesday, March 12 th – Friday, March 15 th via Prescott Daily Courier (newspaper)
Non-Mandatory Prospective Bidders' Conference:	Tuesday, March 19, 2024 @ 10:00 am Public Works Conference Room 1982 Voss Drive Chino Valley, AZ 86323
Final Inquiries Due:	Friday, March 22, 2024 @ 5:00 pm
Bid Deadline:	Wednesday, April 3, 2024 @ 2:00 pm
Bid Opening:	Wednesday, April 3, 2024 @ 2:00 pm
Town Representative:	Bruce Cooper bcooper@chinoaz.net Capital Project Manager 928 636-3403

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

ATTENTION

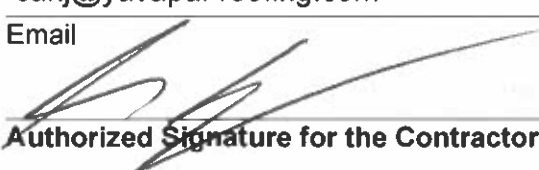
- The Town reserves the right to amend the solicitation schedule as necessary.
- All times are local to Chino Valley, Arizona.

**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

OFFER

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

Contact for Bid clarification:

<u>21541696</u> Arizona Transaction Privilege Tax License No. <u>23582655</u> Arizona Corporation Commission File No. <u>93-3549304</u> Federal Employer ID No. <u>Top Woofer LLC dba Yavapai Roofing</u> Contractor Name <u>555 E Z St</u> Address <u>Prescott</u> <u>AZ</u> <u>86301</u> City State Zip	<u>Carl Johnson</u> Name <u>928-910-1878</u> Phone Fax <u>carlj@yavapai-roofing.com</u> Email  Authorized Signature for the Contractor
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ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)		
Effective Date	Contract No.	Official File
TOWN OF CHINO VALLEY, an Arizona municipal corporation		
Jack W. Miller, Mayor		
ATTEST:		APPROVED AS TO FORM:
Erin N. Deskins, Town Clerk		Andrew J. McGuire, Town Attorney

TOWN OF CHINO VALLEY
ACKNOWLEDGMENT OF PLANS AND SPECIFICATIONS RECEIVED

INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

Bidder certifies that it has reviewed and verified the following Plans and Specifications were included as part of the IFB for Library Building Roofing, released on 03/12/2024, and that the information contained therein has been incorporated in formulating the Bidder's Offer:

- TOCV #2024-0001 – Vicinity Map, Location Map, and Quantities, dated January 16, 2024


Signed

4/3/24
Date

Gary Johnson
Name

CEO
Title

Yavapai Roofing
Company Name

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

1.8 “Contract Time” means the time period during which the Contractor must complete all of the Work related to the Project.

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

1.10 “Engineer” means the Town Engineer or authorized designee.

1.11 “Final Completion” shall be defined as set forth in Section 3.18 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Engineer and subject to modification by changes in the Work as provided in Section 3.16 below.

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

1.13 "MAG Specifications" means, collectively, the "Uniform Standard Specifications for Public Works Construction," current edition as of the date of Contract award and the "Uniform Standard Details for Public Works Construction," current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments ("MAG").

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

1.15 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.16 "Plans" means drawings relating to the Project, prepared by or on behalf of the Town, bearing the seal of the professional who is responsible for their preparation.

1.17 "Price" means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

1.18 "Procurement Administrator" means a Town employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.19 "Procurement Agent" means the Town Manager or authorized designee.

1.20 "Procurement Policy" means the Town's Procurement Policy, as amended from time to time.

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

1.22 "Punch List" means that list of items provided by Town to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

1.23 "Reference Documents" means information provided by the Town relating to the Project that must be evaluated by the Contractor and incorporated into its Bid.

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

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

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

1.27 “Substantial Completion” shall be defined as set forth in Section 3.17 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.16 below.

1.28 “Substitutions” means Contractor’s proposed changes in products, materials, equipment and methods of construction from those required by the Contract Documents.

1.29 “Substitutions for Cause” means changes proposed by Contractor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.30 “Substitutions for Convenience” means changes proposed by Contractor or Town that are not required in order to meet other Project requirements, but which may offer advantage to Contractor or Town.

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

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

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

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of replacing the roofing system of the Chino Valley Public Library, which is an approximately 13,000 square foot building located at 1020 W Palomino Rd, Chino Valley, Arizona. The Town is issuing this IFB to secure a qualified General Commercial Class B-1 or B-2, General Dual License Class KB-1 or KB-2, Specialty Commercial C-42, or Specialty Dual License CR-42 Licensed Contractor to perform the Work and provide Materials as more particularly described in the Specifications attached hereto as Exhibit A, and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans, Specifications, related construction drawings and Reference Documents, if any. Failure to do so may result in a determination that the Bid is non-responsive.

2.2 Amendment of IFB. Except as set forth in Section 3.59 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

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

A. Irregular/Non-responsive Bids. The Town will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and

Specifications, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

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

C. Required Submittal. Bidders shall provide **the entire IFB document (all pages)** that contains the following completed pages/documents to be considered a responsive Bid:

- i).
 1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
 2. Acknowledgement of Plans and Specifications, signed in ink (Page ii). (The full set of Plans and Specifications does not need to be returned with the IFB.)
 3. Price Sheet (Exhibit C or as subsequently replaced by Addendum).
 4. Licenses; DBE/WBE Status (Exhibit E).
 5. References (Exhibit F).
 6. Bid Bond (Exhibit G).
 7. Key Personnel/Subcontractor Listing (Exhibit H).
 8. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit K). (Revised Plans and Specifications attached to the Addendum do not need to be returned with the Acknowledgment.)

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid, and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids

not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

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

F. Address. All Bids shall be directed or hand-delivered to the following address: Town of Chino Valley Town Clerk's Office, 202 N. State Route 89, Chino Valley, Arizona 86323.

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

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

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

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

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

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

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

Town's website at <https://www.chinoaz.net/Bids.aspx>

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

D. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Engineer. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the Town Representative at least 10 Days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. Contractor is responsible for ensuring that all Materials contained in the Plans for the project are bid on the Price Sheet. Contractor shall bring any potential discrepancy between the Plans and the Price Sheet to the Town's attention, either at the Prospective Bidders' Conference or by written inquiry, as set forth in Subsection 2.4(A) above. If any error, omission or misstatement is found to occur, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any

misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

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

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

Bidders may submit multiple separate bids with alternate shingles and/or roofing components for the Town's consideration.

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

2.9 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Please be advised that ARIZ. REV. STAT. § 42-5075(P) applies to the Project contemplated within this Contract. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached hereto as Exhibit D. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and Town regulations. In general, where these rules conflict, the more stringent law or rule applies.

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

2.12 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance

with the Town's Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

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

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

2.15 Bidder Qualifications.

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

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

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

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

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

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant

to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

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

2.17 Bid Bond. All Bidders desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the Town in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the Town Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and this Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.18 Award of Contract.

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

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) tax-inclusive Price, including alternates selected by the Town, if any, and taxes, but excluding "as-needed" services requested by the Town and (3) Bidder qualifications to perform the Work.

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

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

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

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

3.1 Reference Standards and Reference Documents. The Contractor shall perform the Work required in conformance with MAG Specifications, which is incorporated herein by reference. The Contractor shall also perform the Work in accordance with the Reference Documents, a list of which is attached hereto as part of Exhibit A.

3.2 Plans and Specifications to Successful Contractor. The successful Contractor may obtain a digital set of Plans and Specifications for this Project from the Engineer at no cost.

3.3 Contract Time. The Contract Time for this Project shall be 30 days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.

3.4 Pre-Construction Conference. Within 30 Days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The Town will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Engineer:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed key personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term “Key Personnel” means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder’s Key Personnel must have a minimum of three years’ experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town’s representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the Town Representative. Such Key Personnel and Subcontractors shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer. Additionally, the Engineer shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Engineer’s sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the Town with sufficient documentation to prove it is commercially

impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Engineer's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal, prepared by an individual who is IMSA or ATSSA certified, outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Town for review.

3.5 Notice to Proceed. Within 45 Days of the issuance of the Notice of Award the Town may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineer, in writing, at least 72 hours before the following events:

A. Commencement. The start of construction.

B. Town Services Shut Down. Shutdown of Town water, sewer, drainage, irrigation and/or traffic control facilities.

C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time.

D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges. The Town will furnish all required water meters; provided however, that the meter provided is only for construction purposes. Any domestic water meter necessary for the Project shall be included in the Bid.

E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing Town water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) Town and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration ("OSHA") standards.

3.7 Affirmative Action Report. It is the policy of the Town that suppliers of goods or services to the Town adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Engineer highlighting its activities to comply with this Section 3.7.

3.8 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Yavapai County permits or other agency permits. The Town will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the Town without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.9 Inspection and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed this Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the Town, and is not relying on any opinions or representations of Town. Contractor agrees to perform and complete such Work in strict accordance with this Contract and under the general direction of the Town. Contractor agrees that any exclusions of any Work must be approved in writing by the Town prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and Town laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

3.10 Safety Plan. Contractor is responsible for all safety precautions and programs and shall perform the Work in accordance with a safety plan that is compliant with OSHA, American National Standards Institute and National Institute for Occupational Safety and Health standards. Contractor shall provide all protection and necessary supervision to implement said safety plan. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents.

3.11 Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the Town will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an

effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the Town.

B. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of this Contract.

C. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for Town personnel to temporarily relocate or cover said signs. The Engineer will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

D. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Chino Valley Police Department. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Chino Valley Police Department.

E. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Chino Valley officer to assist with spotting.

F. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.

G. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Engineer, in writing, 24 hours in advance of any Work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Chino Valley police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

H. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times. Where there is more than one point of access to a property, the Contractor shall not restrict more than one access at a time. Access to at least one driveway shall be maintained during non-working hours. The Contractor shall also provide for safe and adequate public pedestrian movement through and around the Project as needed. Directional business name signs shall also be required where access is impacted or limited.

I. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

3.12 Indemnification. To the fullest extent permitted by law, the Contractor 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 Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor'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.

3.13 Insurance.

A. General.

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

2. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract

or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

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

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

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

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

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

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

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

10. Evidence of Insurance. Contractor will provide to the Town within 10 business days after receipt of the executed Agreement, and prior to commencing any Work or Services under this Contract, suitable evidence of insurance in the form of certificates of

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

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

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

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

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

b. Contractor's insurance shall be primary insurance with respect to performance of this Contract.

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

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

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

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. Builder's Risk Insurance. Unless expressly waived by the Town Manager in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of

physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the Town, the Contractor, the Contractor's Subcontractors and sub-subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

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

3.14 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the Town. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the Town. In case of default the Town reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.15 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the Town. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the Town. In case of default the Town reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit J, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.16 Changes in the Work. The Town may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to this Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the Town's written approval authorizing said change, and said changes shall be performed under the applicable conditions of this Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the Town increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the Town decreases the Work resulting in a decrease in Contractor's quantity of the Work, the Town shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the Town is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.17 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Engineer shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Town shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the Town can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the Town of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the Town and Contractor. The Certificate of Substantial Completion signed by the Town and Contractor shall state the respective responsibilities of the Town and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the Town and establish the time for completion and correction of all Punch List items. If the Town and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.18 Final Completion. The Town shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the Town by the Contractor. Final Completion shall be achieved only upon the Town's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Engineer shall issue a Certificate of Final Completion to the Contractor on behalf of the Town. Following receipt of payment from the Town, the Contractor shall make all payments due to the Subcontractors.

3.19 Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the Town or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the Town an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the Town. The application shall be deemed approved and certified for payment seven Days after it is submitted unless before that time the Town prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under this Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the Town a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the Town and Contractor.

2. Within 14 Days after approval of each monthly application for payment, the Town shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the Town, (b) sufficient to pay expenses the Town reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in Subsection 3.19(B) below.

3. The Town's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the Town shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the Town and the Contractor as to extent and time for Final Completion. The Town thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the Town shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the Town. The Town shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to Subsection 3.19 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the Town determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the Town that (1) title to the Materials and equipment will pass to the Town upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the Town may reasonably request in order to protect its interests. With the prior, written approval of the Town, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the Town shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the Town that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the Town). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the Town for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the Town's sole negligence. Should the Town have reason to believe Contractor is not properly safeguarding any of the Materials, the Town shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the Town, and if such insurance is not obtained due to a lack of insurable interest, the Town shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the Town no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the Town shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the Town. Before issuance of final payment, the Town may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. In making final payment the Town waives all claims except for:

- a. Outstanding liens.
- b. Improper workmanship or defective Materials.
- c. Work not in conformance with this Contract or Work not completed.
- d. Terms of any special warranties required by this Contract.
- e. Delivery to Town of all warranties, operation and maintenance manuals, "AS-BUILT" record drawings and other documents as required by this Contract.
- f. Right to audit Contractor records for a period of three years.
- g. Claims previously made in writing and which remain unsettled.

3. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the Town a one-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the Town Engineer, which warranty shall begin on the date that the Town accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by Town staff during the one-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the Town Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the Town to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor's construction activities on the Property. Nothing contained herein shall prevent the Town or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

3.20 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 Contractor any amounts Contractor owes to the Town

for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

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

PART B - PERFORMANCE OF THE WORK

3.21 Project Video. The Contractor, in the presence of the Town's inspector, shall make a video recording (CVC format, indexed) of the Project area located in or immediately adjacent to Town right-of-way prior to commencing any construction activities. The Contractor and Town's Inspector will review the video for completeness, immediately after recording and any areas that are not clearly covered and defined, shall be re-recorded. The Contractor shall submit one copy of the video to the Town's Inspector. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.22 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4 (Examination of Plans, Special Provisions and Site of Work), the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the Work in whatever material and under whatever conditions may be encountered or created, without extra cost to the Town.

3.23 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the Town to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.24 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor's representative shall be considered as having been given to the Contractor.

3.25 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price

in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.26 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the Town substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.
2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.
3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.
4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.
5. Delays occurring due to the acts or omissions of the Town and those within the control of the Town.
6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.
7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor's Schedule shall be deemed to include **five** Days for weather delays (the "Expected Delay Days"), regardless of whether such weather delays are specifically set forth in the Schedule. Contractor shall notify the Town within 24 hours in writing of a weather-related delay. If Contractor fails to give the required 24-hour notice, no such weather delay will be subtracted from the Expected Delay Days. Weather delays shall not be deemed "Excusable" unless all of the Expected Delay Days have been exhausted.
8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the Town, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this Subsection.

D. Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Engineer's determination may be issued at such time as the Engineer deems reasonable, but not later than 10 Days after receipt by the Engineer of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.27 Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the Town upon request therefore for each Day of delay beyond the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each Day of delay.

A. Prior to Termination. If this Contract is not terminated, the Contractor shall continue performance and be liable to the Town for the liquidated damages until the Work is complete.

B. After Termination. In the event the Town exercises its right of termination, the Contractor shall be liable to the Town for any excess costs and, in addition, for liquidated damages until such time as the Town may reasonably obtain delivery or performance of similar Services.

3.28 Suspension by the Town for Convenience.

A. Town Determination. The Town may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Town may determine to be appropriate for its convenience.

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

3.29 Termination by the Town for Convenience. The Town may, upon 30 Days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the Town without prejudice to any right or remedy otherwise available to the Town. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the Town, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the Town's termination by convenience.

3.30 Termination by the Town for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 Days after the Contractor receives written notice of such nonperformance or violation from the Town, then the Town may, without prejudice to any right or remedy otherwise available to the Town, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the Town, the Town shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the Town may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the Town and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the Town shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the Town's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the Town may terminate this Contract, without prejudice to any right or remedy otherwise available to the Town, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the Town may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.
2. Provides adequate assurances of future performance.

3. Compensates the Town for actual pecuniary loss resulting from such breaches.
4. Assumes the obligations of the Contractor within the established time limits.

3.31 Termination Due to Work Stoppage. This Contract may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. If Contractor abandons the Services without the consent of the Town, Contractor 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 Contractor to complete the Services and the contract price for Contractor under this Contract; 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 Contractor. The Town shall use its best efforts to replace Contractor within a reasonable time.

3.32 Contract 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 Contractor 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. Contractor 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.

3.33 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Contractor 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 Contractor of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Contractor will be without liability or legal exposure to Contractor. Contractor shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

3.34 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the Town, in which event Contractor shall be entitled to compensation for such

overtime Work. If the Town requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the Town a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the Town on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.35 No Damage for Delay or Additional Work by the Town. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the Town from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the Town, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in the event of delay or Additional Work by the Town shall be an extension of time hereunder to complete the Work.

3.36 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the Town. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the Town and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.37 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.38 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the Town from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractors' employees. The Contractor agrees that once assigned to Work under this Contract, Key Personnel will not be removed or replaced without written notice to the Town. If Key Personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the Town and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

3.39 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete this Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the Town's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall

conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.40 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, bridge, and any other structures for which trenching is necessary.

3.41 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings). Contractor shall furnish, within three business days following request therefore by the Town, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the Town in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the Town. Approval by the Town shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.42 Cooperation with Utilities. The Contractor shall comply with the requirements of MAG Specifications 105.6, modified as follows:

A. Locating; Protecting. It is the Contractor's sole responsibility to verify the presence and location of any and all existing overhead and/or underground utilities that may interfere with construction. It is the Contractor's sole responsibility to adequately protect and maintain any such utilities, at no additional cost to the Town, whether or not said utilities are shown on construction plans. This may include, but is not limited to, coordinating, potholing and monitoring as directed by the individual utility companies.

B. Damage. The Contractor shall be responsible for any and all damage that may be incurred to the utilities and be liable for any repair costs including incidental costs.

C. Delays; Relocation Costs. The Contractor shall not hold the Town liable due to delays and/or responsible for damages to utilities in conjunction with this construction. The Town will not participate in the cost of construction for utility relocation.

D. Blue Stake; Potholing. Contractor shall comply with the Arizona Revised Statutes regarding “Blue Stake” and pothole activities as applicable. The Contractor shall be responsible for contacting the owner of each utility in conflict and for making all necessary arrangements for relocating, repairing or abandoning the utility or facility as required by the utility owner.

E. Field Location. The Contractor shall be the Town’s Blue Stake field locator and perform all requirements as prescribed in ARIZ. REV. STAT. §§ 40-360 (21) through (29) for all underground facilities that have been installed by the Contractor on the current Project, until the Project is accepted by the Town. At least two Days prior to commencing excavation, the Contractor shall call Blue Stake Center, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

3.43 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106.

3.44 Cooperation between Contractors. In addition to conformance with the requirements of MAG Specifications, Section 105.7, Contractor shall be responsible for arranging and coordinating construction of all applicable work specified to be done “by others” on the construction plans.

3.45 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Engineer, construction will be restricted as listed in the following table:

May 1 – October 31	November 1 – April 30
7:00 a.m. to 5:00 p.m.	7:00 a.m. to 5:00 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 5:00 p.m. on Saturdays, Sundays and all Town, State and Federal holidays.

3.46 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the MAG Specifications, Section 105.8 (Construction Stakes, Lines and Grades).

3.47 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the Town. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Town elects to replace survey benchmarks using its own forces.

3.48 Stockpile of Materials.

A. Engineer Approval. The Contractor may, if approved by the Engineer, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or prevent compliance with traffic regulations.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.49 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Disposal of material within the Town Limits or Planning Area must be approved by the Engineer. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the Town, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.50 Dust Control and Water.

A. Dust Control. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and as follows:

1. Air Pollution Requirements:

a. The Contractor shall be responsible for dust control related to the Project construction and shall take whatever means necessary to control any abnormal conditions.

b. The Contractor shall provide adequate means for cleaning trucks and/or other equipment of mud prior to entering public streets and take whatever measures are necessary to insure that all roads are maintained in a clean, mud and dust free condition at all times.

c. Temporary drainage control measures may be required during and after construction until final lot build-out in accordance with the approved plans and in accordance with any established or required Best Management Practices ("BMP") as part of the National Pollution Discharge Elimination System ("NPDES") permit requirements. It is the Contractor's responsibility to meet all requirements.

d. The Contractor is responsible to obtain all air quality permits.

e. The Contractor shall submit to the Town a copy of its approved county dust control plan, erosion control plan and permit prior to the start of Work.

f. The Contractor is responsible for maintaining dust control at all times including off-hours and weekends. The Work site must be kept debris free. Tracking dirt onto streets is not allowed and if it occurs it must be cleaned

immediately. Gravel track-out pads or other approved BMP shall be used where applicable.

2. The Contractor shall be responsible for daily and final cleanup operations of adjacent, existing paved streets used by construction traffic. This Work includes daily street sweeping, power broom and water as needed or directed by the Town.

B. Town Water Use.

1. When Town water is used, access must be from an approved fire hydrant. Water must be metered through a Town hydrant meter. Requests for meters must be submitted by application through the Town's Utility Department. The Town reserves the right to refuse issuance of hydrant meters for any reason including seasonal/regional demands. Town approved backflow prevention devices shall be required on all tank hook-ups or other storage/delivery systems as deemed necessary.

2. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the Town Utility Department. Watering shall conform to the provisions of MAG Specifications, Subsection 104.1.3. A deposit and installation fee in amounts set forth in the Town's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3. If available and feasible, the Contractor shall make arrangements to use irrigation water for construction purposes. Temporary irrigation water holding ponds must be lined with an impervious lining system (PVC sheeting) and also be secured and enclosed for safety purposes with at least a six foot high chain link fence.

3.51 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.52 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.53 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the

Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.54 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by Town Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the Town Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the Town Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the Town, if not deducted by the Town from monies due Contractor, shall be paid by Contractor within five business days of written demand by the Town.

3.55 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the Town; provided, however, that the Town shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the Town shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the Town deems unsafe until corrective measures satisfactory to the Town have been taken. Should Contractor neglect to adopt such corrective measures, the Town may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the Town.

3.56 Public Information and Notification (NOT APPLICABLE). The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the Town Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.56; provided, however, that the Engineer may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and Town officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street closures, (C) detour locations, (D) haul routes

and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary “Dear Neighbor” letter (8-1/2” x 11”), as submitted to and subject to the approval of the Engineer, to all businesses, property owners and residents within 600 feet of any portion of this Project. This “Dear Neighbor” letter shall include, at a minimum, the following information:

1. Contractor’s name, business telephone number and the 24-hour “Hot Line” telephone number for this Project.
2. Name of Contractor’s Project Manager.
3. Name of Contractor’s Project Superintendent.
4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of Town’s Project Manager.
8. Name of the Engineer.

The Engineer shall provide the Contractor with a distribution list for this “Dear Neighbor” letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Engineer and (2) provide the Engineer with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the “Dear Neighbor” letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Engineer deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Engineer, Contractor may be required to distribute additional public notifications. At the end of construction a final “Dear Neighbor” letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor’s and the Town’s appreciation for their patience during construction of the Project.

B. Project Signs. Unless otherwise directed by the Engineer, the Contractor shall furnish and install at least 0 Project signs, not less than five business days before beginning construction, at locations determined by the Engineer, to inform the public of the forthcoming Project, construction dates and 24-Hour Hotline number. The Contractor shall submit the proposed layout of the Project signs to the Engineer for approval prior to fabrication of the signs. The Contractor shall maintain the signs as necessary and update the information as directed by the Engineer. At the Final Completion of the Project, the Contractor shall remove and dispose of the signs.

C. 24-Hour Project Hotline. The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the “Hotline”). The Contractor shall include this Hotline telephone number on all public information

distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any Work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

D. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Engineer.

E. Press Releases. The Contractor shall, at the request of the Engineer, prepare press releases regarding the Project.

F. Payment for Public Notification. The Town will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the Project signs; the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. No payment will be made under this item for any Day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

PART C - MISCELLANEOUS

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

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

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

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

3.61 Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any

other provision or application of this Contract which may remain in effect without the invalid provision or application.

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

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

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

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

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

3.67 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees

and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

3.68 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (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 Section:

If to the Town:	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	_____ _____ _____ Attn: _____

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.

3.69 Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill this Contract.

3.70 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.68, of

the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

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

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.70.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.68 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

3.72 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.73 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.73 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its Subcontractors reasonable advance notice of

intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.73 E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Town.

3.74 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.

3.75 Right to Inspect Plant. The Town may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.76 Warranties. Contractor warrants to the Town that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the Town and that all Work shall be of first class quality, free from faults and defects and in conformance with this Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the Town immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the Town. Contractor further agrees to execute any special guarantees as provided by this Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the Town and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of this Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the Town's written demand, the Town shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.77 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the Town. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.78 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach of this Contract as a whole.

3.79 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.80 Liens. All Materials, Service or construction shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

3.81 Licenses. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Contract.

3.82 Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.

3.83 Preparation of Specifications by Persons other than Town Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Town's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.84 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the Town.

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

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

PART D - ALTERNATIVE DISPUTE RESOLUTION

3.87 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for Subsection 3.90(G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon this Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

3.88 Neutral Evaluator, Arbitrators. The Town will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the Town and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section 3.90 below. The Town and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

3.89 Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The Town through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the Town or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. The Neutral Evaluator shall require that each party submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding, written decision as soon as possible, but not later than five Days after the hearing.

3.90 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in Subsection 3.90(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.88 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three business days' of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the Town's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in Subsection 3.90(M) and the proceeds from the bond shall be allocated in accordance with Subsection 3.90(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the Town's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in Subsection 3.90(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 3.88. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator," a person or entity jointly selected by the Town and the Contractor. If the Town and the Contractor cannot agree on a Default Neutral Arbitrator, the Town and the Contractor shall each submit two names to an appropriate judge who shall select one person to serve as the Default Neutral Arbitrator."

C. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Yavapai County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

E. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote, issue its award. The award shall include an allocation of fees and costs pursuant to Subsection 3.90(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of 20% of the original Contract amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated.

Any claim in excess of 20% of the original Contract amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Yavapai County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any party can make application to the Yavapai County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to this Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the Town. Contractor cannot be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-Town appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with this Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Yavapai County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Yavapai County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the Town, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the Town in effect at the time of the hearing. The determination of prevailing and non-prevailing parties,

and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the Town and the Contractor.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Yavapai County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the Town or in favor of the Town against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of this Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Contractor shall cooperate with the Town in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

ARTICLE IV – SPECIAL PROVISIONS

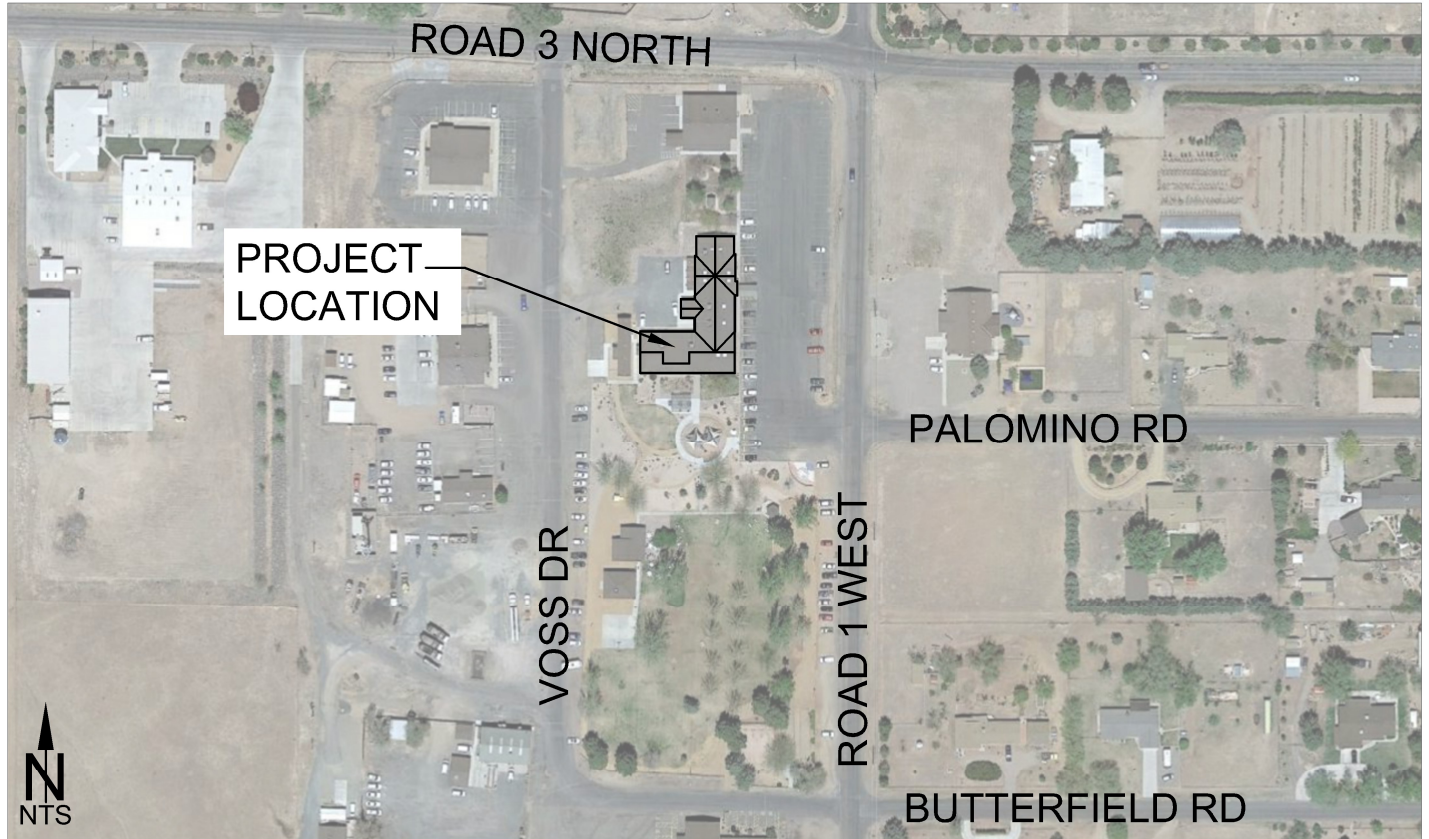
There are no Special Provisions for this Project.

EXHIBIT A
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

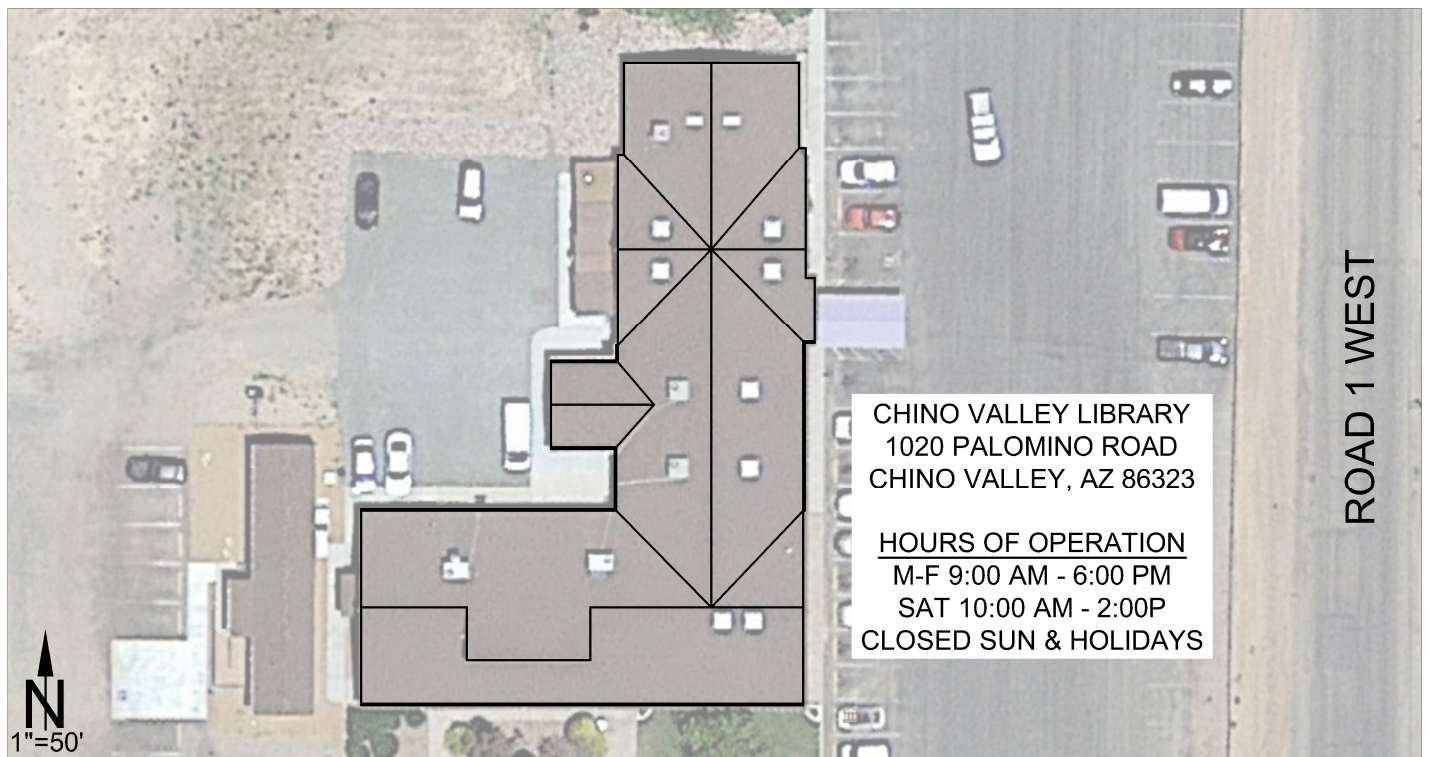
[Plans, Construction Drawings, and Specifications; Reference Documents]

See following pages.

VICINITY MAP



LOCATION MAP



CHINO VALLEY LIBRARY - ROOFING

QUANTITIES

APPROX AREA = 13,000 SF

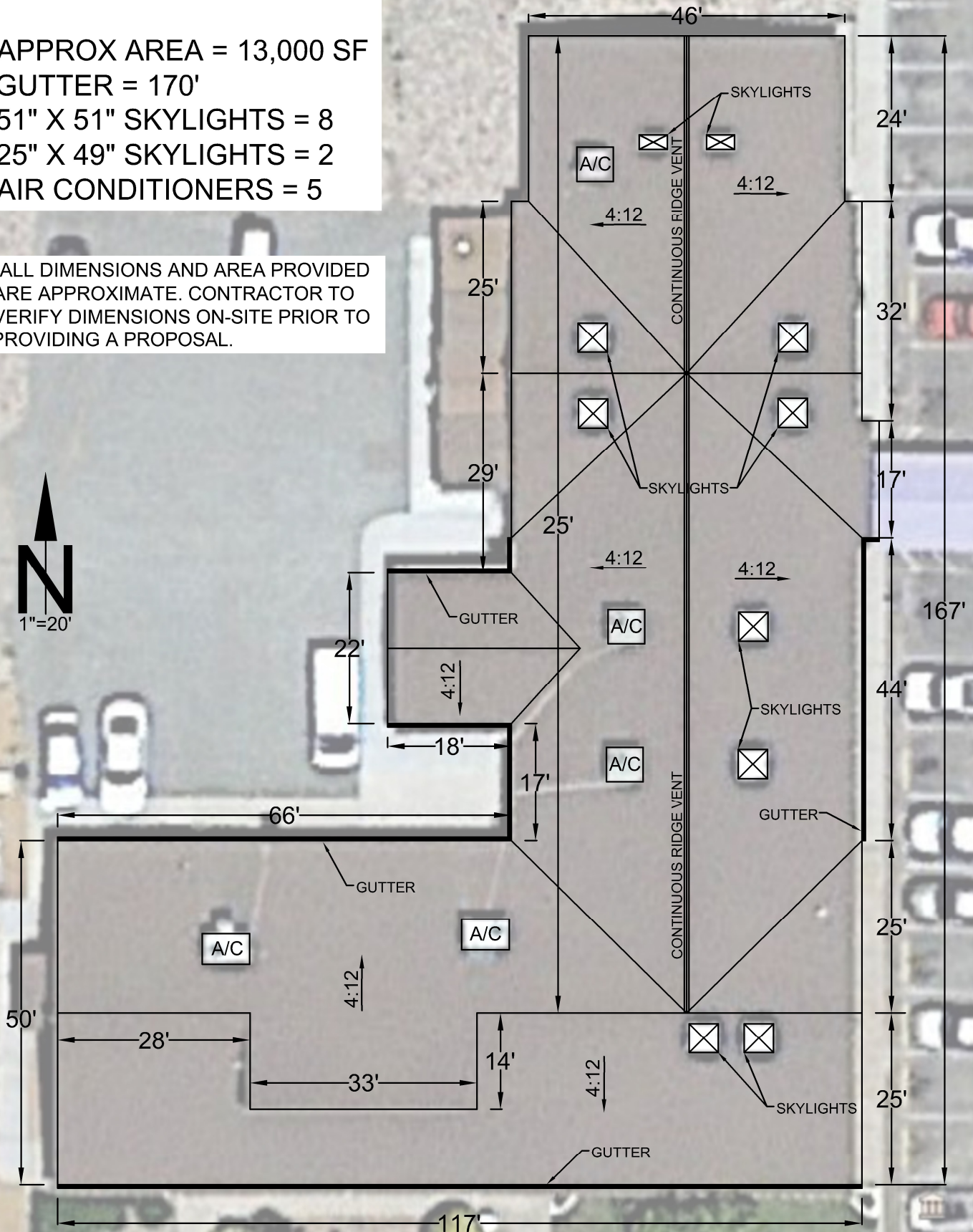
GUTTER = 170'

51" X 51" SKYLIGHTS = 8

25" X 49" SKYLIGHTS = 2

AIR CONDITIONERS = 5

*ALL DIMENSIONS AND AREA PROVIDED ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS ON-SITE PRIOR TO PROVIDING A PROPOSAL.



CHINO VALLEY LIBRARY - ROOFING

SPECIFICATIONS

LIBRARY BUILDING ROOFING

The Work. The Contractor shall:

1. Remove all existing roofing materials including shingles, underlayment, drip edge, flashing, and jacks down to the wood deck.
2. Remove the existing rain gutter and downspouts.
3. Inspect the wood decking for structural soundness and replace existing roof sheathing, as necessary, in-kind. The project budget includes a \$7,500.00 contingency that may be charged against to replace sheathing and other items not included in the original quote upon a quote from the contractor and the Town's approval.
4. Check all raised curbing around all HVAC systems mounted on the roof for proper seal and fit, if any are found to be inadequate, they will need to be replaced and or repaired to provide proper seal.
5. The Contractor shall remove and replace all skylights with new commercial skylights of similar or higher quality.
6. Install a new, complete, and neat roofing system including jacks, flashing and counterflashing, drip edge, ice and water shield/leak barrier, underlayment, starter strip shingles, shingles, ridge cap, rain gutters, and downspouts. All materials shall be compatible and installed per manufacturers recommendations, per codes, and industry best practices.
 - a. Roof jacks shall be galvanized, sealed, and painted to match the new shingles.
 - b. Flashing and counterflashing shall be galvanized, sealed along the top edge of the flashing or counterflashing where it abuts along another surface.
 - i. The Contractor shall install a new flashing under the existing counterflashing at the roof section over the front door.
 - ii. The Contractor shall install new flashing and counterflashing at the smaller roof section at the rear of the building.
 - iii. Flashings shall be minimum 3-inch x 5-inch.
 - c. Drip edge shall be 2-inch x 2-inch with a factory brown finish or approved equal, to match the shingles, and shall be installed along all roof edges including eaves and rakes.
 - d. Ice and water shield/leak barriers shall be installed at all eaves, valleys, roof to wall areas, slopes less than 2-in-12, and around penetrations. The ice and water shield/leak barriers shall be **CertainTeed Winterguard, GAF Weatherwatch,** or approved equal.

- e. Underlayment shall be a 30# synthetic material. The underlayment shall be **CertainTeed DiamondDeck, GAF #30 TigerPaw**, or approved equal.
 - f. Starter strip shingles shall be installed along all roof edges including eaves and rakes. The starter strip shingles shall be **CertainTeed Swiftstart, GAF Pro-Start**, or approved equal.
 - g. Shingles shall be architectural style composite shingles. Shingles shall be **CertainTeed Landmark (Color: Burnt Sienna), GAF Timberline HDZ (Color: Hickory)**, or approved equal. Shingles to match adjacent buildings.
 - i. Bidders shall include a shingle sample with their bid.
 - ii. Shingles shall be installed using hot-dipped nails.
 - h. Rain gutters and downspouts shall be extruded type with minimal joints and factory brown finish or approved equal.
 - i. The Contractor shall relocate any roof jacks required to provided adequate spacing and seal to meet warranty requirements.
 - j. Contractor shall replace fascia and wrap with metal on south side of roof.
7. Properly dispose of all demolition and construction waste.
- a. No Town facility refuse container shall be used to dispose of waste or recycled materials.
 - b. Bundle all full-sized pieces of unused shingles and leave with the Town.

Contract Quantities

- 1. The project drawings and scope of work include dimensions, quantities, and slopes for the convenience of bidders. The Town provides no guarantee to the accuracy of this information. Bidders and contractors are responsible for confirming all dimensions and quantities of materials required.
- 2. The building roof is approximately 13,000 square feet. Bidders are responsible for verifying actual square footage and for determining the amount of material required.

Instructions and Expectations. The Contractor shall:

- 1. Only perform Work during the hours of Monday thru Friday 7:00 am to 5:00 pm, as needed; no weekends or holidays.
- 2. Complete the project prior to June 30, 2024.
- 3. Ensure that main entrances to the library remain open and safe for pedestrian travel.

4. Notify the owner of all concerns with the existing conditions including structural or aesthetic items regardless of whether it will impact Contractor's work.
5. Be responsible for providing all necessary project and worker facilities, including but not limited to a waste container, restrooms, wash stations, and drinking water.
6. Protect existing finishes and the surrounding area from demolition and construction damage and debris.
7. Be responsible for site cleanliness and for repairing or replacing project-related damage to existing finishes.
8. Blow the roof surface and perform a magnet sweep of the grade around the roof to pick up nails.
9. Perform the work in a safe manner and follow all appropriate OSHA requirements.

REFERENCE DOCUMENTS

None Included.

EXHIBIT B
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

LIBRARY BUILDING ROOFING

Bidder _____ hereby submits for Town's consideration the following product, instead of the specified item, for the above Project.

1. Section Page Paragraph/Line Specified Item

Proposed Substitution: _____

State why specified product, fabrication or installation cannot be provided, if applicable: _____

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

2. Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution?

Yes _____ No _____ If Yes, explain: _____

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes _____ No _____

C. List differences between proposed substitution and specified item. Include annotated copy of applicable Specification Section.

Specified Item

Proposed Substitution

D. Does substitution affect Drawing dimensions?

Yes _____ No _____ If Yes, explain: _____

E. What effect does substitution have on other trades?

F. Does manufacturer's warranty of proposed substitution differ from that specified?

Yes _____ No _____ If Yes, explain: _____

G. Will substitution affect progress schedule?

Yes _____ No _____ If Yes, explain: _____

H. Will substitution require more license fees or royalties than specified product?

Yes _____ No _____ If Yes, explain: _____

I. Will maintenance and service parts be locally available for substitution?

Yes _____ No _____ If Yes, explain: _____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution?

Yes _____ No _____ If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

List materials that will be required to provide compatibility: _____

3. The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

4. The undersigned understands and agrees that the substitution requested, including all supporting data, will only be considered if it is submitted to the Town Representative 10 full Days prior to the Bid Deadline. Telegraphic (facsimile) or electronic (email) copies will **not** be considered.

Submitted by:

Signature

Company Name

Name

Address

Title

City, State, Zip

Date

Telephone No.

For Town's Use Only: Substitution/Equal Request Form

☐ Accepted

☐ Rejected

Remarks: _____

Signature

Date

Name

Title

EXHIBIT C
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Price Sheet]

See following page.

PRICE SHEET

LIBRARY BUILDING ROOFING

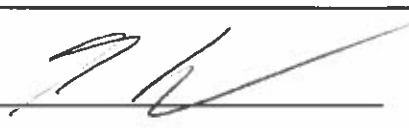
NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Bidders may submit multiple separate bids with alternate shingles and/or roofing components for the Town's consideration.

BASE BID

Item No.	Description of Materials and/or Services	Qty.	Unit	Total
1.	Roofing – Library Building	1	Lump Sum	\$ <u>81,880.06</u>
2.	Contingency	1	Lump Sum	\$ <u>7,500.00</u>
TOTAL BASE BID IN NUMBERS*				\$ <u>89,380.06</u>

TOTAL BASE BID ITEMS IN WORDS: Eighty nine thousand eight hundred and eighty dollars
and six cents.

Bidder's Acknowledgement: 

Date: 4/3/24

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE BID SCHEDULE.**

EXHIBIT D
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Federal Requirements]

Not applicable to this Project.

EXHIBIT E
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSES; CERTIFICATIONS; DBE/WBE STATUS

LIBRARY BUILDING ROOFING

☒ **Attach a copy of your Contractor's License and applicable certifications to your bid submittal.**

☒ **Attach a copy of your Business License* to your bid submittal.**

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

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X _____.

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

Chino Valley Business License # BL24-000038

TOWN OF CHINO VALLEY**BUSINESS LICENSES NO.**

BL24-000038

EXPIRATION DATE

04/03/2025

CLASS OF BUSINESS

Roofing contractor

FEE

\$50

BUSINESS NAME

Top Woofer LLC dba Yavapai Roofing, M&M Roofing

BUSINESS ADDRESS555 EZ St
Prescott, AZ 86301**TYPE OF BUSINESS**

Contractor

BUSINESS APPLICANT

Paul Savela

Erin N. Deskins, CMC
Town Clerk

This license MUST BE POSTED in Compliance with Town Code section § 110.08 A,B,C

§ 110.08 EXHIBITION OF LICENSE REQUIRED; DISPLAY STREET ADDRESS.

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

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

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

(2001 Code, § 8-1-8)

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.

ISSUED TO: TOP WOOFER LLC
555 E Z ST
PRESCOTT AZ 86301

▶ LICENSE: 21541696
START DATE: 10/01/2023
ISSUED: 01/03/2024
EXPIRES: 12/31/2024

LOCATION: CODE 001
TOP WOOFER LLC
555 E Z ST
PRESCOTT, AZ 86301
2400066997100

JURISDICTION
COUNTY
CITY

Page 79 of 175

Ombudsman-Citizens'

Visit OpenBooks (<https://openbooks.az.gov/>) Aide (<https://www.azoca.gov/>)Get the facts on COVID-19 (<https://azdhs.gov/covid19/index.php>)

Arizona

Home

Contractor Search (<https://azroc.my.site.com/AZROC/contractor-search>)

Public Records

(<https://azroc>)

Registrar of Contractors

(<https://roc.az.gov/>)

Contractor Search

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/lars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms (<https://roc.az.gov/terms>)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR

Top Woofer LLC

LICENSE NUMBER ROC 348394

This information is current as of 2024-02-05 15:27:55

Share this License or Send It to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

LICENSE

Business Entity Name	Top Woofer LLC	Class & Description	<u>General Dual KB-2 Dual Residential and Small Commercial</u>
Doing Business As	Yavapai Roofing, M&M Roofing	Entity Type	LLC
City and State	Prescott Valley, AZ, 86301	Issued / Renewal	
Phone	9288304090	First Issued	2023-10-27
Status / Action	<u>Active</u>	Renewed Through	2025-10-31

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Paul Harvey Savelle
Position : Qualifying Party

Name : Gary M Johnson
Position : Chief Executive Officer

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a licensee's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

0
Open Cases ⓘ0
Disciplined Cases ⓘ0
Resolved / Settled Cases ⓘ

BOND INFORMATION

[How to collect from a license bond \(https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect\)](https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)[Bond Company Contact Information Sheet \(https://roc.az.gov/sites/default/files/Surety%20Bond%20Companies%20List%2010.21.19.pdf\)](https://roc.az.gov/sites/default/files/Surety%20Bond%20Companies%20List%2010.21.19.pdf)

Bond Type : Surety

Bond Number : 100805754

Effective Date : 2023-10-09

Bond Company : American Contractors Indemnity Company

Amount : \$ 14000

Paid : \$ 0

Available : \$ 14000

Status : Active

To find out if a contractor's ROC license is current and see other information related to the license, [enter their 6 digit license number](#) or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the ADVANCED SEARCH functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. [Click to read the complete instructions.](#)

Enter your search terms here...

Search

Advanced Search

Export a List

Clear

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK [HERE \(mailto:Webmaster@roc.az.gov\)](mailto:Webmaster@roc.az.gov).

[FOR A LIST OF PENDING LICENSE APPLICATIONS CLICK HERE \(https://roc.az.gov/posting-list#newAppsLicensesDiscipline\)](https://roc.az.gov/posting-list#newAppsLicensesDiscipline)

If you are looking for a complete list of our current contractors, we highly recommend using our [Posting List \(https://roc.az.gov/posting-list\)](https://roc.az.gov/posting-list) page.

For a list of contractors with their full information, please submit a [Public Records Request through our Public Records Request One-Stop page \(https://azroc.my.site.com/AZRoc/s/roc-online-services\)](https://azroc.my.site.com/AZRoc/s/roc-online-services). Thank you.

This resource is being provided for the information and convenience of the public. The listed businesses and their order of appearance do not constitute an endorsement, preference, or recommendation by the Registrar of Contractors.

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AZ ROC

1700 W. Washington St.
Suite 105 Phoenix, Arizona
85007-2812

Find in Google Maps

<https://www.google.com/maps/place/1700+W+Washington+St,+Phoenix+AZ+85007-2812>

Phone: (602) 542-1525

Fax: (602) 542-1599



https://twitter.com/az_ROC



<https://www.facebook.com/azroc>



<https://www.linkedin.com/company/azroc>

registrar-of-

contractors/



<https://www.instagram.com/azroc>



<https://www.youtube.com/azroc>

EXHIBIT F
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[References]

See following page(s).

REFERENCES

LIBRARY BUILDING ROOFING

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

Company: MD Builders

Address: 2160 Serenity Way

City / State / Zip Code: Prescott AZ 86305

Contact: Marty

Telephone Number: 928-899-4812

Contract Initiation Date: 10/5/23

Expiration Date: completed 2/1/24

Project Description: Install new tile roof.

Contract Value: \$ 65,780.00

Annual Amount: \$

Company: Vicki Ashley

Address: 2390 W Shadow Valley Ranch Rd

City / State / Zip Code: Prescott AZ 86305

Contact: Vicki Ashley

Telephone Number: 928-848-0239

Contract Initiation Date: 11/15/23

Expiration Date: completed 1/15/24

Project Description: Tear off existing roofing. Replace all plywood. Install new GAF shingles.

Contract Value: \$ 55,118.44

Annual Amount: \$

Company: Dale Johnson

Address: 901 N Waters Edge Way

City / State / Zip Code: Prescott AZ 86303

Contact: Dale Johnson

Telephone Number: 928-713-2837

Contract Initiation Date: 10/15/23

Expiration Date: completed 2/15/24

Project Description: Re-roof main house with new shingles. Install new shingles on guest house. Replace all gutters.

Contract Value: \$ 53,448.14

Annual Amount: \$

EXHIBIT G
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Bid Bond]

See following page.

BID BOND

LIBRARY BUILDING ROOFING

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Top Woofer LLC, dba; Yavapai Roofing, m & m roofing (hereinafter called Principal), as Principal, and Merchants National Bonding Company, a corporation organized and existing under the laws of the State of Iowa with its principal office in the Town of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Chino Valley, (hereinafter called the Obligor) in the penal sum of Ten Percent (10%) of Bid Amount, eighty nine thousand three hundred eighty 06/100 (Dollars) (\$ 89,380.06) lawful money of the United States of America, to be paid to the order of the Town of Chino Valley, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: Library Building Roofing.

NOW, THEREFORE, if the Obligor accepts the proposal of the Principal and the Principal enters into a Contract with the Obligor in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligor the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 3 day of April, 2024.

Top Woofer LLC; dba; Yavapai Roofing, m & m roofing
Principal Seal

By 
Gary Johnson - member

Merchants National Bonding Company
Surety Seal

By 
Stephen Padilla attorney in fact

Leavitt group of Northern Arizona
Agency of Record

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lorraine Judith Moya; Stephen P Padilla; Tommy Murphy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



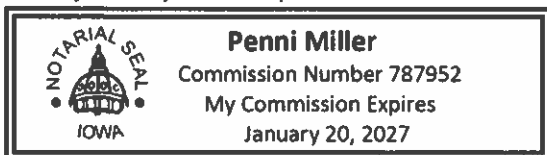
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2024.



William Warner Jr.
Secretary

EXHIBIT H
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Key Personnel/Subcontractor Listing]

See following page.

LIBRARY BUILDING ROOFING

[illegible]

EXHIBIT I
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Performance Bond]

See following page.

PERFORMANCE BOND
LIBRARY BUILDING ROOFING

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal),
as Principal, and _____, a corporation
organized and existing under the laws of the State of _____, with its principal office in the
Town of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the
Town of Chino Valley (hereinafter called the Obligee) in the amount of _____ (Dollars)
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____
day of _____ 20____, for the material, service or construction described as _____
_____ is hereby referred to and made
a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the
original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life
of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms,
conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of
which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force
and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title
34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that
may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____.

Principal Seal

By

Surety Seal

By

Agency of Record

EXHIBIT J
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Payment Bond]

See following page.

PAYMENT BOND

LIBRARY BUILDING ROOFING

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal),
as Principal, and _____, a corporation
organized and existing under the laws of the State of _____, with its principal office in the
Town of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the
Town of Chino Valley (hereinafter called the Obligee) in the amount of _____
(Dollars) (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____
day of _____ 20____, for the material, service or construction described as
_____ which Contract is hereby referred to and made a part hereof as
fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays
all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the
prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and
effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions,
conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were
copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees
that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal Seal

By

Surety Seal

By

Agency of Record

EXHIBIT K
TO
INVITATION FOR BIDS
FOR
LIBRARY BUILDING ROOFING

[Acknowledgments of Addenda received]

See following page(s).



TOWN OF CHINO VALLEY

ADDENDUM NO. 1

2024-0001 Library Building Roofing

Bid Open Date: Wednesday, April 3, 2024
Time: 2:00 P.M., local-time, Chino Valley, AZ
Place: Town of Chino Valley
Town Clerk's Office
202 N State Route 89
Chino Valley, AZ 86323

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

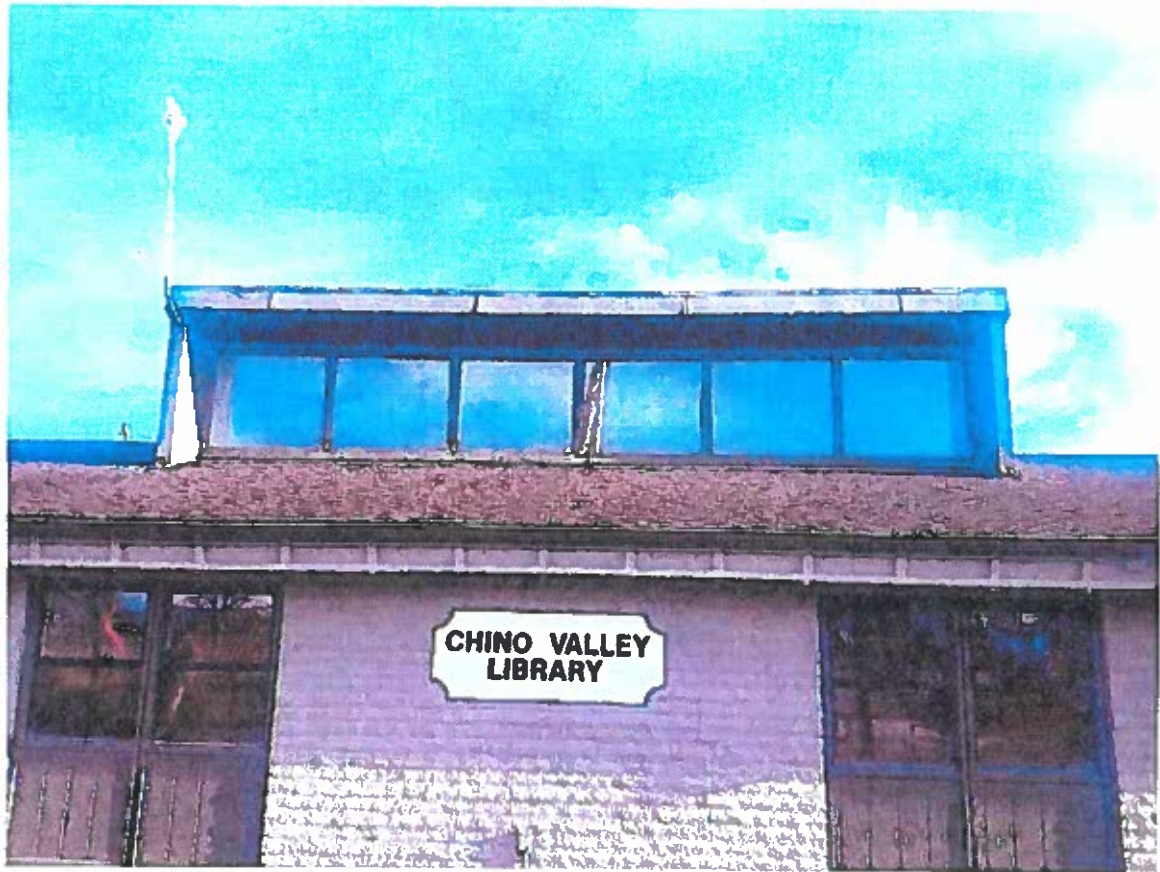
This Addendum consists of 2 page(s).

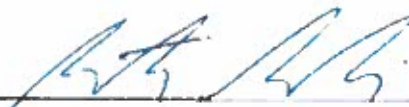
INVITATION FOR BIDS CHANGES:

1. EXHIBIT A, **ADD** the following Scope of Work:

Remove and replace approximately 30 linear feet of fascia material and approximately 30 linear feet of the existing seal board around the dormer located on the south side of the library roof. There is also some rotted soffit material below the fascia that will need to be replaced. All measurements are to be verified by the contractor. Product to be Smart Side (or approved equal) type product for the fascia and soffit replacement. The lower seal board is a 2x4 fastened above the new flashing to be installed. All materials replaced will need to be primed, painted (to match existing) and sealed to be waterproof upon completion.

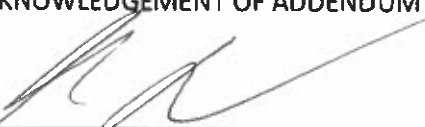
The additional cost of this Scope of Work is to be included in the Base Bid Item No. 1 Lump Sum price.



BY 
Steven Sullivan, PE
Assistant Town Engineer

Date 3/26/24

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

BY 

Date 4/3/24

Town of Chino Valley Bid Results

Title: 2024-0001 Library Building Roofing

Bid Date: 4/3/24

Time: 2:00 p.m.

1	2
Top Woofer LLC dba Yavapai Roofing 555 E Z St Prescott, AZ 86301 Contact: Carl Johnson Tel: 928-910-1878 carlj@yavapai-roofing.com	FiveOliver LLC 6991 E Camelback Rd STE D-300 Scottsdale, AZ 85251 Contact: Jacob Oliver Tel: 480-720-6323 jacob@fiveoliver.com
Total	Total
\$81,880.06	\$100,200.00
\$7,500.00	\$7,500.00
\$89,380.06	\$107,700.00

BASE BID

Item No.	Description	QTY	Unit of Measure
1	Roofing - Library Building	1	LSUM
2	Contingency	1	LSUM



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 4/23/2024
CONTACT PERSON: Sara Burchill, Deputy Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the March 26, 2024, executive, study session, regular, and special meeting minutes.

STAFF RECOMMENDATION:

Approve the March 26, 2024, executive, study session, regular, and special meeting minutes.

ATTACHMENTS:

1.	March 26, 2024, Executive, Study Session, Regular, and Special Meeting Minutes
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**MINUTES OF THE
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, MARCH 26, 2024
5:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**



TOWN COUNCIL NOTICE & AGENDA

**EXECUTIVE SESSION
TUESDAY, MARCH 26, 2024
5:00 PM**

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. **Executive Session pursuant to A.R.S. § 38-431.01 (A)(3) with the attorneys for the Town in order to consider the Town's position and instruct its attorneys regarding the Town's position regarding the Levie v. Town of Chino Valley matter.**
3. **ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

**STUDY SESSION
TUESDAY, MARCH 26, 2024
5:00 PM**

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

AGENDA

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

Mayor Miller called the meeting to order at 5:43 p.m.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer
Absent: Councilmember Annie Perkins
Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Douglas Hawk (Sgt. at Arms); Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Discussion regarding proposed changes to Town Code Utility Connections Requirements.

Cindy Blackmore, Town Manager, presented the following:

- Staff worked diligently to incorporate the changes discussed at the last study session regarding this matter.
 - The Water and Utilities Subcommittee also met and discussed changes further.

Frank Marbury, Public Works Director/Town Engineer, presented the following:

- The service area was only a small portion of the Town. There were a lot of areas that did not have water, meaning there were a lot of needs for water and sewer.
- Council had expressed concern regarding the continued development off the Town's water and sewer system resulting in more withdraw from the aquifer and lack of wastewater collection for recharge, and directed staff to review the current code and recommend changes that would promote development on the Town's utility infrastructure.
- There was also more focus on treatment needs and recharge that septic systems did not provide.
- The end goal was to have a healthy and safe water resource.
- Staff was presenting their recommendations (along with the Water and Utilities Subcommittee), and they would be returning for Council approval on April 9th.
- Provided definitions for "water/sewer main" (distribution line located with Town right-of-way or easements) and "at property line" (located within right-of-way adjacent to the subject property).
- The following were the proposed Code changes for Water:
 - Single Family Residential (SFR) – current Code required mandatory connection if water was available at the property line. Existing homes had the option to connect once it was available at the property line, but they must cap their well if they did connect. No changes were recommended.
 - Subdivisions with lots smaller than one acre - current Code stated these subdivisions must connect. No changes were recommended.
 - Subdivisions with lots one acre or larger - current code stated these subdivisions must connect if available within 300 feet. Staff and Subcommittee recommended requiring all subdivisions to connect regardless of lot size or zoning.
 - Staff stated that this would discourage sprawl and encourage infill development allowing the system to expand with development.
 - Single Lot Commercial/Industrial – current Code stated that if water was

available at the property line they must connect. There were no specifications on when they needed to be notified and how long they had to comply.

- Subcommittee recommended that existing property and new construction should connect regardless of distance.
 - Staff stated this could limit new commercial development particularly at the North end of Town as there were limited available parcels near water mains. It could also result in legal challenges due to high financial burden.
- Staff proposed the following:
 - Existing properties connect within 120 days of water becoming available at the property line. Another option would be to connect when water came within 300 feet of the property line.
 - New construction be mandated to connect to Town water when at the property line. Another option would be to connect when water came within 300 feet of the property line.
 - 300 feet would be \$150,000 to \$200,000 worth of extensions for water and sewer.
 - This would allow commercial to still develop using wells, but connect when available at the property.
- Multi-family (apartments, town houses, condos, or other buildings containing two or more residences on a single parcel or lot) - current Code treated multi-family like commercial/industrial and was mandated to connect when available.
 - This would not include guest houses or extensions to SFR.
 - Staff proposed mandatory connection for existing properties within 120 days of water becoming available. Another option would be to extend to within 300 feet to connect more properties.
 - Staff proposed new construction would be required to connect regardless of distance. This would encourage infill development and discourage sprawl.
- The following were the proposed Code changes for Sewer:
 - SFR – current Code required mandatory connection if sewer was available at the property line. Sewer was mandatory for lots less than one acre. Existing homes had the option to connect once it was available at the property line, but they must abandon their septic if they did connect. No changes were recommended.
 - Subdivisions – current Code stated that connection was required if the sewer was available within 300 feet of the boundary of the subdivision. Sewer was mandatory if the property was less than one acre.
 - Staff and Subcommittee proposed requiring all subdivisions regardless of lot size to connect to sewer.
 - This would discourage sprawl and expand the system as development occurred.
 - Single Lot Commercial/Industrial – current Code stated current properties must connect within 120 days of sewer becoming available within 300 feet of the property line. New construction was required to connect if sewer was available within 300 feet of the property line.
 - Subcommittee proposed that existing and new construction must connect regardless of distance.

- Staff stated this could limit commercial development and cause legal challenges.
- Staff recommended existing and new construction connect within 120 days of sewer being available at the property line. Another option would be when it became available within 300 feet of the property line.
- Multi-family - following the same definition as mentioned for water, current Code stated existing properties must connect within 120 days of sewer becoming available within 300 feet of the property line, abandoning their septic system. New construction was required to connect if sewer was available within 300 feet.
 - Staff proposed mandatory connection for existing properties within 120 days of water being available at the property line. Another option would be mandatory connection once available within 300 feet of the property line.
 - Staff proposed mandatory connection for all new multi-family construction regardless of distance.
 - This would discourage sprawl and allow the system to expand as development occurred.

Council and staff discussed the following:

- Council proposed continuing the study session to another study session as there were a lot of details to go through.
 - Staff stated that they could continue to another study session.

3. ADJOURNMENT

Mayor Miller adjourned the meeting at 5:59 p.m.



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, MARCH 26, 2024
5:00 PM

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

AGENDA

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

Mayor Miller called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: Councilmember Annie Perkins

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Douglas Hawk (Sgt. at Arms); Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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

Supervisor Craig Brown presented the following:

- Today was Medal of Honors Winner's Day recognizing all the medal of honors winners in the United States.
- He provided the Clerk with a copy of Yavapai County's proclamation declaring Friday as Vietnam Veteran's Day. The VA would hold an event at 11:00 a.m. at Building 15 and another at Noon at the Prescott Plaza.
- The County was holding a slash event where residents could take all their vegetation to the transfer station during the month of April.
- Congratulated the Town on the closing of escrow on the Del Rio State Park.
- He commended Town Manager Cindy Blackmore on a job well done at the Veteran's breakfast earlier that morning.

4. CURRENT EVENT SUMMARIES AND REPORTS

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current and upcoming projects.

Cindy Blackmore, Town Manager, presented the following:

- Staff was very excited that the land had been acquired for the new State Park. There would be a comprehensive planning process in the coming months and looked forward to having that new amenity in Chino Valley.
- The animal shelter had 11 puppies up for adoption. They would be available starting Monday, May 1st.
- There were a lot of questions regarding Circle K. Staff was doing their best to stay in contact with ADEQ and Circle K and they had been very forthcoming. Remediation equipment was already out to take care of the soil. All testing thus far on nearby wells had come back negative for contamination. They would continue testing in the area. The Town had a dedicated space on its website to get any press releases or other information out to the public. All information the Town had was coming from Circle K and ADEQ.

5. CONSENT AGENDA

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

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to approve Consent Agenda items a-c as presented.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

- a. Consideration and possible action to approve an Intergovernmental Agreement with the Phoenix Police Department and the Arizona Internet Crimes Against Children (ICAC) Task Force.
- b. Consideration and possible action to approve the February 27, 2024, regular meeting minutes.
- c. Consideration and possible action to approve the February 29, 2024, special session/strategic planning meeting minutes.

6. ACTION ITEMS

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

may be taken in executive session.

- a. Consideration and possible action to approve the Cooperative Purchasing Agreement, Job Order No. 1 with Sunland Asphalt and Construction, LLC, for emergency street repairs in the amount of \$407,240.12.

Recommended Action: Approve the Cooperative Purchasing Agreement, Job Order No. 1 with Sunland Asphalt and Construction, LLC, for emergency street repairs in the amount of \$407,240.12.

Frank Marbury, Public Works Director, presented the following:

- Expressed condolences to those involved in the Baltimore bridge tragedy.
- Winter and spring storms created a large crop of potholes. The street crews were doing their best, but just couldn't keep up in some of the worst areas and it had become a safety issue. Cars were traveling in opposite lanes to avoid the potholes and there had been wheel and tire damage. Staff was requesting to have repair work done by contractors.
- Provided a map and photos of the areas needing repair including Road 5 North west of the highway, Road 4 North west of the Road 1 West intersection through Dillon Boulevard (the developer contributed \$150,000 for street improvements and staff would be using those funds for this repair), Reed Road north of Road 1 North, the intersection of Center Street and Reed Road, Cactus Wren and Road 1 North.
- Sunland Asphalt quoted \$407,000 for everything.
- More areas would probably develop and even probably developed over the last weekend's storm. The Town needed a total of \$90 million in street work with \$40 million needed now.
- Staff felt these were the worst areas and received the most calls. A similar list would probably come before Council next year as well.

Council and staff discussed the following:

- Council inquired if the \$150,000 would go towards the quoted \$407,000 price or if it had already been factored in.
 - Staff stated it would go toward the \$407,000.
- Staff stated that if approved tonight the contractor planned to start April 1st.
- Council inquired why Road 1 East toward Territorial was not receiving any emergency repairs.
 - Staff stated that road would soon be replaced from Juniper to Perkinsville.
 - Plans were being finalized and would be advertised in the next week or so. It would be a complete reconstruction.
 - Council inquired if that project would be cutting into Mahan Street.
 - Staff stated that they would be cutting into Mahan. Staff then noted that the Road 1 East project was not agendaized to be discussed during this meeting.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to approve the Cooperative Purchasing Agreement, Job Order No. 1 with Sunland Asphalt and

Construction, LLC for emergency street repairs in the amount of \$407,240.12.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

- b. Consideration and possible action to approve Resolution No. 2024-1249 conditionally accepting the streets and public infrastructure improvements associated with the Perkinsville 44 Subdivision Phases 1 & 2 and Offsite Water & Sewer subject to a two-year warranty period.

Recommended Action: Approve Resolution No. 2024-1249 conditionally accepting the streets and public infrastructure improvements associated with the Perkinsville 44 Subdivision Phases 1 & 2 and Offsite Water & Sewer subject to a two-year warranty period.

Frank Marbury, Public Works Director, presented the following:

- The developers had been working on the Perkinsville 44 development at the northeast corner of Road 1 East and Perkinsville Road.
- It would be 160 homes when fully built.
- They have started work on phases 1 and 2 including all the utility and street work inside the subdivision. Staff had inspected and felt that it was ready for the warranty period.
- Improvements on Perkinsville Road and Road 1 East had also been completed and passed county inspection. There was a little more street work and staff would be holding off on that warranty until they completed those punch list items.
- Conditional acceptance by the Council would release performance bonds to the developer and begin the 2-year warranty period.

Council and staff discussed the following:

- Council inquired when the warranty would start.
 - Staff stated it would start now.
- Council inquired what would happen when the roads were torn up due to construction trucks going up and down the roads during the building process.
 - Staff stated the developer would fix any damage during the warranty period. When concrete trucks come in and drive over the sidewalk and break the sidewalk, they fix the sidewalk regardless of any warranty period.
- Council inquired if the lines in the fire hydrants were charged.
 - Staff stated they hydrant lines were accepted and in service. The sewer would be also when there was runoff. Staff received all approvals through the State and County for the water and sewer systems.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve Resolution No. 2024-1249 conditionally accepting the streets and public infrastructure

improvements associated with the Perkinsville 44 Subdivision Phases 1 & 2 and Offsite Water & Sewer subject to a two-year warranty period.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

- c. Consideration and possible action to amend the final plat for the Del Sol South Subdivision to adjust the lot line between Lots 6 and 7 to accommodate an erroneously placed well.

Recommended Action: Approve the amended final plat for the Del Sol South Subdivision to adjust the lot line between Lots 6R (APN 306-18-165) and 7R (APN 306-18-166) to accommodate an erroneously placed well, subject to the following stipulations: strict compliance with Maintenance Improvement District No. MID-2022-01; and satisfaction of all reviewer comments prior to signing the amended final plat and recording it with the Yavapai County Recorder.

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

- The subdivision was located south of East Perkinsville Road and just east of Chino Meadows unit one.
- Two wells were erroneously placed on lot six. The applicant was proposing to adjust the lot line between lots six and seven to salvage the well.
- All properties would meet development standards and staff had no concerns with the lot line adjustment.
- P&Z forwarded a recommendation of approval with a 7/0 vote.

Council and staff discussed the following:

- Council inquired how close the septic and leach lines were to the wells
 - Staff stated they should be outside 100 feet. ADWR and ADEQ would not approve a well within 100 feet of a septic unless there was some special authorization. Wells could be closer together.
- Council inquired how the owner of lot six would be impacted by having two wells on his property.
 - Staff stated the lot line was shifting so that the second well on lot six would now be on lot seven.
 - Council inquired if that meant the lot would be less than an acre.
 - Staff stated that the lot line had been adjusted to ensure that there was one acre minimum on each lot.

Mayor Miller opened the Public Hearing.

There were no requests to speak

Mayor Miller closed the Public Hearing.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to approve the amended final plat for the Del Sol South Subdivision to adjust the lot line between Lots 6R (APN 306-18-165) and 7R (APN 306-18-166) to accommodate an erroneously placed well, subject to the following stipulations: strict compliance with Maintenance Improvement District No. MID-2022-01; and satisfaction of all reviewer comments prior to signing the amended final plat and recording it with the Yavapai County Recorder.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

- d. Public hearing, consideration, and possible action to approve Ordinance No. 2024-942 to rezone 14.23 acres from Commercial Light (CL) to Agricultural Residential 4-acre (AR-4) at 700 West Road 5 1/2 North, Chino Valley, Arizona.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance 2024-924

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

- The request was from Travis and Lisa Bates to rezone from Commercial Light (CL) to Agricultural Residential - 4 acre minimum (AR4).
- The request was in conformance with the 2040 General Plan which designated the area as Ranch/Agricultural (RA) which was a 1 dwelling unit for every 4 acre minimum.
- The existing land use was a single family residence allowed in the CL zoning district through a Conditional User Permit approved by Council last year.
- P&Z forwarded a recommendation of approval with a 7/0 vote.

Council and staff discussed the following:

- Council wanted to clarify the number of the Ordinance.
 - Staff stated it was Ordinance No. 2024-942.

Mayor Miller opened the Public Hearing.

There were no requests to speak.

Mayor Miller closed the Public Hearing.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to approve Ordinance 2024-942 to rezone 14.23 acres from CL to AR-4.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

- e. Public hearing, consideration, and possible action to approve Ordinance No. 2024-943 to amend the Unified Development Ordinance, to create Section 4.32 - Metal Storage Containers.

Laurie Lineberry, Development Services Director, presented the following:

- There were a lot of requests to allow containers to store personal and farm items. Staff was proposing to add a section to the General Regulations that defined metal storage containers and identified which zones they would be permitted in, how many containers would be allowed on each lot, and provisions to ensure compatibility onsite and with neighboring properties.
- The use of metal storage containers had been discussed with Council, staff, and P&Z since 2018. Ms. Lineberry researched all the past minutes regarding the matter and presented them in the staff report, grouped by topics of the issues that were brought up, many of which were conflicting.
- Prior years councils and staff focused on the containers being structures which caused most of the issues over the five years it was discussed. Staff was proposing to consider them as an accessory use only. If that were the case staff could review and issue approval over the counter on the same day.
- The development standards would include:
 - For storage only, occupancy would not be allowed
 - The primary use must be another use. Cargo containers would not be allowed on vacant lots.
 - No allowance of plumbing and electrical.
 - Not to be placed in known retention or flood areas.
 - Not placed in required off street parking spaces.
 - No stacking of units.
 - No signage or graffiti.
 - Must be a solid color unit.
- The process of obtaining an over the counter permit would take the following steps:
 - The applicant would provide their address
 - Development Services would pull up the parcel via assessor's data and provide the site plan including measurements and where the container could be placed ensuring setbacks were met.
 - Development Services would stamp it and the applicant could be on their way.
- The 2024 building codes included a section for shipping containers which gave provisions for altering them so that people could live in them. Staff would be looking at the codes this summer and would bring that to Council before the end of the year to see if they would like to allow inhabitation. The process would change should the Council choose to adopt such provisions.
- Provided Council with a chart of what P&Z recommended for number of units based on zoning designation versus what the Council had discussed several years ago and what the County allowed.

Council and staff discussed the following:

- Council inquired if all those with containers now would be grandfathered in.
 - Staff stated that was correct.

- Council inquired if the Grandfathered units would still have to paint them?
 - Andrew McGuire, Town Attorney, stated that the question would be whether the color of a container was a legal non-conforming use. Many of the containers in use now were non-conforming uses that were permitted previously. Changing the rules now opens Pandora's box and so was often advised to say that they don't have to be painted if they were pre-existing this Ordinance.
- Council clarified that anyone putting a container on their property right now was illegal and this would allow people to do that without alterations to the unit other than paint? But the ordinance could be adjusted down the road?
 - Staff stated that was correct.
- Council inquired what the fee for the permit for a 40 foot container would be.
- Staff stated there would be no cost for the permit.
- Council clarified that a two and a half acre parcel would be allowed to have four 20 foot containers or two 40 foot containers.
 - Staff stated it would depend on whether Council approved the P&Z recommendation or previous Council formula.
- Council inquired if the existing rules would require a permit if the homeowner wanted to install vents on the unit?
 - Staff stated it would depend.
 - One councilmember suggested an edit to the Ordinance that would allow people to install ventilation without initiating a permit.
 - Staff stated they would need to define what ventilation was as some might interpret it as an HVAC system.
- Council clarified that the setbacks were the same as regular buildings.
 - Staff stated that was correct.
- Council inquired about putting a cover over two containers.
 - Staff stated that would make it a structure and require a building permit. There were some of these in Town and some of them had building permits.

Mayor Miller opened the Public Hearing.

Ed Bloomfield presented the following:

- He had seven containers next to his house and he was concerned about the grandfather clause that would allow them all. He didn't feel that people should be told to paint the boxes and was concerned that next people would be told to paint their houses and he felt that wasn't right. Some people needed containers and used them for storage, but he had to build a \$270,000 shop so he wouldn't have seven containers on his property.

Rachelle Fernow presented the following:

- She was curious if there was a point where the grandfather clause no longer applied. For instance, if the owner with seven containers decided to add another would he be frozen at seven or would he have to go through the proper process and at that point be required to remove boxes? She did not feel the over the counter process gave consideration to neighbors and wondered if setbacks would be observed. There was also mention of ventilation and she felt the verbiage should include no ventilation requiring power. She mentioned a project on Road 4 North and SR 89 just came in and

was in direct violation of this. She felt this all seemed like a mess and she didn't have appreciation for people doing whatever they wanted on their property and wasting time writing ordinances such as this one.

Charlie Bloomfield presented the following:

- He was curious what the primary use on commercial property would be considered? He had found an amendment to code from November 9, 2006 (Ordinance 06-678) which talked about containers in this area.

Dana Blake presented the following:

- She wanted to know the minimum separation between containers and if they were allowed to be abutted to make a larger structure. She also wanted to know the separation distance from the box to the house/septic/water lines/neighbor's property. She inquired if anyone on Council would want to be the neighbor of someone with a temporary bright blue box. She agreed that the containers were great for storage, but there needed to be consideration for the actual use of them and the type of property. She also felt that there needed to be consideration for wildlife impacts. She also wondered why there was no charge for the permit when that money could go back into the Town.

Robert Switzer presented the following:

- The P&Z recommendation was 5/2. The two no votes wanted the code to be closer to the county code for residential uses.

Ed Bloomfield presented the following:

- In response to the comments about permits, he believed he had the two only permitted containers in town on his heavy commercial property. He wondered if heavy commercial properties were going to be told that they couldn't have them.

Charlie Bloomfield presented the following:

- He provided a copy of the ordinance mentioned earlier to the Council. He wanted to know what was going to be considered an alteration on the containers. Some alterations came from the manufacturers such as roll up doors.

Mayor Miller closed the Public Hearing.

Council and staff discussed the following:

- Council requested staff to answer the question about Commercial Heavy properities.
 - Staff stated the table provided listed every zoning district and identified what size container or none could be placed. It included residential, commercial, industrial, public land, open space, multi-family, mobile home parks, etc.
- Council asked staff to clarify what was considered an alteration.
 - Staff stated that if the manufacturer made them with a specific door and it was not sent to someone who alters and sells them it would be accepted. If the homeowner took their welding torch and cut out a window it would then be considered altered.

- Council inquired what would happen with the neighbor with seven containers.
 - Staff stated that the term legal non-conforming was used which would mean that it was permitted when it was originally placed. Staff stated that they did not believe they had any tracking of any of that information at Development Services.
 - Council inquired what the Town would be able to do about the containers if this ordinance was passed.
 - Andrew McGuire, Town Attorney, stated that grandfathering was an issue that would have to be addressed as part of the Ordinance. Legal non-conforming use meant that the containers were permitted and then the rules changed making them "illegal." The Town probably had a blend of illegally placed and too many placed which would not gather any non-conforming rights. If they were going to grandfather everything, they wouldn't worry about legal non-conforming as everything would be grandfathered as is. The issue was that if there was not a tracking mechanism or any record of them, there would be no way to know where the Town was on day one. Staff was trying to figure out how they would go back and enforce if they didn't know who was there legally and who wasn't. Part of the problem was that they were allowed in the County before the Town was incorporated and some of those would be legal non-conforming uses. Some of them may have been legal in the County, and then they were brought into the Town where they were no longer legal. Therefore, staff was recommending a clean sweep grandfather to have a ground zero.
- Council inquired if staff had researched Ordinance 06-678 and if it was still in effect.
 - Staff stated they did not believe it was still in effect, but they did not go back that far as they were told that the Town had approved containers and then they decided no more.
 - Staff pointed out that the ordinance provided was an amendment to some of the Town Code.
 - Council stated that some of the ordinance concurred with a lot of what was being recommended, but some was completely off.
- The requirement of painting the container came back up and staff relayed that the point was to make them blend in and they should match the main building, or the surrounding terrain.
- Location was discussed again reiterating that they would be set at the back of the lot and setbacks would be observed and enforced.
- Council inquired if separation was addressed in the ordinance.
 - Staff stated it was not, but the units could not be hooked together.
- Council inquired about effects on property values.
 - Staff stated that the idea was if Council followed the recommendation of P&Z that you would reduce the potential for it to have negative value on property.
- Council inquired as to the reasoning for not charging a fee.
 - Staff stated they do not currently have a fee for that. Finance was updating town-wide fees, and it may be updated at that point.
- One councilmember felt that they either needed to get an ordinance in place, or ban containers and enforce it.
- Staff referred to the property on Road 4 North and State Route 89 that had just brought in a number of containers and stated that they had a Code Enforcement case open with

them now.

- Council inquired if Code Enforcement was going to start making people paint their existing containers.
 - Staff stated that if Council set a time limit to have them painted to be in compliance, that would require them to be painted.
 - Andrew McGuire, Town Attorney, stated that the Council could put whatever conditions they wanted. It would be difficult for someone to prove that their unit was legally placed unless they had a Conditional Use Permit or otherwise. Legal non-conforming use status was a defense to enforcement, not a free-standing right. If the Council wanted to have grandfather provisions to phase in, those would be applied to all containers currently existing or otherwise. This would address lots that had more than the number permitted and have existing units painted over some period of time. The ordinance did not currently have that provision. It would have to be included in the codified version.
- Council stated that the public interest seemed to be where the containers were located, what they looked like, and how many the Town would allow. The Council needed to decide if they would adopt the P&Z recommendations or a combination of the previous Council and the County. The ordinance did not address all of those factors.
- One councilmember inquired if there was a mechanism to note which ones were already pre-existing so that people don't start sneaking them in.
 - Staff stated that was in process and they have aerial photographs from past years so they can find a number of them unless they were hiding under a tree.
- Council discussed their individual positions on the matter.
- Council requested suggested language from the Town Attorney regarding grandfather clauses.
 - Andrew McGuire, Town Attorney, stated that grandfathering clauses were all over the board with varying degrees of tolerance for non-conformity. The Council would need to consider what amount of time would be sufficient for compliance, and also feasible in terms of enforcement.
- Council inquired if a phased approach wherein the Town staff would identify properties with potential violations, notify in writing, and give six months to come into compliance would work for Town staff.
 - Staff stated that would work for them.
 - One councilmember stated that six months didn't seem like enough time.
- Council discussed continuing the item to another meeting.

MOVED by Councilmember John McCafferty, seconded by Mayor Jack Miller to continue to April 9th to incorporate a grandfathering provision with a one year compliance requirement and staff to identify and notify to come into compliance.

AYE: Mayor Jack Miller, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Vice-Mayor Tom Armstrong, Councilmember Robert Schacherer

4 - 2 Passed

- f. Consideration and possible action to adopt Resolution No. 2024-1247 disbanding and dissolving the Roads and Streets Committee and the Water and Utilities Subcommittee; and adopt Resolution No. 2024-1248 establishing a Capital Improvement Program Citizen's Advisory Committee.

Recommended Action: Adopt Resolution No. 2024-1247 disbanding and dissolving the Roads and Streets Committee and the Water and Utilities Subcommittee; and adopt Resolution No. 2024-1248 establishing a Capital Improvement Program Citizen's Advisory Committee.

Terri Denemy, Assistant to the Town Manager, presented the following:

- This item was the result of several concepts that Council had brought forth regarding increasing citizen involvement and having more transparency.
- The Town's process had evolved to a need more formal CIP program. The next step was to involve citizens in making decisions about where large funds would be spent through the Capital Improvement Program Citizen's Advisory Committee (CIPCAC).
- The Town had two infrastructure related committees that staff proposed be replaced by the CIPCAC. Disbanding those committees was not to remove Council vote or input, but rather to allow all members of Council to receive the same level of information. Staff felt this was important for good decision-making.
- This would engage the citizens more and uphold the Town values of safety, integrity, honesty, transparency, and communication.
- The committee would be appointed by council and comprised of citizens who reside, do business in, have purposeful connection to the Town, and are served by the Town's water, sewer, and streets. The committee's recommendations would be brought to Council so they know what the citizens were asking for.

Council and staff discussed the following:

- One councilmember stated that he would like the membership to be kept to Chino Valley residents and no one else.
 - Other councilmembers thought that business owners warranted a position on the CIPCAC as they help fund capital improvement projects. Many of them were actively involved in the community.
 - Staff stated that the Appointments Subcommittee would review the applications and could consider those aspects if they left it open. Restricting it would remove that option.
- One councilmember stated that he never viewed Water & Utilities as a CIP only, but also to review where the Town was on water management, PFAS studies, etc. He liked the idea of the CIPs being consolidated, but didn't like the lack of information that Water & Utilities provided as a follow up.
 - Staff stated that those items would be brought to Council as a whole via Study Sessions, rather than just select members.
- Council inquired how often the CIPCAC would be meeting.
 - Staff stated that the committee would meet annually during the budget process.
- Council inquired about the timeline for the CIPCAC's first meeting.
 - Staff stated that they were looking to enact it immediately and have a CIP committee in place for this budget session and have a meeting scheduled for mid-May.

- Council inquired if there would be councilmembers on the CIPCAC.
 - Staff stated that it would be a citizen body only.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to adopt Resolution No. 2024-1247 disbanding and dissolving the Roads and Streets Committee and the Water and Utilities Subcommittee; and adopt Resolution No. 2024-1248 establishing a Capital Improvement Program Citizen's Advisory Committee.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Councilmember Robert Schacherer

5 - 1 Passed

- g. Second public hearing regarding Resolution No. 2024-1243, proposing an extension to the alternative expenditure limitation - Home Rule option.

Recommended Action: Hold second public hearing on Resolution No. 2024-1243.

Katie Pehl, Finance Director, presented the following:

- As discussed at the March 12th meeting, the alternative expenditure limitation - Home Rule option was being recommended to be placed on the ballot. This would allow the Town to analyze and spend the revenues it actually received rather than being restricted to the state limitation.
- This was the second public hearing in that process.
- After the Public Hearing Council would convene a special meeting to vote on the item to officially place it on the July 30, 2024, ballot.

Mayor Miller opened the Public Hearing.

There were no requests to speak.

Mayor Miller closed the Public Hearing.

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Tom Armstrong to adjourn the meeting at 7:35 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously



TOWN COUNCIL NOTICE & AGENDA

**SPECIAL MEETING
TUESDAY, MARCH 26, 2024
5:00 PM**

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

AGENDA

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 7:35 p.m.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: Annie Perkins

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Douglas Hawk (Sgt. at Arms); Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Consideration and possible action to approve Resolution No. 2024-1243, proposing an extension to the alternative expenditure limitation - Home Rule option.

There was no discussion on this item.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve Resolution No. 2024-1243, proposing an extension to the alternative expenditure limitation - Home Rule option.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

3. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Tom Armstrong to adjourn the meeting at 7:36 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

Jack W. Miller, 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 Executive Session, Study Session, Regular Meeting, and Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 26th day of March, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 4/23/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to ratify the emergency execution of a \$9,770 change order from Arizona Foundation Solutions for additional costs associated with stabilizing and lifting the Aquatic Center building slab and foundation, bringing the project's total cost to \$55,770.

SUMMARY:

The Aquatic Center Building, located at 1615 North Road 1 East, was constructed approximately 20 years ago. Recently, Facilities staff noticed cracking in the west wall and floor tile. Engineering staff reached out to Arizona Foundation Solutions to provide a building assessment to determine if the building had settled. Their assessment indicated that the western section of the building had in fact settled up to approximately two inches. To keep the building from settling further and raise the slab, Arizona Foundation Solutions proposed the following remedies:

- Install 22 hydraulically driven push piers (up to 20' deep each) attached to the building's foundation along the western section of the building
- Inject high density polyurethane material (up to 725 lbs) beneath the slab in the western section of the building in order to lift the slab

The total proposed cost for the work was \$46,000.

During construction, additional work was deemed necessary as follows:

- Installation of 1 helical pier in front of the western double doors (\$1,400)
- Remove and replace existing concrete sidewalk (2 locations, \$400)
- Additional depth on the push piers (186 LF, \$8,370)
- Credit for approx 50 lbs of unused high density polyurethane (-\$400)

The total change order cost is \$9,770 for a total construction cost of \$55,770.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Ratify the emergency execution of a \$9,770 change order from Arizona Foundation Solutions for additional costs associated with stabilizing and lifting the Aquatic Center building slab and foundation, bringing the project's total cost to \$55,770.

FISCAL IMPACT?

Available budget: Capital Improvement Fund - General (Misc. Capital Projects)	\$2,000,000.00
Less previously approved item: Current Contract - Arizona Foundation Solutions, LLC	-46,000.00
Less this approval item: Change Order: Contract - Arizona Foundation Solutions, LLC	<u>-9,770.00</u>
Remaining budget: Capital Improvement Fund - General (Misc. Capital Projects)	\$1,944,230.00

ATTACHMENTS:

1.	Chino Valley Aquatic center - proposal 0213
2.	CV Aquatic Repair Plan
3.	CV Aquatic Center - CO#1 signed
4.	CV Aquatic Center - Invoice



Arizona Foundation Solutions
AZ License# ROC348728
3125 S. 52nd St Tempe, AZ 85282
Contact: Melissa Montano
Cell: (602) 339-7446
Email: melissa@azrm.net
Fax: 602-470-1324
www.foundationrepairsaz.com

Approved By: 
Date: 2/27/2024
PO #:
Account #: 05-90-5430
Amount: \$46,000.00

SUBMITTED TO:

Town of Chino Valley
1615 N Road 1 East
Chino Valley, AZ 86323

Bruce Cooper

Email: bcooper@chinoaz.net

BID SUMMARY

Project Name: Chino Valley Aquatic Center

Project Location: 1615 N Road 1 East Chino Valley, AZ 86323

Bid Date: February 14, 2024

BID AMOUNT

\$46,000.00

SCOPE OF WORK

This bid submittal includes all labor, materials, equipment and site supervision required to install Push Piers/PolyLEVEL as specified for the above referenced project per plans. Proposal is based on data collected during site visit and to address immediate concerns.

PRODUCTS

(22) PP288 Push Piers (Galvanized)

- (22) Low-Profile Underpinning Bracket w/ 48" Sleeve
- (22) PP288 4' Starter Tube
- (132) PP288 3' Pier Tube
- (2) Angle Iron, Angle Iron

PolyLEVEL

- (725) Pounds of PL250H - PolyLEVEL two-part high density (2.5lb) polyurethane foam system

INSTALLATION

PP288 Push Piers (Galvanized)

- Excavate to bottom of foundation, clean and prepare footing, install retrofit foundation bracket.
- Hydraulically drive pier sections to an approximate depth of 20 feet, or load bearing strata. Install each pile to the specified design load needed to stabilize/lift the structure.
- Lock the pier system in place and backfill previously excavated soils. Leave the area "landscape ready" (final landscaping to be completed by others).
- AZFS to utilize angle iron/beams at front entry to span length and capacity of piers.

PolyLEVEL

- Layout and mark injection locations, drill 5/8" holes through slab and install injection ports.
- Inject PolyLEVEL material at rates necessary to fill voids, stabilize and lift slabs as necessary.
- Remove injection ports and fill access holes with suitable grout material, and clean up work area.

QUALIFICATIONS

PP288 Push Piers (Galvanized)

- An additional charge of \$65 per foot will be added if piers must be installed to a depth more than (20 feet) in order to reach the design load.
- If any piers are needed beyond what is stated in this proposal or shown on the drawings, an additional charge of \$1400 will be added per pier, for a depth up to 20 feet. Additional piers will only be installed following client approval.
- AZFS assumes normal construction and concrete thickness for purpose of this contract and that such construction meets standard municipal building codes. If the existing construction and/or concrete are not of normal construction, previously repaired, and/or does not meet the standard municipal building codes; or if the previous underpins/piers, and/or inadvertent rock, or fill debris are encountered, an additional charge will be required to prepare the affected area for proper installation. AZFS is not responsible for defects in original building materials or materials not installed by AZFS. Customer(s) agree to pay such an additional charge pursuant to this contract if the above described events are encountered.
- AZFS will remove and replace concrete at front entry for pier installation.

PolyLEVEL

- A pumping unit capable of injecting high density polyurethane material beneath the slab will be utilized. The pumping unit will be capable of controlling the rate of flow of material as required to lift the slabs in a gradual and controlled manner.
- The pumping unit will be equipped with a stroke counter that determines pounds of material used.
- The General Contractor/Owner is responsible for providing necessary lighting for proper installation.
- If additional material is needed beyond what is stated in this proposal (725 lbs), an additional charge of \$8.00 will be added per pound of material used. Additional material will only be installed following client approval.
- Proposal is based upon a site inspection without extensive information or knowledge of original construction or previous repairs. At times we encounter various obstacles or attempted repairs that impede our progress. These repairs may or may not be known to the Owner. We will do what is necessary to avoid such obstacles, however, if extra work involving additional manpower or trades are required, we will contact the Owner immediately to discuss how the work shall progress.
- Due to the nature of the work, we can not guarantee a perfect lift, however we will lift as close as possible to the desired lift height/benchmark. Additional measures could be taken to help lift, but would be at an additional cost to the client.

Other Qualifications

- The general contractor is responsible for providing proper access for Arizona Foundation Solutions AZ License# ROC348728's installation equipment.
- If Arizona Foundation Solutions AZ License# ROC348728 should encounter impassible unforeseen obstructions during pier installation, we will contact the owner to discuss the best alternative installation procedure. Core drilling or pier relocation are typical options.
- If pre-drilling is required, an additional cost of \$450 will be charged per Push Pier.
- Due to the lack of proper soil information, Arizona Foundation Solutions AZ License# ROC348728 reserves the right to change the pile configuration and associated costs based upon actual site conditions in order to achieve the required pile capacities.
- Stamped engineered drawings included as well as special inspections.
- Lead time for crew & product is three weeks after signed contract and approved drawings.
- A deposit amount of 25% will be required prior to procuring materials and locking in inventory pricing.
- AZFS reserves the right to pre-lien the project in accordance with state law.
- Payment terms are net 30.
- If during pier installation, subsurface conditions of a type and location are encountered of a frequency that were not reported, inferred and/or expected at the time of preparation of the bid, the additional costs required to overcome such conditions shall be considered as extras to be paid for.



Arizona Foundation Solutions
AZ License# ROC348728
3125 S. 52nd St Tempe, AZ 85282
Contact: Melissa Montano
Cell: (602) 339-7446
Email: melissa@azrm.net
Fax:602-470-1324
www.foundationrepairsaz.com

SUBMITTED TO:

Town of Chino Valley
1615 N Road 1 East
Chino Valley, AZ 86323

Bruce Cooper

Email: bcooper@chinoaz.net

BID SUMMARY

Project Name: Chino Valley Aquatic Center

Project Location: 1615 N Road 1 East Chino Valley, AZ 86323

Bid Date: February 14, 2024

BID AMOUNT

\$46,000.00

EXCLUSIONS

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Purchase, placement, and compaction of fill soils.
- Additional insurance coverage beyond AZFS standard coverage.
- Structural or cosmetic damages due to the installation process.
- Floor removal and replacement

Arizona Foundation Solutions
AZ License# ROC348728

SIGNATURE: _____

DATE: _____

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your service charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. **My signature indicates that I accept the terms of this Proposal.

SIGNATURE: _____

DATE: _____

1. Any capitalized term not defined in these Terms and Conditions shall have the meaning ascribed to it elsewhere in this Agreement.

2. AZFS shall use its diligent efforts to perform the Work; shall supervise and direct the Work; and shall be solely responsible for and have control over the construction means methods, techniques, sequences, and procedures, and for coordinating the Work.

3. As compensation for the Work, Customer shall pay AZFS the Contract Price, subject to adjustment as provided in this Agreement. Unless expressly stated otherwise in the Proposal, (a) the Contract Price does not include, and Customer shall be solely responsible for, all taxes applicable to the Work and (b) Customer shall secure and pay for all permits, approvals, easements, assessments, and fees required for the Work.

4. Before commencement of the Work, AZFS and Customer shall agree on a commencement date and on a schedule for the Work. Customer acknowledges that the Contract Time and contract schedules are estimates. AZFS shall make reasonable efforts to complete the Work within the Contract Time and pursuant to the contract schedule, but AZFS shall not be liable to Customer for any delay in completing the Work. If AZFS is delayed at any time in the commencement or progress of the Work by any cause beyond the reasonable control of AZFS, AZFS shall be entitled to an equitable extension of the Contract Time and, if AZFS incurs additional cost as a result of any such delay, AZFS shall be entitled to an equitable adjustment of the Contract Price.

5. All changes to the Work shall be made by written change order signed and dated by AZFS and Customer. Change orders signed and dated after implementation of the change shall have the same force and effect as change orders signed and dated before the change is made.

6. Customer shall pay AZFS the Deposit prior to AZFS commencement of the Work, and Customer shall pay the balance of the Contract Price no later than 30 days from the date of AZFS invoice for all or that portion of the Work performed and specified in the invoice. Customer shall pay interest on all late payments at the lesser of 1.33% per month or the highest rate permissible under applicable law. Customer shall also reimburse AZFS for all costs reasonably incurred in collecting any late payments.

7. If Customer fails to make payment within its due date as provided this Agreement, or otherwise materially breaches this Agreement, AZFS may either stop Work until same is remedied or terminate this Agreement. Upon any such termination, AZFS shall be entitled to recover payment for all Work actually performed, plus profit that would have been earned on any unperformed Work. Customer may not suspend payment or terminate this Agreement unless AZFS has materially breached this Agreement and has failed to cure such breach within 30 days after written notice provided by Customer.

8. AZFS provides the following express limited warranty ("Limited Warranty") for the Work: (a) for that portion of the Work consisting of the Installation (as defined on the Proposal) of a Product (as defined on the Proposal) for which a Product Limited Warranty is incorporated by the Proposal, AZFS provides only such Product Limited Warranty; and (b) for all other portions of the Work, AZFS warrants that (i) such Work shall be completed in a workman-like manner and in compliance with applicable laws; (ii) such Work shall conform to the Agreement; and (iii) for a period of twelve months following AZFS completion of such Work, AZFS, as Customer's sole remedy under this limited warranty, will promptly correct any such Work which does not conform to the Agreement at AZFS cost.

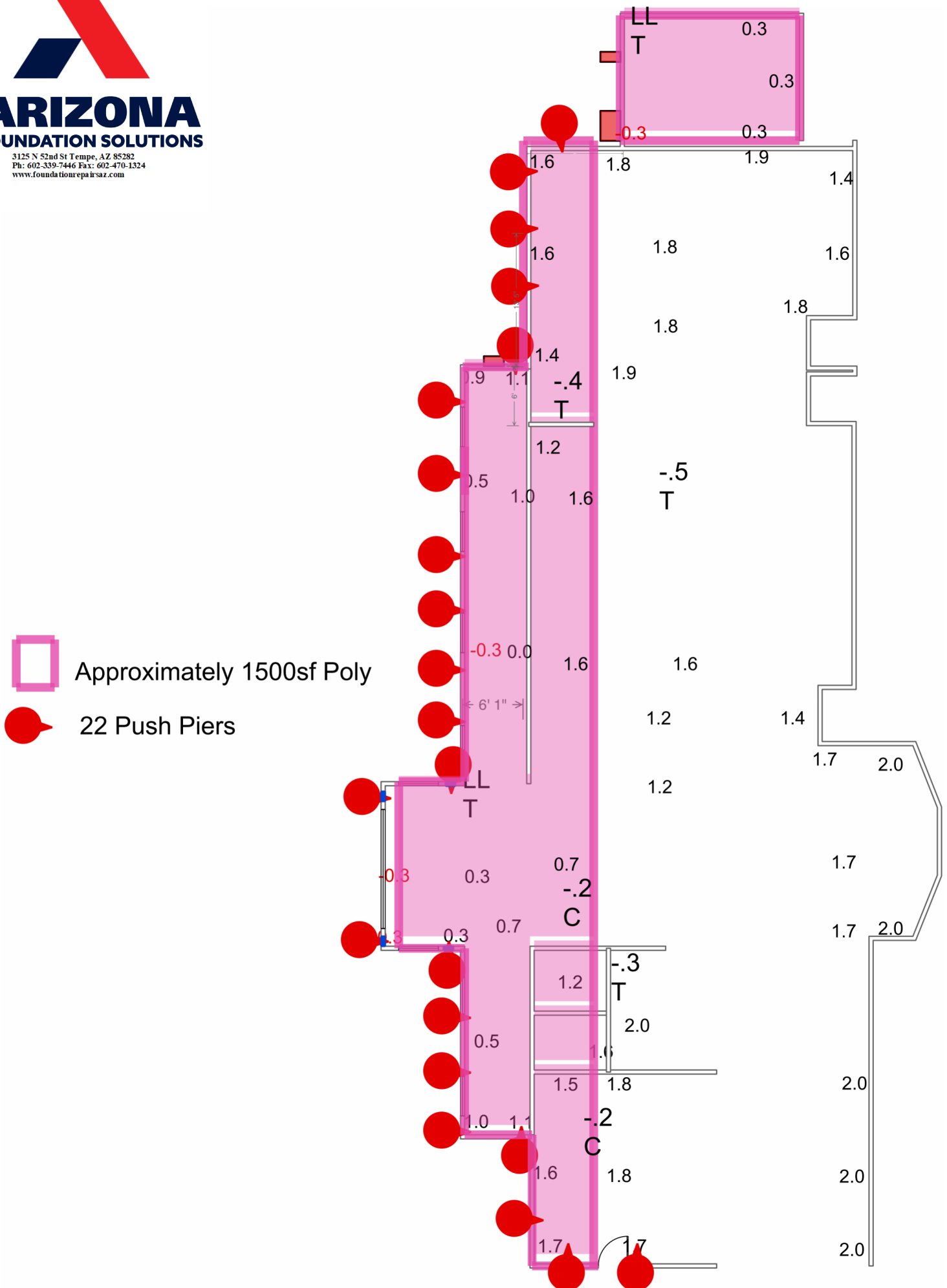
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS SPECIFICALLY SET FORTH IN THE LIMITED WARRANTY, AZFS HAS NEITHER MADE NOR MAKES ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND/OR WARRANTIES EXPRESSED OR IMPLIED, TO CUSTOMER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF USAGE, HABITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE WHATSOEVER OR WARRANTIES OF MERCHANTABILITY. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND CONFIRMS THE RELEASE OF ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE "LIMITED WARRANTY".

9. If any condition encountered at the Project Site is (a) a subsurface or other physical condition which is materially different from those indicated in the Agreement or (b) an unusual and unknown physical condition which is materially different from the conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Agreement, AZFS may suspend or terminate this Agreement. If AZFS elects to proceed with the Work, AZFS shall be entitled to an equitable adjustment of the Contract Price and the Contract Time required as a result of the unknown condition.

10. AZFS shall provide general commercial liability and worker's compensation insurance covering injuries to its employees and others incurring loss or injury as a result of the negligent acts of AZFS, its employees, or subcontractors. Customer shall purchase and maintain property insurance on the building(s) at the Project Site at which the Work is performed. Customer waives subrogation against AZFS and its subcontractors for damages caused by risks covered by such property insurance, and Customer agrees to bear all costs attributable to failure to procure such property insurance.

11. Customer waives all claims against AZFS for any consequential, indirect, or incidental damages that may arise out of or relate to this Agreement, including without limitation, any damages or lost profits due to delay, downtime, or damage to merchandize, inventory, or other personal property.

12. AZFS may at its discretion engage subcontractors to perform services under this Agreement, but AZFS will remain responsible for proper completion of this Agreement. This Agreement represents the entire and integrated agreement between AZFS and Customer and supersedes all prior negotiations, representations, or agreements, either written or oral. Customer may not assign this Agreement in whole or part. This Agreement is governed by the laws of the State of Arizona. Customer and AZFS each submit to the exclusive jurisdiction of the state and federal courts sitting in Arizona and agree to bring any action, litigation, or proceeding only in the state or federal courts sitting in Arizona. Any notice given hereunder shall be directed to the receiving party at its address shown below such party's signature on the Proposal unless such address is changed in writing. Notices shall be effective upon transmission by any effective means, including US postal service, overnight delivery service, or email.





CHANGE ORDER

Date: March 29, 2024
Comm. Category:
Job No. PR127112

3125 S 52nd St
Tempe, AZ 85282

Client Name:	Town of Chino Valley Aquatic Center	Change Order #: 1
Client Contact:	Bruce Cooper	Project Name: Town of Chino Valley Aquatic Center
Client Phone:	928-710-1807	Project Location: Town of Chino Valley Aquatic Center
Client Email:	bcooper@chinoaz.net	

Proposal: Described below are proposed products/services to be added to the customer's original agreement ("agreement") with Thrasher, Inc.

AZFS to provide all labor, equipment and material to Project, outside of original scope - (1) Helical Pier \$1,400; (2) concrete removal and replacements \$400, 186lf depth overage at \$45 per foot.

Current Change Order Amount	\$10,170
Original Contract Price: \$	46,000.00
Previous Change Order Amount:	
Revised Contract Amount: \$	56,170.00

Melissa Montano, AZFS

Commercial Project Manager

Date

I authorize and instruct Thrasher, Inc. to add the above products/services to the work specified in the Agreement. I understand and agree that by signing below, this proposal is incorporated in to the terms of the Agreement. If I am not the original signer of the Agreement, I certify that I have authority from the original signer to sign this proposal and authorize the work specified herein.

Bruce Cooper
Bruce Cooper

Project Manager
Title

4-02-24
Date



Invoice

Customer ID: PR127112
Date: 4/8/2024

Arizona Foundation Solutions

3125 S 52nd St
Tempe, AZ 85282
Phone: (602) 470-1311
Fax:
Email: melissa@azrm.net

TO
Town of Chino Valley Aquatic Center
and Bruce Cooper
1615 N Rd 1 East
Chino Valley, AZ 86323

Item	Description	Total
Service		\$ 1,000.00
		\$ 7,072.86
Foundation Repair		\$ 37,927.14
Foundation Repair		\$ 1,400.00
Foundation Repair		\$ 400.00
		\$ 8,370.00
	Credit for no Poly in one Office	\$ -400.00

Total \$ 55,770.00

Receipts & Adjustments \$ 11,500.00

Balance Due \$ 44,270.00

From:
Town of Chino Valley Aquatic Center
and Bruce Cooper
1615 N Rd 1 East
Chino Valley, AZ 86323

Customer ID	PR127112
Date	
Amount Due	\$ 44,270.00
Amount Enclosed	\$

Mail To:
Arizona Foundation Solutions
3125 S 52nd St
Tempe, AZ 85282



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 4/23/2024
CONTACT PERSON: Joshua McIntire, Deputy Chief of Police
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt the Town of Chino Valley Emergency Operations Plan.

SUMMARY:

This plan was created in conjunction with the Yavapai County Office of Emergency Management and meets all the requirements of our current Intergovernmental Agreement with them. **IGA Section 2, subsection “a” states: Develop or adopt, publish and distribute an EOP which is complementary to and compatible with the County’s EOP.** The current IGA is good until 2025.

The EOP addresses the Town of Chino Valley’s roles and responsibilities in certain emergencies associated with natural disasters, technological incidents, and human-caused emergencies. It provides a framework for coordination of response and recovery efforts within the Town of Chino Valley’s jurisdiction, in coordination with local, state, tribal, and federal agencies, and as such, adopts the National Incident Management System (NIMS) and Incident Command System (ICS) for response.

The EOP is not meant to be a step-by-step response to individual emergencies but should serve as the all-hazards approach to any emergency.

The EOP has been reviewed by the Yavapai County Office of Emergency Management, as well as our town attorney. Both entities agree the EOP meets all needed standards.

PREVIOUS ACTION:

Council approved the Arizona Mutual Aid Compact on December 12, 2023, and approved the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan on January 24, 2024.

STAFF RECOMMENDATION:

Adopt the Town of Chino Valley Emergency Operations Plan.

FISCAL IMPACT?

There is no direct financial impact associated with this item.

ATTACHMENTS:

1.	CV Emergency Operations Plan 2024
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TOWN OF CHINO VALLEY

EMERGENCY OPERATIONS PLAN

2024 EDITION



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Approval and Promulgation

The Town of Chino Valley hereby adopts and accepts the Yavapai County Office of Emergency Management (YCOEM) Emergency Operations Plan (EOP) as its response plan, with all provisions, policies, authorities, and responsibilities.

The Town of Chino Valley EOP is coordinated with the Yavapai County EOP and the Arizona State Emergency Response and Recovery Plan (SERRP) and sets forth the specific delegation of authority and outlines the roles and responsibilities of the Town of Chino Valley personnel and resources in the event of an emergency.

The EOP is developed in accordance with the Federal Emergency Management Agency (FEMA) Comprehensive Planning Guide (CPG)-101, and Arizona Revised Statutes (A.R.S.) Title 26, Military Affairs and Emergency Management, Chapter 2, Emergency Management, Article 1 General Provisions, and Arizona Revised Statutes (A.R.S.) § 26-308, **Powers of local government; local emergency management establishment; organization**, Paragraph D, which reads:

*“State emergency plans shall be in effect in each such political subdivision of the state. The governing body of each such political subdivision shall take such action as is necessary to carry out the provisions thereof, **including the development of additional emergency plans for the political subdivision in support of the state emergency plans.**”*

The Town of Chino Valley, in cooperation with the YCOEM, has prepared the Town of Chino Valley EOP to provide a framework for the allocation of resources for the benefit of the Town of Chino Valley and its civilian population in an emergency response.

The EOP addresses the Town of Chino Valley’s roles and responsibilities in certain emergencies associated with natural disasters, technological incidents, and human-caused emergencies. It provides a framework for coordination of response and recovery efforts within the Town of Chino Valley’s jurisdiction, in coordination with local, state, tribal, and federal agencies, and as such, adopts the National Incident Management System (NIMS) and Incident Command System (ICS) for response.

This plan supports NIMS, which is a nationwide incident management system enabling local, state, tribal, and federal governments, non-governmental organizations (NGOs), and the private sector to work together effectively and efficiently to prepare for, respond to, recover from, and mitigate domestic incidents regardless of cause, size, or complexity.

While no plan can prevent death and destruction, good plans carried out by knowledgeable and well-trained personnel can reduce losses. This plan establishes emergency organization and provides for the coordination of planning efforts of the various emergency staff and response organizations. The EOP provides authority and delineates specific roles and responsibilities of the participants during a response.

The Town of Chino Valley EOP will be reviewed regularly, but at a minimum annually, and revised as deemed appropriate to meet changing conditions. The Town of Chino Valley’s Emergency Manager (EM) is charged with the responsibility of coordinating this plan with input from all the Town of Chino Valley departments, response agencies, and involved partner organizations.

The Town of Chino Valley executive leadership directs that all the Town of Chino Valley’s Departments adopt the **“ONE TOWN CONCEPT FOR EMERGENCY RESPONSE.”** Defined as:

“The Town of Chino Valley will support response to emergencies when the people of the Town of Chino Valley, their homes, businesses, infrastructure, or environment is threatened by a hazard. Being one Town, any department will respond when requested.”

This plan supersedes the previous versions of the Town of Chino Valley’s EOP and it is ordered that the Town of Chino Valley's EOP be distributed, in accordance per the Record of Distribution.

The EOP is effective upon approval by the Town of Chino Valley Council.

Deputy Chief Joshua McIntire
Emergency Manager, Town of Chino Valley

Date

Approved by:

Jack Miller
Mayor, Town of Chino Valley

Date

Cindy Blackmore
Town Manager, Town of Chino Valley

Date

Erin Deskins
Clerk, Town of Chino Valley

Date

Andrew McGuire
Town Attorney, Town of Chino Valley

Date

RECORD OF CHANGES

The Town of Chino Valley Police Department maintains the EOP as a living document intended to be continuously reviewed and revised, with input from all stakeholders, to guarantee the most current plan possible. A record of plan updates follows:

PLAN RECORD OF CHANGES			
Date	Summary of Changes	Plan Section	Entry Made By

RECORD OF DISTRIBUTION

Upon initial approval of the Town of Chino Valley EOP by all parties, the Town of Chino Valley EM shall ensure prompt distribution of the plan to the following agencies and organizations:

Hard Copy Distribution: Digital Distribution:

Town of Chino Valley
 Town of Chino Valley Mayor
 Town of Chino Valley Town Council
 Town of Chino Valley Town Manager
 Town of Chino Valley Police Department
 Town of Chino Valley Attorney
 Town of Chino Valley Public Works
 Town of Chino Valley Finance Director
 Town of Chino Valley Development Services
 Town of Chino Valley Management Information Systems
 Yavapai County Health Services
 Yavapai County Flood Control
 Yavapai County Medical Examiner's Office

Local Governments:

Town of Cottonwood
 Town of Prescott
 City of Sedona
 Town of Camp Verde
 Town of Clarkdale
 Town of Dewey-Humboldt
 Town of Jerome
 Town of Prescott Valley

County:

Yavapai County

State:

State of Arizona

Tribal Governments:

Yavapai-Apache Nation
 Yavapai-Prescott Indian Tribe

Other Agencies:

Arizona Department of Public Safety
 Arizona Department of Emergency and Military Affairs
 Yavapai College
 Fire Districts/Departments
 Law Enforcement Organizations
 Superintendent of Schools
 Verde Valley Medical Center
 Lifeline Ambulance
 U.S. Forest Service
 Arizona State Forestry Division
 The Salvation Army
 American Red Cross
 Animal Disaster Services
 ARES/RACES
 Yavapai County Community Organizations Active in Disaster

The Town of Chino Valley EM shall also ensure that all updates of this plan, approved by the Mayor of the Town of Chino Valley, are promptly distributed to the agencies and organizations listed.

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Chapter 1: Purpose, Scope, Situation, & Assumptions

1.1 INTRODUCTION

The Town of Chino Valley Emergency Operations Plan (EOP) is an **all-hazards** community plan which describes how the Town of Chino Valley will organize for response to emergency events, both internally to the town and externally to supporting agencies. The plan describes how various departments and organizations in the Town of Chino Valley will coordinate resources and activities.

The EOP is designed as a high-tier **Whole Community** document identifying town departments and partner entity **roles and responsibilities** during an emergency or disaster. Operational level details are left to the appropriate department procedure documents. The EOP integrates, supports, and is consistent with all applicable state and federal guidance, as listed in the Authorities and References section, and utilizes the National Incident Management System (NIMS) and the Incident Command System (ICS) as a basis for the all-hazards structure.

The EOP is intentionally modeled after the Arizona State Emergency Response and Recovery Plan (SERRP) to ensure the most effective and efficient integration of emergency operations across local, county, state, and federal levels of government. The EOP is also consistent with applicable 2022 Emergency Management Standard elements established by the Emergency Management Accreditation Program (EMAP) in order to align with national best practices and ensure a quality planning document.

The Town of Chino Valley Emergency Manager (EM) maintains this plan with its supporting documents, as well as the Emergency Operations Center (EOC), to coordinate responses to major incidents.

The Town of Chino Valley's Council directs that all town departments adopt the **ONE TOWN CONCEPT FOR EMERGENCY RESPONSE**.

The Town of Chino Valley's Emergency Management Program is governed by a wide range of laws, regulations, plans, and policies. The program is administered and coordinated by the Town of Chino Valley EM. The program receives its authority from the Arizona Revised Statutes (A.R.S.) and is aligned with the National Response Framework (NRF), Homeland Security Presidential Directive (HSPD) 5, National Incident Management System (NIMS), Incident Command System (ICS), the Arizona State Emergency Response and Recovery Plan (SERRP), and the Yavapai County EOP. Collectively, these documents provide planning and policy guidance and serve as foundational documents for the Town of Chino Valley's EOP.

ONE TOWN CONCEPT FOR EMERGENCY RESPONSE

The Town of Chino Valley will support response to emergencies when the people of the Town of Chino Valley, their homes, businesses, infrastructure, or environment is threatened by a hazard. Being one town, any department will respond when requested.

1.2 PURPOSE

The purpose of the Town of Chino Valley's EOP is to establish a framework for **all-hazards** response as it applies to the town's departments and partner organizations. The EOP:

- Attempts to prevent and/or minimize injuries and preserve property and resources within the Town of Chino Valley's jurisdiction by making use of all available manpower, equipment, and other resources as needed in the event of a natural, technological, or human-caused emergency.
- Provides authority and delineates **roles and responsibilities** in emergencies.

- Provides for direction, control, and the continuity of government in an emergency.
- Provides for the integration and coordination of resources and capabilities within the Town of Chino Valley's jurisdiction.
- Defines and coordinates the roles and responsibilities of the Town of Chino Valley, non-governmental organizations (NGOs), Community Organizations Active in Disaster (COAD), and private agencies for the preparation and conduct of emergency operations prior to, during, or after an incident.
- Provides a basis for the preparation of detailed Standard Operating Procedures (SOPs) and training by the Town of Chino Valley and support organizations assigned emergency responsibilities.
- Maintains alignment with NIMS and ICS, and implements and uses, as required, Multiagency Coordination System (MACS).

1.3 SCOPE

The Town of Chino Valley's EOP is an **all-hazards** plan, which identifies **roles and responsibilities** for Chino Valley's officials and provides them with guidance for supporting a response to natural, technological, or human-caused emergencies. In the event of an emergency within the Town of Chino Valley, this plan will be activated and will conclude when the danger to life, property, and the environment resulting from the emergency has ended, or the risk of the hazard has been determined manageable under normal operations, allowing for the resumption of normal everyday activities.

The Town of Chino Valley departments are under the direct supervision of the Town of Chino Valley Administration and are directed to cooperate with the implementation of the EOP for the support of disaster response activities.



The EOP assigns responsibilities to various departments, agencies, and personnel to ensure the most effective and timely response to any emergency that occurs within the Town of Chino Valley.

The Town of Chino Valley EOP may be activated when emergency conditions exist requiring emergency response by the following:

- Town of Chino Valley Council,
- Town of Chino Valley Manager,
- Town of Chino Valley Emergency Manager, and
- Town of Chino Valley Chief of Police.

1.4 SITUATION OVERVIEW

A. Population and Demographics

Chino Valley is located in Yavapai County, just north of Prescott, AZ. Located in the high desert with rolling grasslands with an elevation of 4,656 feet and covers 63 square miles. The United States Census Bureau estimates that the Town of Chino Valley has a population of 13,669. State Route 89 (SR89) is the main road that runs through Chino Valley with 24,000 vehicles per day traveling through the town. SR89 connects to I-40, SR89A and US-93. Chino Valley was the first territorial capital of Arizona in 1863 and was incorporated in 1970.

B. Town Government

The Town of Chino Valley is a council-manager form of government. Chino Valley is governed by a Town Council, consisting of 5 members, who appoint a Town Manager as chief executive officer for the town.

Law enforcement protection is provided by the Town of Chino Valley Police Department headquartered at 220 N SR89, Chino Valley AZ. The Yavapai County Sheriff's Office (YCSO) provides law enforcement services to all unincorporated areas immediately adjacent to the Town of Chino Valley.

Fire protection is provided by Central Arizona Fire and Medical Authority (CAFMA) Fire Station 61 located at 1133 W Rd 3 North, Chino Valley, AZ. Fire protection for the unincorporated areas immediately adjacent to the Town of Chino Valley is provided by CAFMA and the United States Forest Service (USFS) within the National Forest boundaries. There is no statutory authority for fire protection in unincorporated areas of the Town of Chino Valley beyond those in established fire districts/departments, except statutory authority provided by state and federal land management, Arizona Department of Forestry and Fire Management (AZ DFFM), and USFS.

Emergency Management activities are directed by the Town of Chino Valley EM. Public health activities are directed by Yavapai County Community Health Services.

C. Hazard Analysis

The Town of Chino Valley is threatened by natural, technological, and human-caused hazards. The risk posed by these hazards is both immediate and long-term. These hazards have the potential to disrupt day-to-day activities and cause extensive property damage. The Chino Valley EM will prepare for all possible events using the **all-hazards** approach but will place the greatest emphasis on preparing for the most dangerous events that are also most likely to occur.

The Town of Chino Valley is a participant in the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan. The hazard mitigation plan addresses the natural threats and hazards throughout the county and includes community profiles and hazard information for the participating jurisdictions.

The Town of Chino Valley EOP references the hazard identification and risk assessment information in the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan as foundational threat and hazard information informing the EOP and a document that can be referenced for further hazard information specific to jurisdictions within the county.

The following list includes possible hazards that could be experienced in the Town of Chino Valley. The list is not exhaustive, but represents the most possible or likely hazards Chino Valley plans for:

- **Wildland Fire:** Chino Valley's number one natural hazard risk is wildland fire. In Yavapai County, there are on average 200 wildland fire starts per year with approximately 50% being human-caused. Chino Valley's dense continuous fuel beds and heavy grass in proximity to residential and commercial areas increase the risk of a catastrophic wildfire.
- **Severe Weather:** The Town of Chino Valley has incidents of extreme weather, straight-line winds, hail, and winter weather. Severe weather can impact all areas of the town.

ALL-HAZARDS APPROACH

Focuses on capabilities-based preparedness to prevent, protect against, respond to, and recover from the full spectrum of emergencies and disasters.

- Flooding:** In the Town of Chino Valley, several variations of flood hazards occur due to the different effects of severe thunderstorms, seasonal (monsoon) rains, melting snow caps, and other weather-related conditions. Some low-lying areas of Chino Valley are vulnerable to inundation flooding, which occurs when the flow of rainwater runoff is greater than the carrying capacities of the natural drainage systems. Chino Valley is also at significant risk of post-fire flooding, and more significantly, rain on snow events.
- Hazardous Materials (HAZMAT) Incidents:** The greatest risk for HAZMAT incidents is along highway transportation corridors SR 89. HAZMAT incidents can occur from either point source spills or transportation-related accidents.
- Transportation Incidents:** The Town of Chino Valley has a main corridor consisting of SR 89. It is also important to note that a major transportation accident could occur in a relatively rural area, stressing the capabilities of local resources to respond effectively. Multiple vehicle accidents have backed-up traffic for many miles and for extended periods which may delay first responders and disrupt evacuation routes. In addition, the town is located just north of the fourth busiest airport in Arizona, (Prescott Municipal Airport); which supports daily commercial flights.
- Earthquakes:** Earthquakes in Chino Valley have the potential to cause great and sudden loss. Chino Valley has a moderate risk, with 15 earthquakes since 1931. The USGS database shows there is a 21.84% chance of a 5.0 Magnitude earthquake within 50km of Chino Valley, AZ within the next 50 years and a 4.38% chance of a 6.0 Magnitude earthquake within 50km of Chino Valley, AZ within the next 50 years. Since 1931, the largest earthquake within 30 miles of Chino Valley, AZ was a 4.9 Magnitude in February 1976. The Big Chino Fault runs for 30 miles from the town of Paulden to Seligman.
- Civil Disorder:** Civil disorder may occur in the Town of Chino Valley. However, civil disorder is often preceded by periods of increased tension caused by social and/or political events.
- Terrorism/Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) Incidents:** The Town of Chino Valley consists of governmental, transportation, commercial, infrastructure, cultural, academic, athletic, and other activities, and facilities. Chino Valley's community events provide a venue for potential acts of terror. The risk of impacts is moderate, although the probability is marginal.
- Dam Failure:** The Town of Chino Valley has no federally or state-regulated dams but upstream hazards may exist. Emergency Action Plans (EAPs) for state-regulated significant or high-hazard dams may be referenced for more information.
- Drought:** The Town of Chino Valley is not immune to drought periods, the most recent having occurred in 1983, 1986, 1993, and 1998 - 2002. The 1998–2002 droughts have had a major economic impact on the state with significant effects on tourism, forestry, and agriculture. Losses continue to accumulate and are difficult to quantify because of the indirect impact it has on so many sectors.



D. Critical Infrastructure/Key Resource

Critical Infrastructure/Key Resources (CI/KR) are organizations, facilities, and structures that provide essential services to a community. Significant damage to or destruction of one or more of these facilities would seriously impact the ability to respond and recover from a disaster. These include, but are not limited to, medical offices, fire and police departments, government offices, and power stations. Different CI/KR are at a higher risk for specific hazards because of their location in the Town of Chino Valley. The Town of Chino Valley EM considers and incorporates CI/KR within the town in all applicable planning efforts.

E. Vulnerable Populations

Some populations in the community share common characteristics that make them more susceptible to hazards. Vulnerable populations in the Town of Chino Valley include those with access and functional needs, the elderly, low-income populations, seasonal/non-seasonal camps, and non-English-speaking persons. These groups are vulnerable because of financial constraints, a lack of available resources and services, and/or insufficient public awareness of their situations. Because of this, they often find it difficult to advocate for or provide for all of their needs themselves, and so, must rely on others for at least some support services.

The United States Census Bureau estimates that the Town of Chino Valley has a population of 13,669 (Quick Facts Chino Valley Town, Arizona, 2022). Of that total, 27.6 percent are over the age of 65. 10.41 percent of the total population speaks a language other than English at home. In addition to the permanent residential population, a multitude of travelers visit or pass through the Town of Chino Valley each year.

An additional population segment involves private, religious, and civic camps serving families and children on weekends and weekdays at any given time of the month or year seasonally, as well as full-time. This population is widely dispersed throughout the Town of Chino Valley's boundaries, with potential issues of ingress/egress (narrow, poorly maintained dirt/paved roads), and disruption of communication systems. Location can also be a common characteristic that can make a population more susceptible to hazards than others.

1.5 ASSUMPTIONS

- Incidents begin locally and end locally and are typically managed at the lowest possible jurisdictional level. Resource and policy issues are addressed at the lowest organizational level practicable, and unresolved issues are elevated to the next level for resolution.
- Incidents may involve multiple hazards or threats that may impact multiple jurisdictions.
- The **Whole Community** is considered in all operations.
- Response priorities are life safety, incident stabilization, property, and environmental conservation in that order.
- The recovery process begins during response.
- An incident may occur with little or no warning and may escalate rapidly, overwhelming the capability of local response organizations or jurisdictions. The Town of Chino Valley will support incident response within its capabilities under the **ONE TOWN CONCEPT** and will ask for assistance from its neighboring jurisdictions and Yavapai County, who may ask for assistance from the State of Arizona when needed.
- It is understood that the county, state, and federal resources will be available to support the Town of Chino Valley when its ability to respond is overwhelmed or beyond its capability.
- The Town of Chino Valley will utilize resources obtained by pre-arranged agreements with neighboring jurisdictions, states, and federal entities, and the local private sector. The Town of

Chino Valley will establish Mutual Aid Agreements (MAAs) to support incident response and will activate those agreements when needed.

- It is understood that all Intergovernmental Agreements (IGAs), Memorandums of Understanding (MOUs), and MAAs will be executed and fulfilled as designed.
- It is understood that each organization will keep proper financial, incident, and organizational records during emergencies and disasters.
- It is understood that the Town of Chino Valley and response organizations will integrate into any Incident Management Team (IMT) or Incident Command, promoting cooperation, coordination, communication, and integration of response efforts. The Town of Chino Valley EM will provide multiagency coordination, as well as a liaison to Incident Command.
- Declarations will be prepared by town leadership, forwarded to the Yavapai County Office of Emergency Management (YCOEM), and then to state and federal levels as needed based on the scope and size of the incident and capability to respond.

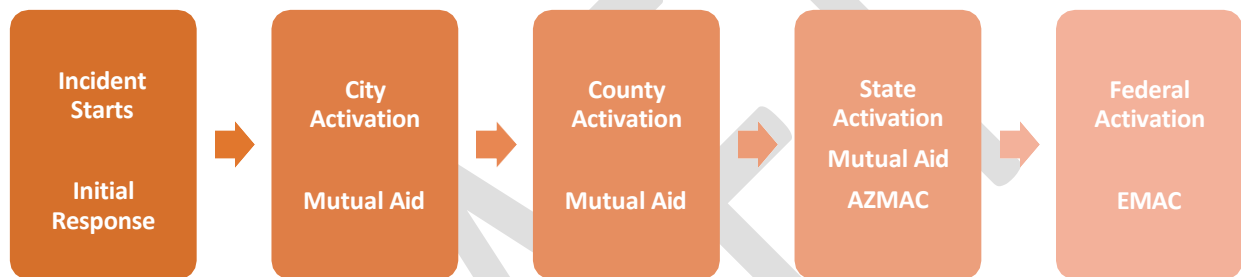


Figure 1-1: Incident and Assistance Flow to Higher Levels of Government

Chapter 2: Concept of Operations

2.1 INTRODUCTION

All disasters are local, and, as a result, the Town of Chino Valley will be called upon to respond. This document establishes a framework of response, by recognizing existing capabilities and resources among **Whole Community** partners including, but not limited to, fire districts/departments, law enforcement organizations, Emergency Medical Service (EMS), non-governmental organizations (NGOs), Community Organizations Active in Disaster (COAD), local private sector organizations, and other entities with roles and responsibilities identified in the Town of Chino Valley Emergency Operations Plan (EOP).

WHOLE COMMUNITY

Engagement of the full capacity of the private and non-profit sectors, including businesses, faith-based and access and functional needs organizations, and the general public, in conjunction with local, state, tribal, territorial, and federal governmental partners.

This plan is developed in alignment with the National Response Framework (NRF), FEMA's Comprehensive Preparedness Guide (CPG)-101, the Arizona State Emergency Response and Recovery Plan (SERRP), and the Yavapai County EOP. The Town of Chino Valley adopts the National Incident Management System (NIMS) and Incident Command System (ICS) as the foundational structure to mobilize and demobilize response resources relative to the incident type, complexity, and duration. Response priorities are as follows, in that order:

- Life safety,
- Infrastructure protection, and
- Environmental protection.

The Town of Chino Valley EOP will be implemented when emergency conditions exist within the town's jurisdiction, as determined by response priorities. The Town of Chino Valley's Emergency Manager (EM), in collaboration with Incident Command and town officials, will activate and implement parts or the entirety of this plan. In addition, the Chino Valley EM may partially or fully activate and staff the Town of Chino Valley Emergency Operation Center (EOC) based on the incident type, complexity, and duration to support the Multiagency Coordination System (MACS).

Information needed to support incidents includes, but is not limited to:

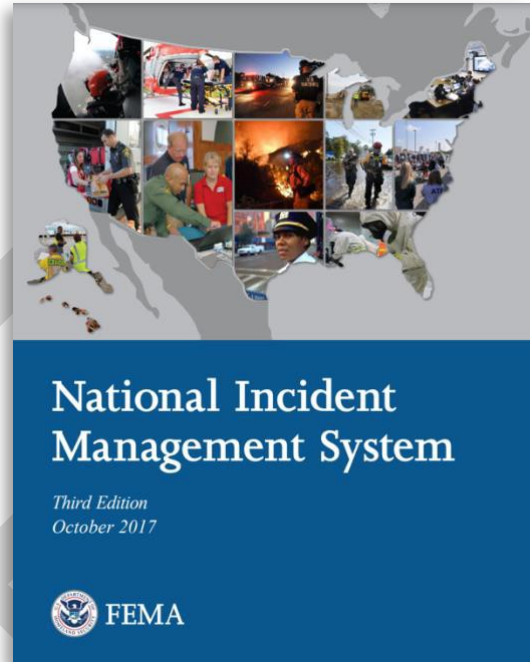
- Situational status,
- Readiness and availability of essential resources,
- Changing conditions which could impact the incident, and
- Significant concerns and issues which affect our population and/or critical infrastructure.

Each Town of Chino Valley department with roles and responsibilities in this EOP will develop and implement individual Standard Operating Procedures (SOPs) or general orders in alignment with the plan. The EOP **DOES NOT** supersede those directives and orders.

2.2 NIMS, ICS, AND IMT

A. National Incident Management System Statement

In response to significant disasters, the President issued Homeland Security Presidential Directive (HSPD) 5, which directed the Secretary of Homeland Security to establish NIMS. This system provides a nationwide template that enables local, state, tribal, and federal governments, NGOs, and the private sector to work together efficiently and effectively to prepare for, respond to, and recover from all incidents. It consists of concepts, principles, organizational processes, and common terminology to enable effective and collaborative incident management. All levels of government adopt NIMS to enable standardized, coordinated responses.



B. Incident Command System Statement

The ICS structure provides a standardized approach to the implementation of command, control, and coordination activities. It is suggested of all departments/agencies within the Town of Chino Valley that are involved in emergency response efforts to utilize ICS, as a component of NIMS, during real-world emergencies, as well as training and exercises.

C. Incident Management Team

An Incident Management Team (IMT) is an incident command organization made up of Command and General Staff members and other appropriate personnel in an ICS organization and can be deployed or activated, as needed. IMTs are often formed at an incident or for specific events. IMTs start at the local level and increase in levels as the incident increases in scope and size. A Type 3 IMT often manages a smaller incident, while a Type 1 manages a larger incident.

An IMT will be assigned to manage the incident through a delegation of authority by the jurisdiction in which the incident originated. In the case of wildland fire, national or regional teams may receive delegation of authority from the United States Forest Service (USFS), Arizona Department of Forestry and Fire Management (AZ DFFM), or whoever owns the land in which the wildland fire originated. Coordination between the EOC and IMT is maintained by the Town of Chino Valley EM at the EOC. This coordination is essential to keeping the EOC informed and providing additional resources and support to the IMT.

2.3 THE EMERGENCY OPERATIONS CENTER

A. Role and Functions

The Town of Chino Valley Emergency Operations Center EOC exists to support response to an incident, emergency, or disaster, as well as the people affected by it. The EOC is the designated support and coordination center for the Town of Chino Valley in a major incident, emergency, disaster, or special event. The primary location for the Town of Chino Valley EOC is the Chino Valley Police Department (220 N SR 89). The Secondary Alternate EOC is located at any available town building.

The Town of Chino Valley EM has the authority to partially or fully activate and staff the EOC as necessary. The EOC may be activated to support response to an incident when:

- An evacuation has been ordered by the Town of Chino Valley Police Department or Yavapai County Sheriff's Office (YCSO).
- The IMT needs resource ordering capability provided by the EOC.
- A determination is made that there is widespread risk to infrastructure, residences, or businesses threatened by a hazard.
- Coordination is required through MACS.
- An incident affects the continuity of government/operations.

EOC MISSION STATEMENT

The EOC exists to support response to an incident, emergency, or disaster, as well as the people affected by it. The EOC is the designated support and coordination center for the Town of Chino Valley in a major incident, emergency, disaster, or special event.

The EOC utilizes the following activations levels, activating to the lowest level necessary for the incident:

- Normal Operations (Level III)
- Partial Activation (Level II)
- Full Activation (Level I)

The EOC will be activated by the Town of Chino Valley EM at the request of:

- The Town of Chino Valley Council,
- The Town of Chino Valley Manager,
- The Town of Chino Valley first response organizations, or
- The Town of Chino Valley Public Works Director.

Based on the revisions in NIMS 2017, and in accordance with standard ICS practices, EOCs are always operational. Normal Operations are assumed 24 hours a day, 7 days a week, 365 days a year. The level of activation will escalate or de-escalate to fulfill necessary support requirements on behalf of jurisdictional, IMT, and community needs.

The EOC's principle role and functions during an incident include the following:

- Assess the incident.
- Provide support to an IMT for the incident.
- Provide incident information to senior town officials.
- Manage and project the consequences of an incident, emergency, or disaster in partnership with Yavapai County Office of Emergency Management via the YCEOC:
 - Human and animal shelter operations.
 - Access and functional needs population.
 - Warning and information coordination.
 - Develop recovery priorities and plans.
 - Coordinate large scale medical transport.
 - Support large area evacuations, as needed.
- Implement and coordinate support through MACS:
 - Coordinate with neighboring EOCs and support incident response, as needed.
 - Coordinate Town of Chino Valley department support of the incident (Public Works, Public Safety, Management Information Systems, and others as needed).
 - Coordinate with county, state, and federal EOCs as needed in support of the incident through MACS.
- Establish situational awareness through an interface with the IMT via telephonic/radio communications, liaisons to/from the EOC, and electronic data.
- Prepare and forward a disaster declaration to the Mayor. Upon Town of Chino Valley's declaration, forward documentation to YCOEM and AZ DEMA for the Governor's consideration; in accordance with the Stafford Act, Code of Federal Regulation (C.F.R.) Title 44, Arizona Revised Statutes (A.R.S.) Title 26, and Arizona Administrative Code Title 8.
- Coordinate incident funding through the Town Council.
 - Through the Policy Group (PG), establish funding guidelines to be considered by the Town of Chino Valley's Council for the incident.
 - Allocate and prioritize EOC resources in accordance with incident priorities.
 - Recover all reimbursable money from a federal or state declaration.
- Other activities, as needed to support response to an incident.

EOC OBJECTIVES:

- Assess the incident
- Support incident response
- Coordinate support via MACS
- Provide a source of warning and information
- Manage incident consequences
- Establish and enhance incident bidirectional communication from IMT to EOC
- Plan for and implement recovery transition
- Coordinating continuity of government and operations
- Incident documentation and reimbursement

EOC DELIVERABLES:

- General Staff support for the IMT
- Logistics support and coordination
- MACS support
- EOC Action Plan
- Consequence Estimate
- GIS support
- ESF coordination
- Recovery planning and transition
- Incident specific needs
- Executive leadership information
- Finance support and recovery function coordination

The Town of Chino Valley EOC will provide direct support to the response organizations and/or IMT responding to an incident in our jurisdiction. The Yavapai County EOC provides additional resources which may be required for response and recovery. The State Emergency Operations Center (SEOC) supports jurisdictional and county EOCs and provides additional support which may be required for response and recovery. The SEOC also provides a link between local and federal government for federally declared disasters or emergencies. The following includes EOC locations for neighboring jurisdictions and higher levels of government the Town of Chino Valley EOC may coordinate with for mutual aid and county or state support:

- Yavapai County Office of Emergency Management
 - The Primary EOC is located at Yavapai County Public Works Ready Room, 1100 Commerce Drive, Prescott, AZ 86305.
 - The Primary Alternate EOC is located at Yavapai County Roads Department, 4000 West Cherry Creek Road, Camp Verde, AZ 86322.
- State of Arizona
 - The Primary EOC is located at Arizona Department of Emergency and Military Affairs (AZ DEMA), 5636 E McDowell Road, Phoenix, AZ 85008.



B. Organizational Structure

The Town of Chino Valley EOC uses a modified NIMS/ICS structure as its management model. The EOC Manager's span of control is organized into four main sections of General Staff, each headed by a Section Chief: Operations, Logistics, Planning, and Finance. The Emergency Support Functions (ESFs) report to appropriate section chiefs. In addition, the Command Staff reporting to the EOC Manager is identified as the Public Information Officer (PIO), Safety Officer, and Liaison Officer. This structure is illustrated in Figure 2-1: EOC Organizational Chart below.

Basic management practices that are integral to NIMS/ICS and that will be adhered to in the EOC include:

- The EOC will always activate at the lowest practical level for the incident.
- A modular organizational structure which can easily grow or shrink in size and capability to sustain established goals and objectives over the course of extended operations.
- The arrangement of the ESFs into sections for operations, planning, logistics, and finance.
- A span of control for each section chief that ranges from three to seven subordinates, with five being ideal.
- The use of comprehensive resource management and development of an EOC Action Plan (EOC-AP) which identifies response strategies and tactics.

The EOC organization is fashioned as a set of building blocks that, based on objectives established in the EOC-AP, can be easily assembled/mobilized or disassembled/demobilized to support the workload for each operational period (the duration of one shift of duty in the EOC).

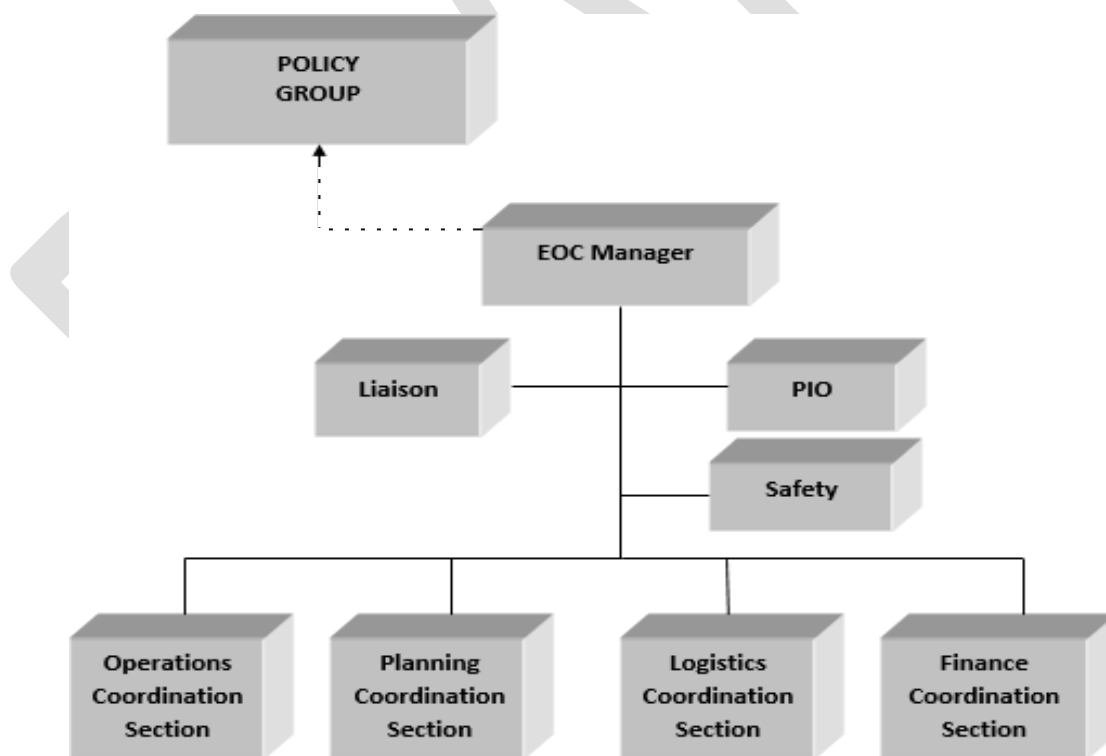


Figure 2-1: EOC Organizational Chart

C. Consequence Estimate - Situational Awareness

Every incident is a unique event separated by location and conditions. The risks posed by various hazards are unique to the impacted community, infrastructure, and environment. The consequence estimate was developed to aid in the development of situational awareness and to enhance the Chino Valley EOC's ability to develop a common operating picture. **This activity is performed by or in conjunction with YCOEM.**

The consequence estimate uses a series of processes to define an incident and the dynamic conditions which impact the vulnerabilities of population, infrastructure, and environment. It identifies the vulnerabilities and projects probable outcomes based upon the hazard agent's properties, behavior, and conditions. It is not an exact science, but is a highly refined educated guess, which is intended to help keep the EOC ahead of the incident.

The consequence estimate is produced once per operational period by the Planning Section Chief or at the direction of the Operations Section Chief. The Situation Unit and GIS, supervised by the Planning Section Chief, are responsible for the compilation of the report.

Consequence Estimate Principle Segments	
1. Situation (Now) a. Incident summary. b. Area impacted/location. c. Weather Current/+6 hours/+12 hours/+18 hours /+24 hours. d. Resources applied to the incident and projected. 2. Hazard Agent Properties and Behavior 3. Vulnerabilities a. Population and communities in relation to the hazard agent. i. Area impacts (now and projected). ii. Evacuation Status. iii. Areas Evacuated. iv. Shelter Status (now and projected). b. Infrastructure in relation to the hazard agent. i. Roads (Transportation). ii. Bridges (Transportation). iii. Rail (Transportation). iv. Communications. v. Utilities - Electric, Gas, Water. c. Environmental concerns. i. Watersheds – water table, lakes, rivers, streams.	ii. Atmospheric – air quality, contamination. iii. Soil. iv. Food – agriculture, processing, supply. 4. Projection a. Intersection of hazard and vulnerability now / +6 / +12 /+18 / +24. b. Cone of confidence: probability decreases as time increases. c. Estimates and projection based upon changing conditions / +6 /+12 / +18 / +24. d. Planning considerations based upon projections. e. Operational considerations based upon projections. f. Logistics considerations based upon projections. g. Finance considerations based upon projections. h. Depiction maps now through +24. 5. Summary a. When completed, the Consequence Estimate provides the variables associated with risk and quantifies both probability and severity of impacts.

2.4 PHASE RESPONSE MEASURES

Response to an incident can be classified into three phases: initial actions to be taken at the start of an incident; the sustaining actions to be taken for response; and the transitional actions to take an incident from response into recovery.

A. Phase 1 – Initial Response

1. Immediate Action

The Town of Chino Valley EM, or his/her designee, will size up the incident by considering the following items:

- Initial rapid assessment of the incident.
- Any evacuations that are/were ordered.
- Resources that are/were ordered, or needed.
- EOC activation considerations.
- Impacted population, infrastructure, and environment.
- Notification (refer to *2.4.A.3 Notifications* and *2.4.A.4 Public Warning and Emergency Public Notification System*).

EOC ACTIVATION LEVELS

Level III - Normal Operations

Level II - Partial Activation

Level I - Full Activation

Response activities within the town begin immediately following an incident. The town's response priorities are defined below in order of importance:

- Save lives.
- Protect property, including CI/KR and cultural resources.
- Restore community.

Initial response is coordinated at the jurisdiction level appropriate for the response, for example: an incident involving the National Forest will be addressed to the U.S. Forest Service, except when Intergovernmental Agreements (IGA) or Memorandums of Understanding (MOU) identify specific action. Furthermore, fire districts/departments and law enforcement organizations will respond within their jurisdiction capabilities.

If an incident reaches or begins to exceed the abilities and capabilities of town response, along with current mutual aid, YCOEM will assist in coordinating additional resources. Furthermore, YCOEM will be provided with the situational status of the incident, and as needed, will activate the EOC to the appropriate level.

When established by the responding organization, Incident Command is vested with the authority to respond to the needs of an incident. The Incident Commander (IC) has full authority to accomplish incident objectives and goals to preserve life, infrastructure, and the environment. The EOC serves as a support element for the incident command structure under MACS. The IC commands a response to the incident. All response organizations are encouraged to coordinate, collaborate, communicate, and integrate in support of emergency response. The following positions will be coordinated and staffed through the EOC:

- Liaison to the IMT from the EOC.
- Liaison from the SEOC to the EOC.
- Additional as needed or requested.

No equipment can be dispatched without a resource order number through the EOC except when authorized by the signature of the EOC Manager. The Town of Chino Valley's personnel, equipment, and resources will be readied for deployment, and when ordered, staged for use. Resource order numbers are generated by the requesting agency and tracked by the EOC. Resource order numbers will be reconciled daily with the requesting organization and internally within the EOC.

The Finance Section will maintain cost accounting principles, maintain a ledger of acceptable expenses, assign account codes to all expenses and resource orders, maintain force labor cost, ensure timesheets are complete and approved by appropriate department supervisors, supervise documentation of expenses, and prepare final reimbursement requests.

The PIO will endeavor to provide the population with timely and accurate information concerning the event to alleviate fears and concerns, control rumors, and prepare residents for any necessary protective actions. This messaging may include all media forms, social media, the internet, the Emergency Notification System (ENS), and the Integrated Public Alert & Warning System (IPAWS). Priority notification will be given to **identified** access and functional needs populations.

2. Rapid Assessment

Rapid assessment refers to assessments made within the first few hours of an incident. It is a quick evaluation of the on-scene situation (if safe enough to be on-scene), and its focus is on collecting and organizing information for incident support.

RAPID ASSESSMENT INFORMATION

- | | |
|---|---------------------------------|
| - Area or jurisdiction affected | - Known injuries and fatalities |
| - Critical facilities threatened, damaged, or destroyed | - Evacuations ordered |
| - Mutual aid activated | - Resources required |
| - Population areas in proximity to hazard | - Hazard type and location |
| - Current and forecasted (+6, +12, and +18 hours) weather | |

As additional information becomes available, assessment teams will provide updates to the Town of Chino Valley EOC, which will then pass the information to YCOEM and AZ DEMA. A rapid assessment will help FEMA and state officials in creating the PDA form that will help in determining a Presidential declaration and getting immediate assistance.

3. Notifications

Incident notification principles include:

- Timely, detailed, and accurate information is critical for response to an emergency. Any news of an actual or potential disaster - even an anonymous call - is normally sufficient to initiate response.
- Town of Chino Valley's response agencies must receive immediate notification whenever an emergency poses a significant threat to lives, public health, safety, or the environment.
- Key departments and agencies shall be ready to receive and support response to emergency calls.

Initial notification of an emergency or disaster event occurring within the Town of Chino Valley's jurisdiction most often comes through citizen reports to law enforcement organizations or fire districts/departments through dispatch centers. Notification of events that occur outside of Chino Valley but have the potential to affect it may come from several other sources. These include, but are not limited to:

- National Weather Service (NWS) – notifies of severe weather conditions that threaten the Town of Chino Valley through public radio communications.
- Arizona Department of Public Safety (AZ DPS) Highway Patrol – can notify of dangerous events occurring near or in the Town of Chino Valley through direct radio communications.
- AZ DEMA – can notify of any potential or actual dangerous events within the state through normal public telephone service.
- Yavapai County OEM; adjacent cities/towns – can notify of dangerous events occurring within their jurisdiction through either normal public telephone service or direct radio communications.

The Town of Chino Valley's EM is tasked with the primary responsibility of the Town Council to coordinate response and recovery functions for Chino Valley. Responsive to our citizens, and as a function of our elected officials, the Town Council requires information on incidents affecting the Town of Chino Valley. It is the responsibility of the town department heads to notify executives of the Town of Chino Valley of emergency situations that impact our communities, residents, environment, or infrastructure.

- Initial notifications to town officials should include:
 - The Town of Chino Valley Manager
 - The Town of Chino Valley Council
 - The Town of Chino Valley Law Enforcement
 - Other elected officials (as appropriate)
 - Town department heads supporting the EOC
 - Other department heads (as appropriate)
 - PIO
 - Yavapai County OEM (as appropriate)
- Upon activation of the EOC, the following will be notified:
 - Town EOC staff, COADs, NGOs, Dispatch Offices [AZ DFFM, and USFS], Yavapai County EOCs, SEOC
- Notification Types:
 - Voice call (text to speech)
 - Text message
 - Email

Yavapai County OEM will make notification of appropriate county, state, and federal officials in accordance with policy when Yavapai County OEM has been notified by Town of Chino Valley EOC officials, and any of the following exist:

- It has been deemed by Incident Command that a portion of the population of the Town of Chino Valley has succumbed to an all-hazards disaster, or is in imminent danger (0 to 6 hours).
- In the event of notification of a wildland fire of approximately 10 acres or larger.
- Any order of evacuation.
- Any road closure as a result of a hazardous incident.
- Any activation of the EOC due to resource requests.

4. Public Warning and Emergency Public Notification System

Emergency public information activities will be undertaken for the coordinated release of information to the news media and the public about disaster-related activities. These activities will be carried out through the JIC. The JIC may be staffed with state, local, and volunteer organizations and, in some instances, commercial public information representatives.

The Town of Chino Valley has a variety of warning and information systems that provide information for the various segments of our population via Yavapai County and will utilize appropriate assets to notify the public in an emergency. A wide variety of methods will be used to ensure the widest dissemination possible to all populations in Chino Valley.

B. Phase 2 – Response

1. Emergency Response Actions

2. Continue to alert the public affected. Provide them with available information that may assist in responding to the incident.

- Activate the EOC to the appropriate level.
- Develop appropriate shift commensurate with the incident.
- Staff primary EOC functions, and activate additional functions, as needed.
- Support any ordered evacuations, and manage requests for sheltering made to the Yavapai County EOC or Yavapai County Office of Emergency Management.
 - Request the activation of the American Red Cross, Animal Disaster Services, Large Animal Shelters and Emergency Readiness (LASER), and/or any other COADs as needed.
 - Provide shelter information to appropriate recipients.
- Prepare a declaration of emergency when conditions exceed the Town of Chino Valley's ability to respond and assistance is needed. The Town of Chino Valley Mayor signs the declaration, and it is sent to Yavapai County OEM and forwarded to AZ DEMA and the Governor.
- Establish communications with the Yavapai County and State EOCs. Establish liaison with Yavapai County and State EOCs, liaison to an IMT, and fulfill any requests possible.



- Implement protective measures and road closure information with ESF 1 - Transportation, based in coordination with response organizations.

3. Inter-Jurisdictional Coordination

The Town of Chino Valley has identified the agencies, departments, special districts, and private agencies within the Town of Chino Valley's geographical area that may have an emergency response role and responsibilities during an emergency or disaster that affects the town.

Because all incidents are "local," responsibility for immediate response to an incident rests with the Town of Chino Valley. Chino Valley's efforts will be augmented by inter-jurisdictional cooperation and, when requested, Yavapai County, and then the state as described in the SERRP. The Town of Chino Valley will coordinate with local, county, state, and federal agencies that have emergency responsibilities to ensure operational integration.

INTER-JURISDICTIONAL COORDINATION

FACILITATES:

- Establishing response priorities
- Supporting jurisdictional / agency objectives
- Allocating critical resources
- Developing strategies for multi-agency response
- Informing sharing between the IMT and EOC and EOC to EOC
- Facilitating communications
- Sharing response resources

4. Mutual Aid

Mutual Aid Agreements (MAAs) allow for one jurisdiction or organization to provide resources, facilities, services, and other required support to another jurisdiction during an emergency or disaster. These agreements assist with the timely movement of resources during a response. Designated representatives identified in MAAs will activate agreements when needed.

- The Town of Chino Valley and Yavapai County are signatories of the Arizona Mutual Aid Compact (AZMAC). AZMAC provides procedures for notifying those jurisdictions offering aid of the need for emergency assistance. It also helps to identify available resources and provides a mechanism for compensation of resources used. All incorporated communities and fire districts/departments in Arizona are encouraged to become a signatory to this statewide mutual aid compact.

When a local emergency has been declared to exist within the Town of Chino Valley, county and state agencies may provide mutual aid, including personnel, equipment, and other available resources to assist in accordance with emergency plans or at the direction of the County Chairperson or Governor, or the appropriate representative.

For incidents that are Presidential declared disasters or emergencies, federal support to the Town of Chino Valley is delivered in accordance with relevant provisions of the Stafford Act, a copy of which can be found on FEMA's website at <https://www.fema.gov/disaster/stafford-act>.

Under provisions of the Stafford Act and applicable regulations:

- The Governor may request the President to declare an emergency or disaster if the Governor finds that an effective response to the event is beyond the combined response capabilities of the state and affected jurisdictional governments or upon request from a tribal government. Predicated on the findings of a joint local-state-tribal-federal PDA indicating the damages are of sufficient severity and magnitude to warrant assistance under the act, the President may grant a major disaster or emergency declaration.

- If the President determines that an emergency exists where the primary responsibility for response rests at the federal level, or because the emergency involves an area or facility for which the Federal Government exercises exclusive or preeminent primary responsibility and authority, the President may unilaterally direct the provision of assistance under the act and will, if practicable, consult with the Governor of the impacted state.
- The United States Department of Homeland Security (USDHS) can use limited pre-declaration authorities to move initial response resources (critical goods typically needed in the immediate aftermath of a disaster such as food, water, emergency generators, etc.) closer to a potentially affected area.

5. Response Personnel Safety

Most disasters pose dangers not only to the general public but to emergency responders as well. Since responders are often the first line of defense during disasters, their safety is paramount.

It is important to provide available information to response personnel concerning health and safety hazards that may be present at the incident. All response organizations, IMTs, and jurisdiction authorities are mindful of the safety of personnel under their command.

6. Protection of Citizens

- Evacuation
 - Town of Chino Valley Police Department:
 - Has the statutory authority for planning, initiating, and implementing all evacuations in the Town of Chino Valley, as well as providing law enforcement services within the incorporated areas of the town.
 - Will identify communities at risk and work with fire experts to generate evacuation notices for respective communities. These management action points will be maintained and updated within the law enforcement IMT.
 - Town of Chino Valley EOC:
 - Identifies transportation resources (e.g., public transit, school buses, etc.) likely to be needed for evacuation operations, and provides available
 - information to the Town of Chino Valley Police Department.



- Develops information for evacuees' use on the availability and location of shelter/mass care facilities away from known threats of further hazard-induced problems.
- Assists, as appropriate, Animal Disaster Services in the preparedness actions for the evacuation of animals.
- Coordinates with Town of Chino Valley Police Department, ESF 6, and ESF 8 in the identification of and communication to access and functional needs populations that require evacuation, in an affected area.

- **Sheltering**
 - The Town of Chino Valley EM is the authority to request the activation of shelters in coordination with Yavapai County OEM.
 - Yavapai County OEM will request shelter activation when evacuations are ordered, by contacting the American Red Cross and requesting an approved ADA-compliant shelter be activated.
 - Concerns and needs of access and functional needs populations, including elderly, medically dependent, and the mobility impaired, will be coordinated through ESF 6 and ESF 8 for notification, evacuation, sheltering, and transportation.
 - Animal sheltering will be identified and co-located where possible for small animals. Large animals, such as livestock, will be sheltered when applicable in an appropriate facility through the Large Animal Shelter and Emergency Readiness (LASER).
- **Shelter-in-Place**
 - There are circumstances that arise during emergencies that impair or prohibit an effective evacuation of citizens from affected areas. Shelter-in-place is an effective protection strategy for many types of disasters including the release of chemical, biological, radiological, or nuclear material. In such cases, citizens may be directed to remain indoors wherever they are and seek to protect themselves from dangerous materials. This is also applicable when circumstances dictate that citizens are unable to leave their homes due to hazardous conditions such as flooding.
 - The IC will work with the EOC and the Police Department's Evacuation Coordinator to determine when sheltering in place is appropriate and will direct the dissemination of the order, and any specific actions to be taken by citizens, through media outlets.

C. Phase 3 – Response Transitioning

1. Initial Recovery

Recovery activities will begin as soon as conditions permit following an incident. A widespread disaster may impact the ability of businesses to function, disrupt employment, interrupt government services, and impact tax revenues within the town. This EOP is not a recovery plan; however, the town recognizes that response and recovery activities often take place concurrently until life safety and emergency protective actions are completed.

Recovery operations are the actions taken to restore vital services, help citizens resume self-sufficiency, and help communities return to pre-event or “new normal” conditions. Short-term recovery involves the restoration of critical services such as communications, water supply, sewage service, emergency medical capabilities, and power, as well as garbage and debris removal. These functions must occur early in the emergency response to support the life, health, and safety of the population and to support other emergency operations.

The town's recovery priorities for initial recovery are defined below:

- **Preliminary Damage Assessment (PDA):** determine structural impacts to the town.
- **Debris Removal:** coordinate debris clearance, collection, and removal.
- **Infrastructure Restoration:** facilitate the restoration of CI/KR.

2. Preliminary Damage Assessment

The PDA is a joint effort to verify damages after a disaster, identify the adverse impact to essential facilities and services, and estimate the amount of supplemental assistance needed. This effort is conducted by PDA teams, each composed of a representative from federal, state, and local governments. After this assessment is complete, the Governor may request federal assistance. No federal funding assistance can be provided until a Presidential declaration is received.

An accurate PDA is important in that: 1) it determines if a state or Presidential declaration may be requested, and 2) if Public Assistance is authorized by a state or Presidential declaration, the data becomes the foundation for creating the project work order, a document used to define the scope of work to be performed and eligible costs to restore the disaster damaged facilities. In preparation for the arrival of the federal-state PDA team, applicants should take the following actions in order to expedite the process and help produce accurate estimates:



- As soon as any resources are used in any disaster response, document the labor, equipment and materials used including location and type of work performed. This information is vital to recover costs if the disaster is federally declared.

- Prepare a list of locations damaged as a direct result of the disaster. This list should include a brief description of the damage (i.e., debris cleanup, road washout, bridge damaged, etc.), an estimate of the cost to repair to the pre-disaster condition, and an indication of any special considerations that could be

present at the site. If work has already been done at a site, a detailed cost breakdown of personnel, equipment, materials, contract costs, and photographs of damage prior to starting work in progress or completed are needed to produce an accurate estimate.

- Identify and describe the adverse impact of the damages on essential facilities and services. Particular emphasis should be focused on hospitals, schools, access for emergency services, utilities, and other public health and safety concerns.
- Mark the location of each damaged site on a map and develop a route of travel to each. All damaged sites should be identified by the applicant before the inspectors arrive. If possible, the sites with the greatest damages should be inspected first. Give a copy of this map to the inspection team.
- Have photographs, site sketches, and/or drawings of each damaged site available for the team. Sketches or drawings should include dimensions; photographs should include a visual size reference (i.e., a person, a surveyor's rod, etc.).
- Be sure that the applicant's representative designated to accompany the survey team has knowledge of repairs already done and those that need to be done, as well as the location of all damaged sites.
- Accumulate needed additional information particularly population, budget, budget balance, and impact of disaster event.

3. Human Services

The Town of Chino Valley has several voluntary organizations (local churches) that provide assistance in responding to emergencies and disasters. Through YCOEM, The American Red Cross (ARC) and The Salvation Army (TSA) will assume lead agency roles in most voluntary efforts associated with mass care, sheltering, and volunteer and donations management during incidents of jurisdiction-wide significance. Other organizations will support via the Yavapai County COAD. Assumptions related to human services activities include the following:

- It is the policy of the Town of Chino Valley that it will not accept spontaneous unaffiliated volunteers. Only those members who are registered to and are members of a recognized disaster response organization can and will be allowed to participate in response and recovery efforts.
- Monetary donations will be coordinated by COAD organizations that are capable of doing so, or as appropriate.
- All departments and agencies of the Town of Chino Valley involved in the management of volunteers may be asked to perform additional functions during an incident.
- During an incident within the Town of Chino Valley's boundaries, local government and local volunteer groups and agencies may be adversely affected and may not be able to cope with a sizable influx of unaffiliated volunteers and monetary/physical donations.
- Management of volunteer services requires a coordinated effort by all involved government entities, volunteer and community-based organizations, the business sector, and the media.

4. Reentry and Implementation of the Yavapai County Recovery Plan

Reentry into an evacuated area occurs when:

- Deemed safe by response authority IMT and the Town of Chino Valley Police Department or the Yavapai County Sheriff.
- The affected community has available:
 - Water,
 - Power,
 - Gas,
 - Sewer/septic (if applicable),
 - Safe roadways, and
 - Communications.

A reentry packet will be coordinated and developed by the IMT, law enforcement, and YCEOC, and disseminated through shelters and checkpoints.

After undertaking efforts to limit the loss of life, property, infrastructure, and environment, and other efforts in response to an incident, demobilization of the EOC will occur, and the focus will move from response to recovery to support the return of the community affected by an incident to a state of normality that existed before the incident occurred.

Chapter 3: Organization & Assignment of Responsibilities

3.1 ORGANIZATION

The Town of Chino Valley's Emergency Management Program, including activation of the Town of Chino Valley Emergency Operations Plan (EOP) and Emergency Operations Center (EOC), operates under the executive authority of the Town of Chino Valley's Council. The Policy Group (PG) is an executive body consisting of town political officials responsible for oversight of the emergency management functions of the town, including the EOC, the Incident Management Team (IMT), and all other response operations.

The PG is comprised of Chino Valley's Town Council and Town Manager, with input from the Police Chief, Emergency Manager, and other department heads as necessitated by the nature of an incident. The PG is responsible for setting strategic objectives for the Town of Chino Valley EOC, providing authorization for use of equipment and human resources, and coordinating financial support through the Town Council.

The core of the EOP and EOC system relies on the fifteen Emergency Support Functions (ESFs), aligned with the National Response Framework (NRF) and Arizona State Emergency Response and Recovery Plan (SERRP). The ESFs report to EOC General Staff.

The ESF model serves as an organizational structure for providing the emergency response and recovery support, resources, and program implementation needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help communities return to normal following an emergency or disaster.

Each ESF is coordinated and implemented by a town department or partner organization, and includes supporting entities based on authorities, resources, and capabilities necessary to support the respective functional areas.

EMERGENCY SUPPORT FUNCTIONS

- ESF 1 - Transportation
- ESF 2 - Communications
- ESF 3 - Public Works & Engineering
- ESF 4 - Firefighting
- ESF 5 - Emergency Management
- ESF 6 - Mass Care
- ESF 7 - Logistics
- ESF 8 - Public Health & Medical Services
- ESF 9 - Search & Rescue
- ESF 10- Hazardous Materials
- ESF 11 - Agriculture & Natural Resources
- ESF 12 - Energy
- ESF 13 - Public Safety
- ESF 14 - Recovery
- ESF 15 - External Affairs

3.2 ROLES AND RESPONSIBILITIES

A. Town of Chino Valley Policy Group (PG)

The PG is comprised of the Town of Chino Valley's Council and Manager. The PG provides policy guidance during emergencies, and oversight of emergency management functions for the town. The PG reviews and approves EOP updates, recommends EOC activations, and provides strategic objectives during incidents.

B. Town of Chino Valley Emergency Manager (EM)

The Town of Chino Valley EM is responsible for all emergency management functions for the town, including updating and maintaining the Town of Chino Valley EOP in coordination with those departments, agencies, organizations, and other partner organizations within the Town of Chino Valley that have been assigned emergency duties or responsibilities. The Chino Valley EM is also responsible for the activation of the EOC and associated functions in support of response to and recovery from emergencies and disasters.



C. Town of Chino Valley Departments

Each Town of Chino Valley department is responsible for emergency functions outlined in the Town of Chino Valley EOP and procedures and will maintain a response strategy and procedures consistent with the principles and premises that are supported in the EOP.

D. American Red Cross (ARC), Arizona Region

The American Red Cross (ARC) is required by the Congressional Charter to undertake disaster relief activities to ease the suffering caused by a disaster. Emergency assistance includes fixed/mobile feeding stations, shelter, cleaning supplies, comfort kits, first aid, blood and blood products, food, clothing, emergency transportation, rent, home repairs, household items, and medical supplies. Additional assistance for long-term recovery may also be provided. The ARC provides referrals to the government and other agencies providing disaster assistance.

E. The Salvation Army (TSA)

The Salvation Army (TSA) provides emergency assistance including incident-specific individual and family unmet needs assistance, mass and mobile feeding and hydration, temporary emergency shelter, emotional and spiritual care including crisis referrals, debriefing, defusing and critical incident stress management (CISM) trained teams, missing person services, and in-kind donations management. TSA also provides referrals to government and private agencies for special services and logistical support.

F. Animal Disaster Services (ADS)

A United Animal Friends sister organization, Animal Disaster Services houses and cares for animals in need during emergencies. ADS works in conjunction with YCOEM in setting up temporary shelters with twenty-four-hour care for many types of animals adjacent to evacuation shelters.

G. Large Animal Shelters and Emergency Readiness (LASER)

The Large Animal Shelters and Emergency Readiness (LASER) organization works under the direction of YCOEM in setting up temporary twenty-four-hour care shelters for large animals, except cattle. This organization coordinates with ADS to cover animal sheltering needs during emergencies.

H. Catholic Charities

Catholic Charities USA is the organization that unites the social service agencies operated by most of the 175 Catholic dioceses in the U.S. The Disaster Response section of Catholic Charities USA provides

assistance to communities in addressing the crisis and recovery needs of local families. Catholic Charities agencies emphasize ongoing and long-term recovery services for individuals and families, including temporary housing assistance for low-income families, counseling programs for children and the elderly, and special counseling for disaster relief workers.

I. Amateur Radio Emergency Services/Radio Amateur Civil Emergency Service (ARES/RACES)

ARES/RACES is administered by town, county, and state emergency management agencies, and supported by FEMA and the United States Government. It is a part of the Amateur Radio Service that provides radio communications for civil-preparedness purposes only, during periods of local, regional, or national civil emergencies. These emergencies are not limited to war-related activities but can include natural disasters such as fires, floods, and earthquakes.

As defined in the rules, ARES/RACES is a radio communication service, conducted by volunteer licensed amateurs, designed to provide emergency communications to local or state agencies. It is important to note that ARES/RACES operation is authorized by emergency management officials only, and this operation is strictly limited to official activity in the event of an emergency communications situation.

J. United Way of Yavapai County

The United Way improves lives by mobilizing the caring power of the communities of Yavapai County through the following activities:

- Efficiently raises and allocates funds to support a strong network of quality agencies and services.
- Provides information, management, and technical resources.
- Identifies critical issues and unmet needs.
- Builds collaborations with the public and private sectors to meet those needs.
- Provides volunteer services following a disaster.

K. Community Organizations Active in Disaster (COAD)

In addition to those listed above, other voluntary agencies, faith-based organizations, NGOs, local businesses, and other community organizations that are members of COADs provide a wide range of response and recovery functions as identified in this plan. The Yavapai County COAD membership supports the Town of Chino Valley.

L. Special Districts

Special districts are political sub-divisions of the state in that they only serve one or a few special purposes and do not provide a broad array of services. Special districts may provide functions that the state deems to be a public purpose to include such functions as fire protection, education, water and/or sewer service, transit service, or water resource management. During emergencies, special districts are primarily responsible for the restoration of services that they provide. Special districts may be requested to assist local governments in emergency response.

In emergency response, coordination and communications will be established between the special districts and the responding organization. During response, special districts are encouraged to provide a liaison to the EOC to facilitate coordination and communication with various agencies and organizations. Special districts are eligible for state and federal Public Assistance as part of a state or federally-declared emergency because they are a tax authority.

M. Private Sector

The term “private sector” refers to organizations that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, NGOs, and Critical Infrastructure/Key Resource (CI/KR) organizations. Public-private partnerships will be developed and used for response and recovery functions as appropriate and coordinated through the EOC.

N. County Government Support

Yavapai County OEMs are responsible for the support and coordination of emergency management functions within their respective jurisdictions. The Town of Chino Valley primarily coordinates with Yavapai County, the county in which Chino Valley is incorporated, for emergency support and requests for assistance. Yavapai County may request state and federal assistance through the Governor when county capabilities are exhausted.

O. State Government Support

AZ DEMA is appointed by the Governor to coordinate state response and recovery activities, including coordination of the cooperative effort within Arizona of the Federal Government, state agencies and departments, political subdivisions, mutual aid, and Arizona Mutual Aid Compact (AZMAC) partners, NGOs, and other response entities. The state supports emergencies that overwhelm local capabilities at the request of county or tribal emergency managers.

P. Federal Government Support

Pursuant to HSPD 5 and delineated in the NRF, the Secretary of Homeland Security, is responsible for coordinating federal operations to prepare for, respond to, mitigate against, and recover from major disasters, terrorist attacks, and other emergencies. This role includes coordinating all federal resources utilized in response or recovery operations related to a Presidential declared emergency or disaster where federal support is requested by the state.



Chapter 4: Plan Development & Maintenance

4.1 PLAN MAINTENANCE

All involvement with the Town of Chino Valley Emergency Operations Plan (EOP) follows the FEMA Preparedness Cycle efforts to plan, organize/equip, train, exercise, and evaluate/improve. Following this cycle ensures that the EOP remains a current and dynamic plan.

The EOP is maintained as living document that shall be updated as needed or when any of the following changes occur:

- Improvement planning resulting from an After-Action Review (AAR) of exercises or real-world events,
- Emerging threat identified through a gap analysis or risk assessment,
- Organizational changes impacting identified roles and responsibilities,
- Significant modifications of resources, or
- Pertinent changes in legislation.



To assure that this plan is kept up-to-date, the Town of Chino Valley Emergency Manager (EM) will maintain a record of changes and revisions. It shall be the responsibility of the Chino Valley EM to conduct an annual review of the Town of Chino Valley EOP. All other pertinent data shall be reviewed, verified, and updated as necessary.

Each page of the plan is uniquely numbered and dated. Any approved proposed change section shall be removed from the plan, and the newly revised section shall be inserted in its place. All changes are to be approved and authorized by the Chino Valley EM prior to insertion into the plan. Major updates to the plan will be reviewed for approval by the Town Council. Fixes for typographical errors and other minor changes do not require Town Council review. All changes shall be documented on the Record of Changes table in the introductory material of this plan.

To assure complete control of the plan's distribution, copies of the plan shall be uniquely numbered. In addition, a Record of Distribution is included in the introductory material of this plan and shall be maintained by the Chino Valley EM. This will facilitate the recall and update of all copies of the plan.

4.2 CHANGE PROCEDURES

Users of this plan are encouraged to recommend changes to this plan, which the user believes might enhance or clarify a particular portion of the area being addressed. Suggested changes should be submitted in writing to the Town of Chino Valley EM for coordination, comment, concurrence, and approval. The format of suggested changes should be by Base Plan or Annex, Section, Paragraph/Subparagraph, and page number.

Refer to the *Proposed Change to Emergency Operations Plan* form on the following page.

Proposed Change to Emergency Operations Plan

If the document is handwritten, please print legibly.

COPY AS NEEDED

Submitted by: _____ Date: _____

Department: _____

Phone: _____ Email: _____

EOP Page Number(s) and Section Number (e.g., Ch2.4.A.1):

Proposed Change:

Reason for Change:

IN OFFICE USE ONLY

☐ Approved ☐ Denied By: _____ Date: _____ Change Number: _____

Send to: The Town of Chino Valley Emergency Management
Manager **FAX: 928-636-1972/Email: jmcintire@chinoaz.net**

4.3 INDEPENDENT STUDY, TRAINING, AND EXERCISING THE PLAN

A. Training Requirements and Recommendations

Those members that have been assigned a position in the EOC are recommended by the Town of Chino Valley EM, to have a number of the FEMA Independent Study (IS) courses to better understand and operate in the position assigned. In order for individuals to become more familiarized with emergency operations, FEMA has created a series of online and in-person courses. These courses are designed for people who have emergency management responsibilities and the general public. All are offered free-of-charge to those who qualify for enrollment. Independent Study courses can be found on FEMA's website under the header *FEMA Independent Study* at <https://training.fema.gov/is/crslist.aspx>. Independent Study courses are noted with "IS-." In-person courses are shared through AZ DEMA and publicized by YCOEM as they become offered in the area. It is recommended that EOC personnel also follow the Arizona Qualification System (AQS) recommendations and training as outlined in their Position Task Books.

1. Basic EOC Staff Requirements:

- IS-100 Introduction to Incident Command System.
- IS-700 National Incident Management System (NIMS) An introduction.
- IS-800 National Response Framework, An Introduction.
- IS-2200 Basic Emergency Operations Center Functions.

2. EOC General Staff Position Recommendations:

- ICS-300 Intermediate ICS for Expanding Incidents.
- ICS-400 Advanced ICS.
- ICS-191 ICS/EOC Interface.
- G2300 Intermediate EOC Functions.

3. Policy Group (PG) Recommendations:

- IS-908 Emergency Management for Senior Officials.
- G402-ICS for Executives and Senior Officials.

4. EOC Section Chief Position Recommendations:

- IS-230 Fundamentals of Emergency Management.
- IS-241 Decision Making and Problem Solving.
- IS-703 NIMS Resource Management.
- IS-235 Emergency Planning.
- IS-551 Devolution Planning.
- O305-All-Hazards Incident Mgt. Team Development & Training.
- L973-All-Hazards Finance/Admin Section Chief.
- L967-All Hazards Logistics Section Chief.
- L958-All-Hazards Operations Section Chief.
- L962-All Hazards Planning Section Chief.

5. Public Information Officer (PIO) Recommendations:

- IS-029 Public Information Officer Awareness.
- IS-042 Social Media in Emergency Management.
- IS-242 Effective Communications.
- IS-247 Integrated Public Alert & Warning System (IPAWS).
- IS-702 National Incident Management System (NIMS) Public Information Systems.
- G289-Public Information Office Awareness.
- G290-Basic Public Information Officer.
- G291-JIS/JIC Planning for PIO's.
- L952-All-Hazards Public Information Officer.
- L105- Public Information Basics

6. Community Organizations Active in Disaster (COAD) Recommendations:

- IS-10 Animals in Disasters: Awareness and Preparedness.
- IS-11 Animals in Disasters: Community Planning.

7. Geographic Information Systems (GIS) Recommendations:

- IS-060 Introduction and Overview–Homeland Security Geospatial Concept-of-Operations (GeoCONOPS).
- IS-061 GeoCONOPS In-Depth–Homeland Security Geospatial Concept-of-Operations (GeoCONOPS).
- IS-062 GeoCONOPS In-Practice–Homeland Security Geospatial Concept-of-Operations (GeoCONOPS).
- IS-063 Introduction and Overview–DHS Geospatial Information Infrastructure (GII).
- IS-922 Applications for GIS for Emergency Management.

B. Exercise Requirements

The Town of Chino Valley EM will coordinate discussion or operational exercises at least once every calendar year following the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP constitutes a national standard for all exercises. Through these exercises, the Town of Chino Valley supports organizations to achieve objective assessments of their capabilities so that strengths and areas for improvement may be identified, corrected, and shared as appropriate prior to a real incident.

The objectives of having an exercise include, but are not limited to:

- | | |
|---|--|
| • Test and evaluate plans, policies, and procedures. | • Clarify roles and responsibilities. |
| • Reveal planning weaknesses. | • Train personnel in roles and responsibilities. |
| • Reveal gaps in resources. | • Improve and increase individual performance. |
| • Improve inter-agency coordination and communications. | • Satisfy government requirements. |

Chapter 5: Authorities & References

5.1 CONTINUITY OF GOVERNMENT

A. Line of Succession for Town of Chino Valley

1. The Town of Chino Valley Mayor
2. The Town of Chino Valley Vice Mayor
3. Town Council Members
4. The Town of Chino Valley Manager

B. Line of Succession for Emergency Manager

1. The Town of Chino Valley Chief of Police
2. The Town of Chino Valley Deputy Chief
3. The Town of Chino Valley Police Patrol Lieutenant

C. Line of Succession for Town Department Heads

The line of succession to each department head is according to the Standard Operating Procedures (SOPs) established by each department.

D. Successor's Powers and Responsibilities

During any period, the Town of Chino Valley Mayor is unable to fulfill the duties outlined in this plan because of absence or disability, the person who assumes the position will have all of the powers and responsibilities (as outlined in this plan) as the chief executive officer of the Town of Chino Valley. The successor's powers and responsibilities shall terminate upon the return of the Town of Chino Valley Mayor.

E. Extent, Limits, and Cessation

In order to ensure continuity in operations of Town of Chino Valley departments and agencies during a period of emergency resulting from disaster (natural, technological, human-caused, or national security), a line of succession, and the extent, limits, and cessation of the successor's powers will be specified in each department's SOPs.

F. Preservation of Records

It is the responsibility of the manager or supervisor of each department to establish SOPs for the preservation of important records and equipment during and after emergencies. Said record will be retained pursuant to the Town of Chino Valley policy and Arizona Revised Statutes (A.R.S.).



5.2 AUTHORITIES AND REFERENCES

The Town of Chino Valley Emergency Operations Plan (EOP) shall be developed and maintained in accordance with current federal, state, and local emergency management requirements. The EOP follows the guidance provided in the Comprehensive Preparedness Guide (CPG)-101, the National Response Framework (NRF), the Arizona State Emergency Response and Recovery Plan (SERRP), and the Yavapai County EOP.

All town government departments, agencies, and offices that are under the authority of the Town of Chino Valley's Council shall function as outlined in the EOP. Local officials may also wish to refer to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93- 288, as amended.

A. Local Emergency Powers

The following is an excerpt from the A.R.S. § 26-311 - local emergency; power of political subdivisions; state agency assistance, as it relates to local authorities during emergencies:

"A. In addition to the powers granted by other provisions of the law or charter, whenever the mayor of an incorporated town or town or the chairman of the board of supervisors for the unincorporated portion of the county, shall deem that an emergency exists due to fire, conflagration, flood, earthquake, explosion, war, bombing, acts of the enemy or any other natural or man-made calamity or disaster or by reason of threats or occurrences of riots, routs, affrays or other acts of civil disobedience which endanger life or property within the town, or the unincorporated areas of the county, or portion thereof, the mayor or chairman of the board of supervisors, if authorized by ordinance or resolution, may by proclamation declare an emergency or a local emergency to exist.

B. If an emergency is declared pursuant to subsection A, the mayor or the chairman of the board of supervisors shall, during such emergency, govern by proclamation and shall have the authority to impose all necessary regulations to preserve the peace and order of the town, town, or unincorporated areas of the county, including but not limited to:

- 1. Imposition of curfews in all or portions of the political subdivision.*
- 2. Ordering the closing of any business.*
- 3. Closing to public access any public building, street, or other public place.*
- 4. Calling upon regular or auxiliary law enforcement agencies and organizations within or without the political subdivision for assistance.*
- 5. Notifying the constitutional officers that the county office for which they are responsible may remain open or may close for the emergency.*

C. In periods of local emergency, including an emergency declared pursuant to subsection A of this section, political subdivisions have full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements therefor.

D. State agencies may provide mutual aid, including personnel, equipment and other available resources to assist political subdivisions during a local emergency in accordance with emergency plans or at the direction of the governor."

B. State Emergency Authorities and References

1. Arizona Revised Statutes (A.R.S.)

- A.R.S. Title 26, Chapter 2, "Emergency Management"
- A.R.S. Title 36, Chapter 1, "State and Local Boards and Department of Health"

- A.R.S. § 36-2208, “Bureau of Emergency Medical Services and Trauma System”
- A.R.S. § 36-2209, “Powers and duties of the director”
- A.R.S. § 36-2210, “Local emergency medical services coordinating systems”

2. State Orders

- Executive Order 2017-06 (October 2017), Adoption of Revised 2018 SERRP
- Executive Order 98-1 (February 1998) - Superseded
- Executive Order 79-4 (June 1979)

3. State Plans and Agreements

- Arizona, State Emergency Response and Recovery Plan (SERRP, 2019)
- State of Arizona Hazard Mitigation Plan (October 2018)
- Memorandum of Agreement between AZ DEMA and AFCA (March 2000)
- AZ DEMA Continuity of Government/Operations Plan (January 2018)
- Arizona Fire Chiefs Association Fire Service Mutual Aid Plan (2019)
- Arizona Emergency Management Master Mutual Aid Compact (2018)

C. Federal Emergency Authorities and Directives

1. Federal Laws and Rules

- Public Law 78-410, "Public Health Service Act" Section 216; 42 U.S.C. 217
- Public Law 78-410, "Public Health Service Act" Section 311; 42 U.S.C. 243
- Public Law 78-410, "Defense Health Service Act" Section 319
- Public Law 81-774, “Defense Production Act of 1950” as amended, Title I, Section 101(a) and 101(b); 50 U.S.C. 2061; November 2008 AR-1
- Public Law 93-288, as amended by Public Law 100-707, "Robert T. Stafford Disaster Relief and Emergency Assistance Act" (November 23, 1988)
- Public Law 95-124, "Earthquake Hazards Reduction Act of 1977"; 42 U.S.C. 7701 and 7704
- Public Law 95-313, "Cooperative Forestry Assistance Act of 1978"
- Public Law 96-510, "Comprehensive Environmental Response, Compensation, and Liability Act of 1980" Section 104(i); 42 U.S.C. 9604(i)
- Public Law 101-640, "Water Resources Development Act of 1990" Title III, Section 302, 5(a)(1) (November 1990)
- United States Congress Act of January 5, 1905, as amended; 36 U.S.C. (American National Red Cross Congressional Charter)
- Communications Act of 1934, as amended
- Older Americans Act of 1965, as amended, Section 310; 42 U.S.C. 3030
- Food Stamp Act of 1977, Section 5(h)(1); implemented by 46 CFR 8922 and 8923

- Interstate Commerce Act, Emergency Rates; 49 U.S.C. 10724 and 11121 to 11128
- Public Law 93-288, “Robert T. Stafford Disaster Relief and Emergency Assistance Act” as amended, implemented by Food Distribution Regulations, Parts 250.1(b) and 250.8(e)
- 7 CFR Part 250.1(b)(10)&(11) - Food Commodity Funding
- 10 CFR Part 50, NRC - Emergency Planning and Preparedness
- 28 CFR Part 65 - Emergency Federal Law Enforcement Assistance
- 40 CFR Part 300 - National Oil and Hazardous Substances Pollution Contingency Plan
- 44 CFR Part 322 - Defense Production: Priorities and Allocation Authority
- 44 CFR Part 350 - Review and approval of State and Local Radiological Emergency Plans and Preparedness
- Public Law 106-390 – Amendment to Robert T. Stafford Disaster Relief and Emergency Assistance Act (October 2000)
- Public Law 107-296 Homeland Security Act of 2002 (October 2002) Authorities and References November 2008 AR-3

2. Federal Orders

- Executive Order 10480, "Further Providing For The Administration of the Defense Mobilization Program" as amended (August 1953)
- Executive Order 12148, "Federal Emergency Management" (July 20, 1979)
- Executive Order 12472, "Assignment of National Security and Emergency Preparedness Telecommunications Functions" (April 1984)
- Executive Order 12656, "Assignment of Emergency Preparedness Responsibilities" (November 1988)
- Executive Order 12657, "FEMA Assistance in Emergency Preparedness Planning at Commercial Nuclear Power Plants" (November 1988)
- Executive Order 12777, "Implementation of Section 311 of the Federal Water Pollution Act of October 18, 1972, as amended, and the Oil Pollution Act of 1990" (October 1991)
- Executive Order 10310, Critical Infrastructure Protection (July 1996), as amended – E.O. 13231 (October 2001)
- Executive Order 13228, Establishing the Office of Homeland Security and the Homeland Security Council (October 2001); as amended – E.O. 13284, January 2003; E.O. 13286, February 2003
- Executive Order 13231 on Critical Infrastructure Protection (October 2001), as amended – E.O. 13284, January 2003; E.O. 13286, February 2003
- Executive Order 13286 Amendment of Executive Orders, and Other Actions, in Connection with the Transfer of Certain Functions to the Secretary of Homeland Security (February 2003)

3. Federal Directives

- Homeland Security Presidential Directive – 3 (HSPD-3), “Homeland Security Advisory System” (March 2002)

- Homeland Security Presidential Directive – 5 (HSPD-5), “Management of Domestic Incident” (February 2003)
- Homeland Security Presidential Directive – 7 (HSPD-7), “Critical Infrastructure Identification, Prioritization, and Protection” (December 2003)
- Presidential Policy Directive – 8 (PPD-8), “National Preparedness” (March 2011)
- Homeland Security Presidential Directive – 20 (HSPD-20), “Continuity of Operations” (May 4, 2007)
- National Security Presidential Directive – 51 (NSPD-51), “Continuity of Operations” (May 4, 2007)

4. Federal Plans and Agreements

- National Response Framework (NRF) (October 2019)
- National Incident Management System (NIMS) (October 2017)
- Federal Communications Commission Report and Order of August 4, 1981
- National Plan for Telecommunications Support in Non-Wartime Emergencies (January 1992)
- Department of Defense Directive 3025.1, "Military Support to Civil Authorities" (1992)
- Federal Preparedness Circular 8, "Public Affairs in Emergencies"
- American Red Cross Disaster Services Regulations and Procedures, ARC 3003 (January 1984)
- American National Red Cross Mass Care Preparedness and Operation Procedures and Regulations, ARC 3031 (February 1998)
- American National Red Cross-National Board of Governors Disaster Services Policy Statement (July 1, 1977) - BOG Disaster Services Policy, Section 2.6, Revised (February 2003)
- Statement of Understanding Between the Federal Emergency Management Agency and the American National Red Cross (Jan. 22, 1982)
- CPG 1-14, Principals of Warning and Criteria Governing Eligibility of National Warning Systems (NAWAS) Terminals
- CPG 1-16, National Warning Systems (NAWAS) Operations Manual
- DOD Directive 6010.17 - National Disaster Medical Service
- CONPLAN 7300-91, Commander, Western Defense Command Integrated CONUS Regional Medical Mobilization Plan
- Prevention and Control of Stress Among Emergency Workers, U.S. Department of Health and Human Services (DHHS), DHHS Publication No. (ADM) 88-1496
- Disaster Work and Mental Health: Prevention and Control of Stress Among Workers, U.S. Department of Health and Human Services (DHHS), Publication No. (ADM) 87-1422
- Critical Incident Stress Debriefing: (CISD) - An Operations Manual for the Prevention of Traumatic Stress Among Emergency Services and Disaster Workers. Jeffrey T. Mitchell & George S. Everly, Jr. Plus various other works by Jeffrey T. Mitchell

- Chemical/Biological (C/B) Health and Medical Services Support Plan (June 1996)
- USDA “National Response To A Highly Contagious Animal Disease Plan” (March, 2001)
- USDA “Bovine Spongiform Encephalopathy (Mad Cow Disease) Response Plan” (October 1998)
- Statement of Understanding Between the Federal Emergency Management Agency and the American National Red Cross (October 1, 1997)

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Chapter 6: Definitions & Abbreviations

6.1 DEFINITIONS

ARIZONA DEPARTMENT OF EMERGENCY and MILITARY AFFAIRS (AZ DEMA): The state agency responsible for preparation and execution of emergency functions to prevent, minimize, and repair injury and damage resulting from hostile actions or natural disasters as stated in the Arizona Revised Statutes.

COMMON OPERATING PICTURE (COP): The common operating picture (COP) is the core Department of Homeland Security (DHS) situational awareness (SA) capability for effective decision making, rapid staff actions, and appropriate mission execution. It is an integrated SA application that supports the DHS mission of responding to threats and hazards to the nation by collecting, sharing, and displaying multi-dimensional information that facilitates collaborative planning and responses to these threats.

COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER (COAD): COAD is an organization, based within a community or jurisdiction, composed of representatives from public, private, and not-for-profit agencies. COADs enhance the community's ability to mitigate, prevent, prepare for, respond to, and recover from disasters, ensuring that human needs in a disaster are evaluated and addressed. COADs coordinate with COADs during a disaster at the state and federal level.

DISASTER: A dangerous event that causes significant human and economic loss and demands a crisis response beyond the scope of any single agency or service, such as the fire or police department. Disasters are distinguished from emergencies by the greater level of response required. Disasters may require resources beyond those available locally.

DISASTER DECLARATION: Disaster declarations are governed by the Stafford Act, CFR 44, and Arizona Administrative Code Title 8. Disaster declarations occur when a jurisdiction has exceeded its capabilities to respond. The senior elected official of a jurisdiction will sign a proclamation and forward it to the next higher jurisdiction. E.g., the Town of Chino Valley Mayor will send their declaration to the Town Council, then the Town Council will forward it to the county, the county will forward it to the state Governor, and the state Governor will forward it to the President of the United States.

EMERGENCY: An incident that requires response.

"EMERGENCY" AS PROCLAIMED BY THE TOWN MAYOR Whenever, at the discretion of the Town Mayor, the safety of the Town of Chino Valley and its citizens requires the exercise of extreme measures due to an impending or actual disaster, he/she may declare an emergency to exist in the town, or any part of the town, to aid individuals and government agencies.

EMERGENCY DECLARATION: An emergency declaration is a declaration in support of a response to or an anticipated event. An emergency declaration provides additional authority from the Town of Chino Valley Mayor.

EMERGENCY OPERATIONS CENTER (EOC): A centralized facility to be utilized by a local, town, state, tribal, or federal government for direction, control, and coordination responsible for carrying out the principles of emergency preparedness and emergency management or disaster management functions at a strategic level in an emergency or disaster.

EMERGENCY SUPPORT FUNCTION (ESF): A functional area of response activity established to facilitate the delivery of federal, state, and local assistance required to the Town of Chino Valley during the immediate response phase of a disaster to save lives, protect property and public health, and to maintain public safety.

INDIVIDUAL ASSISTANCE (IA): Disaster assistance is available for affected individuals, families, and businesses following a Presidential disaster declaration. Assistance may be provided in the form of low-interest loans, cash grants, housing assistance, unemployment benefits, and other forms.

INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS): Provide integrated services and capabilities to local, state, and federal authorities that enable them to alert and warn their respective communities via multiple communications methods. IPAWS allows alerting authorities to write their message using open standards.

INDEPENDENT STUDY (IS): FEMA's Independent Study Program offers courses that support the nine mission areas identified by the National Preparedness Goal: Incident Management; Operational Planning; Disaster Logistics; Emergency Communications; Service to Disaster Victims; Continuity Programs; Public Disaster Communications; Integrated Preparedness; and Hazard Mitigation. Self-paced courses designed for people who have emergency management responsibilities and the general public. All are offered free of charge to those who qualify for enrollment.

JOINT INFORMATION CENTER (JIC): The primary field location for the coordination of federal, state, and local media relations, located in or near the EOC.

MAJOR DISASTER: Any hurricane, tornado, storm, flood, high water, wind-driven water, earthquake, volcanic eruption, landslide, snow storm, explosion, or other catastrophes in any part of the United States that, in the determination of the United States, causes damage of sufficient severity and magnitude as to warrant major disaster assistance under Public Law 93-288 above and beyond emergency services by the federal government, to supplement the efforts and available resources of the state, local governments, and disaster relief organizations in alleviation of the damage, loss, hardship, or suffering caused thereby.

NATIONAL WARNING SYSTEM (NAWAS): A protected full-time voice communications system that provides warning information throughout the nation.

NON-GOVERNMENTAL ORGANIZATION (NGO): A non-governmental organization (NGO) is any non-profit, voluntary citizens' group that is organized on a local, national, or international level. Task-oriented and driven by people with a common interest, NGOs perform a variety of service and humanitarian functions, bring citizen concerns to governments, advocate and monitor policies, and encourage political participation through the provision of information.

PUBLIC ASSISTANCE (PA): Disaster relief from a Presidential declared disaster through which the Federal Government supplements the efforts of state and local governments to return the disaster area to pre-disaster conditions. These efforts primarily address the repair and restoration of public facilities, infrastructure, or services that have been damaged or destroyed.

RECOVERY: That period of time subsequent to an emergency when community recovery from disaster damage takes place, including the use of any available town, state, federal government, and private resources.

RESPONSE: Activities to address the immediate and short-term effects of an emergency or disaster.

SITUATIONAL AWARENESS (SA): being aware of what is happening in the vicinity, in order to understand how information, events, and one's own actions will impact goals and objectives, both immediately and in the near future.

TERRORISM: Defined by the Federal Bureau of Investigation (FBI) as the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives. Terrorism incidents may include Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) incidents.

WILDLAND FIRE: Any non-structure fire that occurs in the wildland. A wildland fire can be considered a natural, technological, or human-caused disaster depending on the initial cause. Three distinct types of wildland fire include wildfire, wildland fire use, and prescribed fire.

6.2 LIST OF ACRONYMS

AAR	After-Action Review
ADS	Animal Disaster Services
AFCA	Arizona Fire Chiefs Association
ARC	American Red Cross
ARES/RACES	Amateur Radio Emergency Services/Radio Amateur Civil Emergency Service
A.R.S.	Arizona Revised Statutes
AQS	Arizona Qualification System
AZ DEMA	Arizona Department of Emergency and Military Affairs
AZ DFFM	Arizona Department of Forestry and Fire Management
AZ DPS	Arizona Department of Public Safety
AZMAC	Arizona Mutual Aid Compact
CBRNE	Chemical, Biological, Radiological, Nuclear, and Explosives
CISD	Critical Incident Stress Debriefing
CISM	Critical Incident Stress Management
Town of Chino Valley EOC	Town of Chino Valley Emergency Operations Center
Town of Chino Valley EM	Town of Chino Valley Emergency Manager
Town of Chino Valley EOP	Town of Chino Valley Emergency Operations Plan
COAD	Community Organizations Active in Disaster
CONUS	Contiguous United States
CONPLAN	Contingency Plan
CPG-101	FEMA's Comprehensive Preparedness Guide 101
DHHS	Department of Health and Human Services
DOD	Department of Defense
EMS	Emergency Medical Service
ENS	Emergency Notification System
EOC	Emergency Operations Center
EOC-AP	Emergency Operations Center Action Plan
EOP	Emergency Operations Plan
ESF	Emergency Support Function
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency
GII	Geospatial Information Infrastructure
GIS	Geographic Information Systems

GeoCONOPS	Geospatial Concept-of-Operations
HAZMAT	Hazardous Material
HSPD	Homeland Security Presidential Directive
HSEEP	Homeland Security Exercise and Evaluation Program
IC	Incident Commander
ICS	Incident Command System
IGA	Intergovernmental Agreement
IMT	Incident Management Team
IPAWS	Integrated Public Alert and Warning System
IS	Independent Study
JIC	Joint Information Center
JIS	Joint Information System
LASER	Large Animal Shelters and Emergency Readiness
MAA	Mutual Aid Agreement
MACS	Multiagency Coordination System
MOU	Memorandum of Understanding
NAWAS	National Warning System
NGO	Non-Governmental Organization
NIMS	National Incident Management System
NRF	National Response Framework
NSPD	National Security Presidential Directive
NWS	National Weather Service
PDA	Preliminary Damage Assessment
PG	Policy Group
PIO	Public Information Officer
SEOC	State Emergency Operations Center
SERRP	Arizona State Emergency Response and Recovery Plan
SOP	Standard Operating Procedure
TSA	The Salvation Army
USDA	United States Department of Agriculture
USDHS/DHS	United States Department of Homeland Security
USFS	United States Forest Service
WUI	Wildland Urban Interface
YCOEM	Yavapai County Office of Emergency Management
YCSO	Yavapai County Sheriff's Office