



TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION
TUESDAY, MAY 14, 2024
4:30 PM

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

AGENDA

- 1. CALL TO ORDER; ROLL CALL**
- 2. Discussion and update from representatives of Circle K and the Arizona Department of Environmental Quality (ADEQ) regarding the recent underground release of fuel from the Chino Valley Circle K store.**
- 3. ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, MAY 14, 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**
 - a. Presentation from Frank Sanderson, Northern AZ Division Manager of Arizona Public Service on an overview of APS's Firewise/Fire Mitigation Program.**
 - b. Presentation and update from Scott Freitag, Fire Chief with Central Arizona Fire and Medical Authority.**
- 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.

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 adopt Resolution No. 2024-1251, designating Kathryn Pehl as Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.
- b. Consideration and possible action to adopt Resolution No. 2024-1252 designating Kathryn Pehl as Chief Fiscal Officer for officially submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General.
- c. Consideration and possible action to approve the April 9, 2024, study session, executive, and regular meeting minutes.
- d. Consideration and possible action to approve the April 23, 2024, study session and regular meeting minutes.

6. ACTION ITEMS

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

- a. Consideration and possible action to award a construction contract to Asphalt Paving & Supply, Inc. for the North Road 1 East Improvements project in the amount of \$1,598,698.98.

Recommended Action: Award a construction contract to Asphalt Paving & Supply, Inc. for the North Road 1 East Improvements project in the amount of \$1,598,698.98.

- b. Consideration and possible action to adopt Resolution No. 2024-1253 adjusting fees for the Chino Valley Aquatic Center.

Recommended Action: Adopt Resolution No. 2024-1253, adjusting admission fees for the Chino Valley Aquatic Center and repealing conflicting resolutions.

- c. Consideration and possible action to appoint members to the Capital Improvement Program Citizen's Advisory Committee.

Recommended Action: Appoint applicants to the Capital Improvement Program Citizen's Advisory Committee per the recommendation of the Appointments Subcommittee.

7. ADJOURNMENT



TOWN COUNCIL NOTICE & AGENDA

**EXECUTIVE SESSION
TUESDAY, MAY 14, 2024
6:30 PM**

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. *An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, resignation, or salary of Cindy Blackmore, Town Manager.*
3. **ADJOURNMENT**

Dated this 7th day of May, 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 # 2a
MEETING DATE: 5/14/2024
CONTACT PERSON: Cindy Blackmore, Town Manager
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Presentation from Frank Sanderson, Northern AZ Division Manager of Arizona Public Service on an overview of APS's Firewise/Fire Mitigation Program.

SUMMARY:

N/A

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Fire Mitigation Flyer _ Yavapai County FL
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APS Wildfire Safety and Fire Mitigation

Providing you with safe, reliable energy is our top priority. We work year-round to prepare for and reduce the risk of wildfire in our communities.

As an energy provider, our role includes partnering with communities, first responders and customers to reduce wildfire risk and prepare for emergencies.

We play our part through long-term planning and ongoing system maintenance to keep people, property and land safe around electricity.

Our year-round wildfire preparedness and efforts involve:

- Maintaining more than 38,000 miles of power lines to ensure safety and reliability.
- Creating defensible space by removing vegetation around poles and substations.
- Using advanced technology to troubleshoot issues more quickly, reduce the number of customers impacted and decrease the duration of outages.
- Working with communities on their emergency preparedness specific to wildfires.
- Keeping customers informed during any power outages that may be necessary to reduce wildfire risk or keep first responders safe.
- Communicating to our partners and the public about our work to prevent wildfires and to promptly restore power after an outage.



Here are ways you can prepare for wildfire season:

- Create an account online by visiting aps.com/login. If you already have an account, sign in to be sure your information is current in case we need to reach you.
- Get emergency alerts through local resources and visit ein.az.gov to create an emergency preparedness plan. Get emergency alerts and more information for Yavapai County by visiting yavapaiaz.gov/ready.
- Keep grass, weeds, trees and shrubs trimmed. Dispose of trimmings and trash properly.
- Have flashlights, batteries, a portable cellphone charger and water handy.

Integrated Vegetation Management Program

Each year, we inspect transmission and distribution lines and clear overgrowth around our equipment within rights of way.

Protocols During Elevated Fire Conditions

During elevated fire conditions, power outages may be extended until crews can perform visual inspections of lines and remove any potential hazards from around our equipment that could pose fire risks. In the event of a wildfire or during extreme fire risk conditions, power lines may be temporarily taken out of service to protect firefighters, which could result in outages that might last longer than usual. We continue to invest in specialized equipment on our lines to help reduce outage durations for customers.

Line Inspections and Public Safety Patrols

We conduct an annual patrol of nearly 5,000 miles of overhead lines using drones, vehicles and, in heavily vegetated areas, by foot. Each year, we complete a pole-by-pole inspection and identify necessary maintenance to complete the work ahead of elevated fire conditions.

Defensible Space Around Poles (DSAP) Program

Proactively creating defensible space within a 10-foot radius around poles helps protect electrical equipment from the impacts of wildfire and prevent wildfire ignitions.

Customer Communication

We realize that any disruption of power is a major inconvenience to customers. You will receive text or email outage alerts if you have an online account or a cellphone number in our system. If you don't have an online account, create one at aps.com/login to easily manage your preferences. To ensure customers are kept informed, we are reaching out in a variety of ways, including:

- Mailed postcards to customers in areas with high fire risk
- Emails and bill messages
- Radio and newspaper ads
- Online Outage Center (aps.com/outage) and Wildfires (aps.com/wildfires) pages

aps.com/wildfires





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 5/14/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1251, designating Kathryn Pehl as Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.

SUMMARY:

As required by Arizona Revised Statutes 41-1279.07(E), annually by July 31, each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) that the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report. As the prior CFO retired in January 2024, a new form is required to be authorized and submitted to the Auditor General for the current fiscal year, FY 2024.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1251, designating Finance Director Kathryn Pehl as the Town's Chief Fiscal Officer for officially submitting the fiscal year 2024 expenditure limitation report to the Arizona Auditor General.

FISCAL IMPACT?

There is no fiscal impact associated with this request.

ATTACHMENTS:

1.	RES 2024-1251 CFO Designation FY24
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RESOLUTION NO. 2024-1251

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Town of Chino Valley Mayor and Council desires to designate Kathryn Pehl as the Town of Chino Valley's Chief Fiscal Officer for the purpose of submitting the Town's AELR for fiscal year 2024; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Finance Director Kathryn Pehl is hereby designated as the Town of Chino Valley's Chief Fiscal Officer for purposes of submitting the fiscal year 2024 AELR to the Arizona Auditor General on the governing body's behalf.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution, including submitting an updated form and documentation for any changes in the individuals designated to file the AELR.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of May 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1251 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 14, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 5/14/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1252 designating Kathryn Pehl as Chief Fiscal Officer for officially submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General.

SUMMARY:

As required by Arizona Revised Statutes 41-1279.07(E), annually by July 31, each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) that the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1252, designating Finance Director Kathryn Pehl as the Town's Chief Fiscal Officer for officially submitting the fiscal year 2025 expenditure limitation report to the Arizona Auditor General.

FISCAL IMPACT?

There is no fiscal impact associated with this request.

ATTACHMENTS:

1.	RES 2024-1252 CFO Designation FY25
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RESOLUTION NO. 2024-1252

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Town of Chino Valley Mayor and Council desires to designate Kathryn Pehl as the Town of Chino Valley's Chief Fiscal Officer for the purpose of submitting the Town's AELR for fiscal year 2025; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Finance Director Kathryn Pehl is hereby designated as the Town of Chino Valley's Chief Fiscal Officer for purposes of submitting the fiscal year 2025 AELR to the Arizona Auditor General on the governing body's behalf.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of May 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1252 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 14, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 5/14/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the April 9, 2024, study session, executive, and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the April 9, 2024, study session, executive, and regular meeting minutes.

ATTACHMENTS:

1.	2024 04 09 CC SS RG SP MND
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**MINUTES OF THE
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, APRIL 9, 2024
5:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**



TOWN COUNCIL NOTICE & AGENDA

**STUDY SESSION
TUESDAY, APRIL 9, 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 5:00 p.m.

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

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Finance Director Katie Pehl; Human Resources Director Laura Kyriakakis; Assistant Development Services Director Will Dingee; Town Water Consultant Mark Holmes; Public Works Director/Town Engineer Frank Marbury; Audio Visual Technician Lawrence Digges; Town Clerk Erin N. Deskins

2. Continued discussion regarding proposed changes to Town Code Utility Connections requirements.

Frank Marbury, Public Works Director, presented the following:

- The presentation was held last meeting and staff moved straight to discussion on a case by case basis.

Council and staff discussed the following:

Water

- Staff began with Single Family Residential (SFR) which had no recommended

changes.

- Council had no discussion.
- Staff moved on to subdivisions:
 - Lots less than one acre also had no recommended changes.
 - Council had no discussion.
 - Lots larger than one acre – current code stated they must connect if water and sewer were available within 300 feet of the subdivision. The proposal was to require connection regardless of distance.
 - Council inquired about a subdivision such as Appaloosa Meadows.
 - Staff stated if that was a new subdivision going in under the proposed code changes it would require connection.
 - Each councilmember stated their individual opinions on the change.
- Staff moved on to single Commercial/Industrial lots:
 - Current code stated they all must connect if water was available at the property line. The Water and Utilities Subcommittee had discussed all new and existing properties being required to connect regardless of distance.
 - Staff felt this would create issues and offered the following options: mandatory connections when available at the property line, or within 300 feet of the property line.
 - Council discussed other options such as changing the distance.
 - Council inquired about the cost of a water meter.
 - Staff stated most businesses would need a one- or two-inch meter which was \$15,000 to \$20,000. The Town had just paid \$35,000 for the meter on the police building. The business would be responsible for that charge.
 - Council discussed increasing the deadline for when the business had to connect to water upon availability and removing the distance.
- Staff moved on to Multi-Family:
 - This code received a specific title so as not to interfere with any land use definitions or SFR with a guest house.
 - They were currently treated like commercial/industrial lots and must connect if water was at the property line. Staff inquired if Council wanted new developments to connect regardless of distance like subdivisions.
 - Councilmembers agreed with that proposal.

Sewer

- Staff began with SFR which had no recommended changes.
 - Council had no discussion.
- Staff moved on to subdivisions:
 - Staff recommended the same provisions for sewer as were proposed for water.
 - Council asked for the definition of a subdivision.
 - Staff stated it was defined under Title 9 of State Statute and was whatever needed a plat from the Planning Department. When divided into four or more lots, unless a new street was created then it was two or more lots. It was also written into Chapter 154 of the Town UDO.
 - Andrew McGuire, Town Attorney, stated that if it was already subdivided land, regardless of the number of lots, it would be a subdivided parcel.

- Staff moved on to single Commercial/Industrial lots:
 - Current code stated connection was required within 120 days of notice once sewer became available within 300 feet of the property line.
 - The Water & Utilities Subcommittee recommended that these properties work like subdivisions.
 - Staff suggested mirroring the water policy and allow development with septic if sewer was not available, but upon availability they would be required to connect within a year of availability.
 - Staff stated they would have the company design the building to connect.
- Staff moved on to Multi-Family:
 - Staff inquired if Council wanted this to also follow the water proposal.
 - Council agreed.

3. ADJOURNMENT

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to adjourn the meeting at 5:20 p.m.

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

NAY: None

7 - 0 Passed - Unanimously



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, APRIL 9, 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

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 Annie Perkins - remote, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer

Steve Sellers (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; Town Water Consultant Mark Holmes; Human Resources Director Laura Kyriakakis; Police Chief Chuck Wynn; Community Services Director Cyndi Thomas; Audio Visual Technician Lawrence Digges; Town Clerk Erin N. Deskins

2. **Executive session pursuant to A.R.S. §38-431.03(A)(3) for discussion or consultation for legal advice with the attorneys for the Town regarding water rights.**

3. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a. Presentation and update from the Chino Valley Equestrian Association regarding their annual report.

Trudy Ruth, Treasurer of the Chino Valley Equestrian Association, presented the following:

- Affiliates were added in the last year including:
 - EXCA
 - Sunset Ranch
 - Prescott Saddle Club
 - Northern Arizona Chapter of American Dressage – they would be holding two events at the park this year.
- Membership was up to 200.
- Provided photos and a list of the volunteer work that happened at the park including organizing and participating in parades, improvements to the park, etc.
- Events and participation in events increased in the last year.
- The Park received more sponsors in the last year.
- Improvements included a water truck, bleachers, new sound system, equipment shed, and new footing in the main arena.
- Community outreach included participating in the Prescott Frontier Days Parade, Territorial Days Parade, Veteran's Day Parade, December to Remember, etc.
- The association brought in nearly \$80,000 and spent nearly \$70,000.
- Shows for the year included breed, driving, EXCA High Plains Tumblers, working equitation, hunter, jumper, and dressage, etc.
- Presented the association's projected economic impact on the Town using the formula provided by The American Quarter Horse Association.
- The association was already done with half their improvements planned for 2024 including a new driving port, installation of a round pen and a liberty area. They were still planning to extend utilities, and install gates and an auto entry system.
- Introduced the board of directors.

- b. Presentation of Proclamation declaring April 2024 as Fair Housing Month.

There was no one from NACOG available to receive the proclamation. Council moved on to item 3c.

- c. Presentation of Proclamation declaring April 15-20, 2024 "Stand With Me, Be Drug Free" Week presented by MatForce.

Chuck Wynn, Police Chief, presented the following:

- This proclamation would declare that the Town was standing against drug use.
- Introduced Kelly with MatForce who hosted the quarterly meetings in Chino Valley.

Kelly Lee, Program Manager with MatForce, presented the following:

- MatForce was the Yavapai County Substance Prevention Coalition. They had programs, county-, state-, and nation-wide.
- The program's goal was to stop substance misuse before it even started.
- The coalition was made up of many stake holders and over 100 volunteers.
- They provided age-appropriate drug prevention education from K-12th grade.
- They also support parents and caregivers with free parenting education classes, community trainings, webinars, and resources.
- Studies consistently showed that 84% of people choose not to use illegal drugs.
- This celebrated healthy families and provided support to those who needed it by working with the schools, law enforcement, and town government.
- There would be a free event at Mortimer Farms on Saturday, April 20th from 10:00 a.m. to 2:00 p.m.

Mayor Miller read and presented the proclamation.

4. 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.

Larry Holt presented the following:

- He was addressing the alleged spill of 86,000 gallons of gasoline within the Town. He stated that 86,000 gallons spread over a 7 acre parcel equated to one quart of gasoline for every square foot. He stated that he did not trust the information that Circle K was putting out and ADEQ was not providing sufficient information. He stated while the wells were currently testing negative, it may take months or years before the spill reached the wells. He stated that he understood if information was not coming forward because it was an active investigation, but if that was the case they needed to say so. He was asking Council to demand answers from ADEQ regarding how much gas was found in core samples, the concentration of such, and how deep the gas was discovered. He felt this should be the Town's number one concern.

5. 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.

The Council had nothing to report.

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

Cindy Blackmore, Town Manager, presented the following:

- The Town would be hosting a Free Dump Day on Saturday, May 4th from 8:00 a.m. to 5:00 p.m. at the corner of Perkinsville Road and Old Home Manor Drive.
- The Town Clerk wanted citizens to know that they could submit arguments supporting or opposing ballot measure Proposition 475 for continuation of the Alternative Expenditure Limitation – Home Rule Option until Wednesday, May 1st.

6. 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 Item 6a as presented.

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

NAY: None

7 - 0 Passed - Unanimously

- a. Consideration and possible action to approve the March 12, 2024, regular meeting minutes.

7. 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 (CPA), Job Order No. 1 with Fann Contracting, Inc. for the East Road 4 South Sewer Extension project in the amount of \$998,265.00.

Recommended Action: Approve the Cooperative Purchasing Agreement (CPA), Job Order No. 1 with Fann Contracting, Inc. for the East Road 4 South Sewer Extension project in the amount of \$998,265.00.

Frank Marbury, Public Works Director, presented the following:

- This was a request to continue the extension of the sewer line down Road 1 East.
- The length of the project was 2,100 feet of 18-inch sewer main.
- The engineer's estimate for the project was \$1,076,000.
- The estimated construction time was three months.
- Funding would come from undesignated capital improvement funds.
- This project would get sewer to the commercial corner of Road 4 South and Highway 89 which was a goal of the Town for quite some time. Continued development happening there sped this up.
- The existing grow facility on Road 4 South already had dry lines installed and would be able to connect immediately.
- The subdivision in the area was one of the highest density and was still on all septic.
- The expansion would benefit the Council's goal of infrastructure expansion, help sustain the water supply with increased water recharge, and increase sewer customer base, and hopefully eliminate some of the individual septic systems.
- The expansion would benefit economic development by making that corner more marketable, potentially bringing in more sales tax dollars.
- Potential development would benefit the Town by collecting one-time construction sales tax dollars, connection fees to help pay for the capacity of the sewer plant, user fees on a monthly utility basis, and sales tax on retail establishments.

Council and staff discussed the following:

- Council inquired about the development nearby.
 - Staff stated it was Yavapai Estates.
 - Council inquired if the main would accommodate that development should the need arise.
 - Staff stated Road 3 South would be another route to look at for that development.
 - Council inquired if they were quarter acre lots like the Town experienced with nitrates in the 2000's.
 - Staff stated they were not sure of the lot size in that development. It was all septic along with the Antelope Valley Apartments and Gabby's restaurant.
 - Council stated it was not a matter of if, but a matter of when it would be a project the Town would need to deal with.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to approve the Cooperative Purchasing Agreement, Job Order No. 1 with Fann Contracting in the

amount of \$998,265.00.

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

NAY: None

7 - 0 - Unanimously

- b. Consideration and possible action to award a Professional Service Agreement (PSA) for Engineering Services to Pacific Advanced Civil Engineering, Inc. (PACE) in the amount of \$826,915 for the Water Reclamation Facility Improvements Project.

Recommended Action: Award a Professional Service Agreement (PSA) for Engineering Services to Pacific Advanced Civil Engineering, Inc. (PACE) in the amount of \$826,915 for the Water Reclamation Facility Improvements Project.

Mark Holmes, Water Consultant, presented the following:

- This was about the WRF modification.
- February 2023 - staff brought on a consultant to look at a WRF assessment of different opportunities and options.
- June 2023 – the assessment was completed.
- September 2023 – the item was brought before Council.
- December 2023 – staff put out a Request for Qualifications.
- February 2024 – the most qualified vendor was selected and notified.
- Staff and the consultant was there tonight to discuss the proposed work, the fee, and the schedule.
- Introduced Taylor Pierce.

Taylor Pierce, Project Manager with PACE, presented the following:

- The company had done several Membrane Bio-Reactor (MBR) projects in the region.
- The company began in 1987 and expanded to Arizona in the mid-1990's.
- Provided a map of their project locations.
- They would be bringing some new technology from their labs to pilot new systems in Chino Valley.

Mark Holmes, Water Consultant, presented the following:

- The project would entail two 100,000 gallon flow equalization basins constructed on the east and north of the current treatment basins. The average flows would increase from .36 million gallons per day and .25 million gallons per day to an average of .5 million gallons per day up to .85 million gallons per day.
- This would solve the peak flow and water quality issues the plant was currently experiencing and extend the life of the plant for 10 years without doing a major expansion.
- Everything built would be utilized in any future expansions of the plant.

- Total cost was a little over \$2.8 million.
- The scope of work included: PACE acting as Construction Manager at Risk, design, engineering, permitting, and managing construction phases of work, plant updates for outdated equipment, and a PFAS pilot system. This would cost a total of \$826,915.
- Staff decided to wait on a PFAS full design until the EPA issued the clean water act maximum contaminant level (MCL) numbers which could take years.
- Design would begin immediately with construction beginning in July and going through June 2025.

Council and staff discussed the following:

- One councilmember stated that he read the EPA would be issuing MCL numbers next month.
 - Staff stated that was for drinking water, but the clean water act was still in the back room trying to figure out what that would look like.
- One councilmember clarified that this project was not a want, but a need.
 - Staff stated that was correct as the plant was hitting peak flows.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to award a Professional Service Agreement to Pacific Advanced Civil Engineering, Inc. in the amount of \$826,915.

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

NAY: None

7 - 0 Passed - Unanimously

- c. 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.

Recommended Action: i) Hold a public hearing ii) Approve Ordinance No. 2024-943

Laurie Lineberry, Development Services Director, presented the following:

- This was part two of the public hearing continued from the last meeting.
- Provided a brief summary of the last hearing.
- Staff's key point was that the containers should be for storage only (although the possibility for them to be used as dwellings would be looked at by next summer).
- One councilmember had asked for a sunset clause. That was not included in the ordinance presented as the Town Attorney had questions and there was no time to get to those answers in time for agenda publishing.

Council and staff discussed the following:

- Council asked for a brief summary of what the ordinance entailed for the benefit of the audience.
 - Staff stated the process was for an over-the-counter permit. Staff would pull

up the map of the property, print it out, look at placement and confirm setbacks, that there would be no electrical or plumbing, and give instructions regarding painting. The ordinance included language to bring existing containers into compliance, and the ability for owners who wanted more than the number of units to go through a Conditional Use Permit (CUP) process which would include a public hearing, notification to the neighbors, etc.

- Council inquired if the permit would still be free.
 - Staff stated finance was in the process of updating the fee schedule, but was not sure when that would come out. For now they would be free.
- Council inquired if the CUP would just go through Planning & Zoning (P&Z) or through Council as well.
 - Staff stated they would like the process to be more administrative in nature.
- Council discussed a possible sunset clause to force them to revisit the issue in three years.
 - Andrew McGuire, Town Attorney, asked if the three year sunset was meant to go back to the current status of the containers being all over Town with no oversight.
 - Council stated they wanted to revisit the matter six months prior to the sunset and extend it however long they needed to. Council acknowledged that there was risk with having a sunset clause.
- One councilmember felt that they were taking on more than they could handle regarding enforcement and felt that homeowners should speak with their neighbors about containers on their property.
 - Another councilmember felt it could get out of hand if a family with one acre could have five or six containers and it would start creating problems.
 - The councilmember responded that walking onto someone's property and telling them to paint their 20-year-old container would cause problems.
- One councilmember felt the Town let the issue get as bad as it was and felt that this ordinance needed to be adopted and all existing containers be grandfathered in.

Mayor Miller opened the Public Hearing.

Remmie Ten Berge presented the following:

- He had been operating Chino Rentals for over 40 years and had been using containers during that time for storage of seasonal tools, items, and other merchandise. He had six 40-foot containers and two 20-foot containers. They worked well because of the height and length with no need to lift anything heavy. He had never received objections from citizens or the Town. He had other properties along Highway 89 that also had containers for securing equipment and vehicles with another project he was planning on starting on the northeast corner of Highway 89 and Road 4 North where he would utilize 15 40-foot containers to be used as mini-storage. Each container would be divided into 10-foot sections with double doors on each section. He planned to use screening, landscaping, and adequate ingress and egress. He felt the ordinance had been put together too hastily and removed his rights that he had had for 40 years. He felt owners of containers should have been contacted. He stated there were over 40 containers along Highway 89 that could be seen. He felt the Town should check with neighboring municipalities about their practices and felt the best thing to do with the ordinance was not table it, but kill it.

Ed Bloomfield presented the following:

- He felt the ordinance needed to be scrubbed. He discussed what issues he felt were more pressing such as four travel trailers being parked on a property with families living in them. The containers worked well for businesses and didn't blow down the highway when the winds picked up. He felt that residential and commercial properties needed to be looked at separately. He did not agree with having them on residential properties. He had already spent \$50,000 an acre to put walls around his property so that he could store containers there and did not like the idea of now having to paint the boxes.

Tim Davis presented the following:

- He owned a property along Highway 89 and stated there were a lot of half acre properties along the Highway. He stated that the businesses often get their building plans rejected so they have had to resort to storage containers and now the Town wanted to take that away. It was going to impact the businesses. He felt the citizens saw no issue with containers.

Colton Collier presented the following:

- He owned and operated a shipping container sales and rental business in Town. He was never notified of the first public hearing and was upset about that. He stated that in the seven years he had been in business he only had one customer call back stating that his neighbor called the Town and complained about it and needed to have it moved, but they were otherwise unregulated beyond specific complaints. He didn't think the Town knew the scope of the issue. He felt the economic impact would be extensive and stated that the shed companies would be happy having his customers forced to go to them instead.

Sandy Owens presented the following:

- She and her family owned Drill Tech Well Drilling. Their property held multiple containers. They felt the containers contributed to cleaning up their property as they had multiple parts that they stored in the containers rather than leaving them around the property. They had never been told that they couldn't have a container. She stated they had thought about moving properties a few years ago but were told by the Town that they would have to spend an additional \$500,000 to \$600,000 to put up fencing and do landscaping to cover the equipment on site. Because of that they decided to stay where they were and continue with the shipping containers. She asked the Council to reconsider.

Paul Charon presented the following:

- He had been a business owner for 30 years. He stated that being told what to do on his own commercial property infuriated him and he warned the Council to watch what they do.

Jerry Clements presented the following:

- He moved to Town in 1985. He serviced the Chino Valley Police Department as he

owned a towing company. He felt it wouldn't be fair to any business owner to limit what they did with containers because they used them so much for so many things.

Doug Hildue presented the following:

- He had lived in Chino Valley since 1967. He worked for Vastco, Inc. where they used containers on a continuous basis to store construction materials. They owned 35 and they were in and out of the property often. The ordinance made no sense to him but he felt that it should have been started eight years ago.

Brian Thomas presented the following:

- He hoped the ordinance would be denied. He also owned containers and did not want to get rid of them. He felt that it was silly to say they could not have a light in them because when the doors swing shut it would be pitch black inside.

Nick Owens presented the following:

- He stated the people sitting behind him represented Chino Valley. This was an important topic and he asked the Council to think hard about it. Taking containers away was taking away the freedoms of the people who built the Town.

Grady Clements presented the following:

- He wanted to talk about the economic impact of removing containers. If everyone had to get rid of their containers all at the same time they would take a financial hit on them because of the sudden influx of inventory.

Rachelle Fernow presented the following:

- She was born and raised in Chino Valley. She felt the history of this topic was important for the audience to know. Council and staff did not bring up this issue on their own, but rather it was spurred by comments during Call to the Public by a private resident who wanted to place a container on a property in Chino and encouraged the Council to revisit the current provision. She agreed with one councilmember that containers did not belong on residential properties. She did not feel there needed to be a limit on commercial properties. The purpose was not to completely do away with containers and there were provisions for more containers than the code outlined. She felt there was a way to achieve a happy medium.

Eric Owens presented the following:

- He owned Del Rio Drilling & Pump and had been in Chino Valley for 40 years. He referred to a previous Council that considered abolishing the ability to drill a well within the Town limits along with a mandate to abandon existing wells and the necessity to have someone micromanage that by coming onto private properties and inspect and ensure that water was not being wasted. This all included a list of fines and penalties that could be imposed, and if not paid the Town would put a lien against the property. He felt this was a parallel item because this loss of freedom was like property taxes; it would never get better. He stated the Town did the right thing when they killed the well proposal and that should happen with this ordinance as well.

Ben Marley presented the following:

- He felt the idea of getting rid of containers as a means to beautify the area would likely be replaced by something worse. Then there would have to be more regulation to figure out how to get rid of all the open storage which was already a problem and why people were using containers. They were affordable and the people who would be most impacted were the people who could not afford the fancy \$5,000 10x10 sheds at Home Depot. For less money people could get a 10x40 and fit everything and it would be burglar, rat, snake, and water proof.

Cameron Bloomfield presented the following:

- His family owned multiple businesses in the area and he was concerned about the youth trying to stay and make something of Chino Valley. The majority of his graduating class was not in Chino Valley. He felt the containers provided youth an opportunity to be able to grow a business and stay in Town. He felt that the containers gave him an opportunity to start his business without having to invest \$500,000 in a commercial property. He wondered what would be next if people were told to give up their shipping containers.

Garth Owens presented the following:

- He owned Drill Tech. He put a 20-foot container on his residence in 1985 and the County told him he had to remove it. He then bought a piece of Commercial Heavy property in Chino Valley to move his business to and put his container there. Since then he had multiple containers there as he couldn't afford a shop at that time. He stated that he still did not have a shop because P&Z said they would not give him a permit until he put up a privacy fence, paved it, and put in fire suppression, and then he could build a shop. He had similar issues when he tried to buy a new piece of property that already had privacy fencing and a shop. He felt citizens get more support from Prescott and Prescott Valley with lower taxes.

Mayor Miller closed the Public Hearing.

Council and staff discussed the following:

- One councilmember said they should listen to the people, but wished there had been more residential owners to speak.
- When referring to residential one councilmember felt the interest was in how many there were, what they looked like, and where they were located. But hadn't put as much thought into the commercial side as most of the complaints were regarding residential properties.
- 67% of the voters in the Town voted to approve the General Plan which listed beautification of Highway 89 as a main concern.
- Council asked staff to address some of the concerns regarding containers along Highway 89 on commercial property.
 - Staff stated the proposed amount of containers for commercial was what came out of the UDO Subcommittee in 2021. There had been discussion about the possibility of grandfathering what was out there now and the Council said they

wanted to look at working through and getting rid of some of the containers that did not meet the proposed code. Staff stated that was not in staff's original proposal and was up to the Council to decide.

- Council asked staff to clarify the comments about abolishing containers.
 - Staff stated that the Town currently did not have a provision to allow containers. Comments about there not being code enforcement without a complaint was not the attitude the department had now. They were not going after existing containers, but when they saw new ones they were telling the owners that they could not do that. Staff needed direction.
- One councilmember inquired how many containers the Town had.
 - Staff did not know the answer to that but the proposal was not to get rid of containers.
 - The councilmember responded that whatever the Town had was not legal.
 - Staff stated no one else's containers were legal either.
 - Another councilmember asked if the containers were "illegal."
 - Staff stated that if there was no provision to allow them they were illegal.
 - Staff stated that they have not been going after the containers that had been placed for years but if they saw a new one or someone complained they have been going after those new placements.
- Council discussed their individual feelings regarding containers on residential and commercial lots.
- Council inquired how many storage container issues were open right now.
 - Staff stated there were six open cases right now.
- Council discussed continuing the item to two study sessions. One regarding residential properties and one regarding commercial properties.

MOVED by Mayor Jack Miller, seconded by Councilmember John McCafferty to continue the matter to two study sessions, one for commercial properties, and one for residential properties with 60 days' notice.

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

NAY: None

7 - 0 Passed - Unanimously

8. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Tom Armstrong to adjourn the meeting at 7:42 p.m.

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

NAY: None

7 - 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 Study Session, Executive, and Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 9th day of April 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 # 5d
MEETING DATE: 5/14/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the April 23, 2024, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the April 23, 2024, study session and regular meeting minutes.

ATTACHMENTS:

1.	2024 04 23 CC SS RG MND
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**MINUTES OF THE
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, APRIL 23, 2024
5:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**



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

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

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo - remote, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: John McCafferty

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Human Services Director Laura Kyriakakis; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Discussion regarding Council Rules of Procedure and Code of Conduct.

Sara Burchill, Deputy Town Clerk, presented the following:

- Mayor Miller had requested that this document be reviewed and updated.
 - The last amendment was done nine years ago and it was only a slight addition to a single section, so the document was likely much older than that.
- Staff's goal with the document was to create an expanded version that would be more helpful to the Council and new, incoming councilmembers.
- Changes to the document started with edits to anything that was irrelevant or outdated and reorganizing the document to help with flow.
- Staff also wanted to make the document a one-stop shop for councilmembers to find anything regarding their role as elected officials so Town Code verbiage was also added.

- Staff then researched other municipalities to see where they could add more focus or detail.
- Section 2 was titled Code of Ethics and was added directly from Town Code §35.02 and §35.04.
- Section 3 was added to expand and clarify the mayor/manager form of government.
- Section 7 regarding Open Meeting Law was added as this was always an important topic for councilmembers to remember.
- Section 2 was originally titled "Conflict of Interest" but those details were included in the Town Code of Ethics.
- Section 12 was removed as it dealt with the submission of petitions which is an administrative procedure.
- Section 13.B could mostly be found in the Call to the Public language on agendas and didn't seem relevant to rules pertaining to the Council.
- Section 13.D referred to public comment at study sessions which was an authority of the mayor and did not seem necessary for this document.
- Section 14 referred to making sure Town Code was followed in the creation of a committee, board, or commission which is an administrative task.
- Staff clarified and expanded Section 4 (Overview of Roles and Responsibilities) of the document by including language from Town Code.
- Staff clarified deadlines for agenda item submission in Section 6.
- Ultimately the adoption of this document was up to the Council.

Council and staff discussed the following:

- One councilmember expressed dissatisfaction at the proposed direction under Section 3 that Council' questions or requests for additional information should be directed to the Town Manager only and felt that they should be able to call department heads with questions they may have.
 - Staff stated that if the Council wanted to remove that item they could discuss that.
 - Discussion ensued regarding the structure and parameters of the mayor/manager form of government.
 - Andrew McGuire, Town Attorney, stated that this was the fundamental structure of the mayor/manager form of government for the reason that while a councilmember may see their request as just a question, staff might perceive it as direction. The Council cannot give direction other than the seven members (or otherwise a quorum) acting in a public meeting. By directing questions and requests through the Town Manager the Manager could then provide the direction to the staff member, and ensure that all of the Council received the same information. When councilmembers had one-on-one interaction with staff members the Manager could not then report back to everyone else to make sure that all councilmembers had the same information. This would lend to transparency for the entire Council to be involved in discussions that direct staff to do various tasks. This was also a safeguard against staff potentially lying to Council or the Town Manager. This was a fairly common procedure.
 - The councilmember responded that if four of the councilmembers wanted to change that rule that they could.
 - Mr. McGuire stated that they can change the rule to say whatever they want, but they still had to collectively direct action through the Town Manager as they did not have the authority individually to direct staff because staff don't

- report to Council.
- The councilmember responded that he wasn't giving direction and would grab someone off the street, have them call the department head, and ask them the questions he had without going through procedure.
- Mr. McGuire stated that one of the burdens of being on Council was to act collectively as a body.
- Mr. McGuire stated that he wanted clarification from the Council regarding using Robert's Rules as their Rules of Order. He felt that Robert's Rules were not appropriate for this body as they included things such as "standing for the order of the day." He recommended that Robert's Rules be used as the fallback, but use a more abbreviated/informal version for regular proceedings. Mr. McGuire felt that Robert's Rules did not allow for the public to interact with Council the way Council liked to, etc. Mr. McGuire stated that the Council would be provided with a red-lined document so Council could see the changes that were made.
 - Council agreed with that proposal.
- Mr. McGuire also wanted to talk about Section 14 regarding Amendment. This was referring to a super majority 2/3 requirement to amend the rules. If the majority wanted to amend the rules, they should be able to. He felt this provision was meant to say that during a meeting if the Council wanted to suspend the rules for some reason, that it would take a vote of Council or at least affirmation. For instance this might apply to not enforcing the 30 minute rule for public comment.
 - Council agreed with that proposal as well.

3. ADJOURNMENT

Mayor Miller adjourned the meeting at 5:24 p.m.



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, APRIL 23, 2024
5:00 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

Mayor Miller called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo - remote, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: John McCafferty

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Anthony Davis (Sgt. at Arms); Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Human Resources Director Laura Kyriakakis; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Deputy Police Chief Josh McIntire; Community Services Director Cyndi Thomas; 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.

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.

Mayor Miller stated that May 15th would be the annual Police versus 8th Grade Dodgeball at Heritage Middle School from 1:00 p.m. to 3:00 p.m.

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

Cindy Blackmore, Town Manager, presented the following:

- Citizens may submit arguments opposing or supporting ballot measure Proposition 475 until Wednesday, May 1st. Visit the website or contact the Town Clerk's office for more information.

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 Annie Perkins to approve Consent Agenda items a and b as presented.

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

NAY: None

6 - 0 Passed – Unanimously

- 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.

Frank Marbury, Public Works Director, presented the following:

- Staff needed to do emergency repairs at the aquatic center when they realized the building was sinking. Staff originally thought the repairs would be under \$50,000 and executed the contract under the Town Manager's authority, but it ended up being more.
- The company installed 22 hydraulically driven push piers and one helical pier to jack up the foundation and applied polyfoam under the slab to raise it back up.

- The cracks in the walls were gone and the floor tiles were back where they should be. Doors were shutting better now, but may need more repairs in the future.
- The piers needed to go down deeper to get to good solid foundation than originally thought which resulted in the increased cost.
- The work was complete and staff was asking the Council for ratification to handle those repairs in accordance with procurement code.

Council had no questions or discussion on the matter.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to ratify the emergency execution of \$9,770 change order from Arizona Foundation Solutions for additional work bringing the project's total cost to \$55,770.

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

NAY: None

6 - 0 Passed – Unanimously

- 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.

Josh McIntire, Deputy Chief of Police, presented the following:

- This Emergency Operations Plan (EOP) was created with the Yavapai County Office of Emergency Management and met all requirements of the current intergovernmental agreement in effect until 2025.
- The IGA required the Town to develop, adopt, publish, and distribute an EOP that is compatible with the County's EOP.
- It was intentionally modeled after the Arizona State Emergency Response and Recovery Plan to ensure the most effective and efficient integration of emergency operations across local, county, state, and federal levels of government.
- It was also consistent with the applicable 2022 Emergency Management Standard and followed the Emergency Management Accreditation Program Nation Best Practices.
- The EOP addressed the Town's roles and responsibilities in certain emergencies associated with natural disasters, technological incidents, and human-caused emergencies.
- The process of creating the plan had been ongoing for more than a year starting with the Mutual Aid Compact, followed by the Yavapai County Multijurisdictional Hazard Mitigation Plan, and now the EOP.
- This was not meant to be a step-by-step response, but rather an all-hazards approach to any emergency.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to adopt the Town of Chino Valley Emergency Operations Plan in substantially the form presented.

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

NAY: None

6 - 0 Passed – Unanimously

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Tom Armstrong to adjourn the meeting at 6:12 p.m..

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

NAY: Councilmember Annie Perkins

5 - 1 Passed

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 Study Session and Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 23rd day of April 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: 5/14/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to award a construction contract to Asphalt Paving & Supply, Inc. for the North Road 1 East Improvements project in the amount of \$1,598,698.98.

SUMMARY:

North Road 1 East between Juniper Drive and Perkinsville Road serves Territorial Early Childhood Center and the Town's Community Center Park. The street is severely potholed and takes a significant amount of time and materials to continuously pothole patch by Town Streets crews. The North Road 1 East Improvements project will reconstruct that section of street with 4" asphalt over 9" aggregate base.

On April 9, 2024, the Public Works Department advertised the project and on April 24, 2024, four bids were received as follows:

Asphalt Paving & Supply, Inc. Prescott Valley, AZ	\$1,598,698.98
Pronghorn Services, LLC Prescott Valley, AZ	\$1,625,482.61
Earth Resources Corporation Dewey, AZ	\$1,712,364.00
Falcone Bros & Associates Inc. Tucson, AZ	\$1,760,074.00

PREVIOUS ACTION:

08/22/2023 - Awarded a Professional Services Agreement to Civiltec Engineering, Inc. for the design of the North Road 1 East Improvements project between Juniper Drive and Perkinsville Road in the amount of \$58,832.00.

STAFF RECOMMENDATION:

Award a construction contract to Asphalt Paving & Supply, Inc. for the North Road 1 East Improvements project in the amount of \$1,598,698.98.

FISCAL IMPACT?

Available budget: CIP Streets - Road 1 East, Juniper to Perkinsville	\$1,437,568
Available budget: SLFRF (Transfer to CIP - Streets)	161,131
Less this approval item: Contract - Asphalt Paving and Supply	<u>-1,598,699</u>
Remaining budget: CIP Streets - Road 1 East, Juniper to Perkinsville	\$0

ATTACHMENTS:

1.	Bid Results N Rd 1 East Improvements 4-24-24
2.	IFB - 2023-0009 N Road 1 East Improvements wLowBidForms

Town of Chino Valley Bid Results

Title: North Road 1 East Street Improvements

Bid Date: 4/24/24

Time: 2:00 p.m.

				1		2		3		4	
				Asphalt Paving & Supply, Inc. 2425 N. Glassford Hill Rd. Prescott Valley, AZ 86314 928-772-6363 Clyde Bradshaw cbradshaw@nicnd.com		Pronghorn Services, LLC 7400 E Pronghorn Ranch Pkwy Prescott Valley, AZ 86315 808-209-9320 Brian Norris bnorris@pronghornservices.com		Earth Resources Corporation 300 S. Latilla Lane Dewey, AZ 86327 928-775-2795 Wyatt Orr wwo5th@yahoo.com		Falcone Bros & Associates Inc. 15885 N. Equestrian Trl Tucson, AZ 85739 520-780-2387 Anthony Falcone falconebrothers1@gmail.com	
Item No.	Description	QTY	Unit of Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CONSTRUCTION SURVEY, STAKING, AS-BUILT SURVEY & AS-BUILT PLAN PREPARATION, MAG SP 105.8 & 105.16	1	LS	\$39,500.00	\$39,500.00	\$70,000.00	\$70,000.00	\$30,747.00	\$30,747.00	\$20,000.00	\$20,000.00
2	SAMPLES AND TESTING OF MATERIALS, MAG, SP 106.2	1	LS	\$18,000.00	\$18,000.00	\$15,500.00	\$15,500.00	\$16,485.00	\$16,485.00	\$20,000.00	\$20,000.00
3	SWPPP, EROSION CONTROL DEVICES AND SEEDING SP 105.12	1	LS	\$13,700.00	\$13,700.00	\$14,950.00	\$14,950.00	\$12,465.00	\$12,465.00	\$40,000.00	\$40,000.00
4	MOBILIZATION, MAG 109.10	1	LS	\$91,830.98	\$91,830.98	\$8,000.00	\$8,000.00	\$28,602.00	\$28,602.00	\$200,000.00	\$200,000.00
5	AC REMOVALS, MAG 350	14070	SY	\$3.00	\$42,210.00	\$8.66	\$121,846.20	\$13.10	\$184,317.00	\$7.00	\$98,490.00
6	TRAFFIC CONTROL, MAG SP 401 & ADOT REQUIREMENTS	1	LS	\$69,000.00	\$69,000.00	\$51,335.00	\$51,335.00	\$79,860.00	\$79,860.00	\$60,000.00	\$60,000.00
7	SUBGRADE PREPARATION (MAG 301), 8" SCARIFY AND RECOMPACT	3611	CY	\$25.00	\$90,275.00	\$14.98	\$54,092.78	\$13.25	\$47,845.75	\$15.00	\$54,165.00
8	4" ASPHALT CONCRETE SINGLE LIFT (MAG 3/4" MIX)	3956	TONS	\$139.00	\$549,884.00	\$136.88	\$541,497.28	\$132.00	\$522,192.00	\$144.00	\$569,664.00
9	8" THICK AB SHOULDER, MAG 702.1	1070	CY	\$15.00	\$16,050.00	\$71.05	\$76,023.50	\$72.00	\$77,040.00	\$52.00	\$55,640.00
10	9" ABC, MAG 702-1	4043	CY	\$68.00	\$274,924.00	\$68.71	\$277,794.53	\$79.50	\$321,418.50	\$50.00	\$202,150.00
11	6' WIDE CONCRETE VALLEY GUTTERS, MAG 240	1075	SF	\$16.00	\$17,200.00	\$30.00	\$32,250.00	\$14.85	\$15,963.75	\$17.00	\$18,275.00
12	21" X 15" (EQUIVALENT 18" ROUND CORRUGATED METAL ARCH PIPE, 12 GAUGE	140	LF	\$250.00	\$35,000.00	\$171.00	\$23,940.00	\$192.00	\$26,880.00	\$140.00	\$19,600.00
13	MAG 501-1 U-TYPE (MODIFIED) REINFORCED CONCRETE HEADWALL WITH SAFETY RAILS, MAG SP 505	1	EA	\$9,800.00	\$9,800.00	\$7,500.00	\$7,500.00	\$11,195.00	\$11,195.00	\$6,000.00	\$6,000.00
14	MAG 501-1 L-SHAPE (MODIFIED) REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	1	EA	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$15,125.00	\$15,125.00	\$6,000.00	\$6,000.00
15	MAG 501-1 STRAIGHT TYPE REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	1	EA	\$6,100.00	\$6,100.00	\$6,500.00	\$6,500.00	\$7,285.00	\$7,285.00	\$6,000.00	\$6,000.00
16	RIP-RAP & GEOSYNTHETIC FABRIC, D50-6" T=12"	15	CY	\$255.00	\$3,825.00	\$217.06	\$3,255.90	\$135.00	\$2,025.00	\$300.00	\$4,500.00
17	RELOCATE FIRE HYDRANT	2	EA	\$4,600.00	\$9,200.00	\$2,000.00	\$4,000.00	\$4,254.00	\$8,508.00	\$7,500.00	\$15,000.00
18	ADJUST VALVE BOX TO GRADE	12	EA	\$850.00	\$10,200.00	\$1,000.00	\$12,000.00	\$775.00	\$9,300.00	\$400.00	\$4,800.00
19	ADJUST MH TO GRADE (INCLUDES WATER MH'S)	5	EA	\$1,600.00	\$8,000.00	\$1,200.00	\$6,000.00	\$1,223.00	\$6,115.00	\$1,250.00	\$6,250.00
20	REPLACE WATER METERS AND BLOW OFF BOXES WITH LIDS WITH TRAFFIC RATED BOXES AND LIDS PER MAG 319	5	EA	\$1,200.00	\$6,000.00	\$2,000.00	\$10,000.00	\$1,305.00	\$6,525.00	\$1,700.00	\$8,500.00
21	RELOCATE MAILBOX	11	EA	\$550.00	\$6,050.00	\$200.00	\$2,200.00	\$355.00	\$3,905.00	\$580.00	\$6,380.00
22	RELOCATE EXISTING FENCE	1530	LF	\$5.00	\$7,650.00	\$10.95	\$16,753.50	\$14.00	\$21,420.00	\$22.00	\$33,660.00
23	SIGNING & STRIPING	1	LS	\$12,300.00	\$12,300.00	\$10,043.92	\$10,043.92	\$7,145.00	\$7,145.00	\$55,000.00	\$55,000.00
24	CONTRACT ALLOWANCE	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
TOTALS					\$1,598,698.98		\$1,625,482.61		\$1,712,364.00		\$1,760,074.00



**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:	North Road 1 East Street Improvements	
Solicitation Number:	2023-0009	
Release:	Tuesday, April 9, 2024	
Advertisements:	April 9, 10, 11, 12, 2024, via Prescott Daily Courier (newspaper)	
Non-Mandatory Prospective Bidders' Conference:	Monday, April 15, 2024, at 10:00 am Public Works Conference Room 1982 Voss Dr. Chino Valley, Arizona 86323 See Section 2.5 below for Zoom information.	
Final Inquiries Due:	Wednesday, April 17, 2024, at 5:00 pm	
Bid Deadline:	Wednesday, April 24, 2024, at 2:00 pm	
Bid Opening:	Wednesday, April 24, 2024, at 2:00 pm	
Town Representative:	Steve Sullivan Assistant Town Engineer	ssullivan@chinoaz.net 928-636-3402

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 202 N. State Route 89, Chino Valley, AZ 86323, 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:

20005917
Arizona Transaction Privilege Tax License No.

Clyde Bradshaw
Name

10812523
Arizona Corporation Commission File No.

928-772-6363
Phone

41-2125316
Federal Employer ID No.

928-772-7313
Fax

Asphalt Paving & Supply, Inc.
Contractor Name

cbradshaw@nicnd.com
Email

2425 N. Glassford Hill Rd.
Address


Authorized Signature for the Contractor

Prescott Valley AZ 86314
City State Zip

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

<u>Effective Date</u>	<u>Contract No.</u>	<u>Official File</u>
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

NORTH ROAD 1 EAST STREET IMPROVEMENTS

Bidder certifies that it has reviewed and verified the following Plans and Specifications were included as part of the IFB for North Road 1 East Street Improvements, released on April 9, 2024, and that the information contained therein has been incorporated in formulating the Bidder's Offer:

1. Street Improvement Plans – North Road 1 East, Juniper Drive to Perkinsville Road, Sheets 1-26; prepared by Civiltec Engineering, Inc. and sealed by Benjamin W. Townsend on March 28, 2024.
2. Project Special Provisions, Modifications to the Mag Special Provisions for Town of Chino Valley North Road 1 East Improvements Project, March 2024; prepared by Civiltec Engineering, Inc. and sealed by Benjamin W. Townsend on March 28, 2024.



Signed

4/24/2024

Date

Clyde Bradshaw

Name

Vice President/Estimator

Title

Asphalt Paving & Supply, Inc.

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 reconstructing N Road 1 East between Juniper Dr and Perkinsville Rd with 4” AC over 9” ABC. The Town is issuing this IFB to secure a qualified Engineering Contracting (Commercial) Class A 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:

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 non-mandatory Prospective Bidders’ Conference will be held Monday, April 15, at 10:00 a.m. at the Public Works Conference Room, 1982 Voss Dr., Chino Valley, AZ 86323 or virtually via Zoom, meeting ID 868 7709 1600, passcode 605792, at <https://us02web.zoom.us/j/86877091600?pwd=T2h0Znd3dXU0cEN2T3N2aU5RcVNTZz09>, or dial in by phone at 877-853-5247 US Toll-free. Bidders are strongly encouraged to attend. The purpose of the Prospective Bidders’ Conference is to clarify the contents of the IFB 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.**

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 one electronic 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 60 calendar days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time. Work must commence no sooner than May 22, 2024, and Final Completion must be no later than August 4, 2024.

3.4 Pre-Construction Conference. Within 5 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 10 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 two-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 two-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 6:00 p.m.	7:00 a.m. to 6:00 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 6:00 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 with a current backflow certification. The Contractor shall supply such devices.

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. 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. Contractor shall provide Project information to affected government buildings, businesses, 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 but not limited to construction schedule, anticipated lane restrictions, road closures, or detours, 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. The Contractor shall comply with the requirements of MAG Specifications 401.5, as modified by the Special Provisions, and shall include the 24-hour telephone line on project information sign.

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 prepare one press release regarding traffic control and detour route setup with associated map and anticipated schedule. Should the schedule change, a follow up press release will be required.

F. Payment for Public Notification. Payment for Public Information and Notification shall be considered included in the lump sum price for Mobilization and no additional compensation will be given.

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:

**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

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 two years 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

4.1 See the Project Special Provisions, Modifications to the Mag Special Provisions for Town of Chino Valley North Road 1 East Improvements Project, March 2024; prepared by Civiltec Engineering, Inc. and sealed by Benjamin W. Townsend on March 28, 2024, included as part of Exhibit A.

EXHIBIT A
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

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

See following pages.

PLANS/CONSTRUCTION DRAWINGS

Street Improvement Plans – North Road 1 East, Juniper Drive to Perkinsville Road, Sheets 1-26;
prepared by Civiltec Engineering, Inc. and sealed by Benjamin W. Townsend on March 28, 2024.

See following pages.



MAYOR:
JACK W. MILLER
VICE-MAYOR:
TOM ARMSTRONG

TOWN COUNCIL:
ANNIE PERKINS
ERIC GRANILLO
JOHN McCAFFERTY
SHERRI PHILLIPS
BOB SCHACHERER
TOWN MANAGER:
CINDY BLACKMORE

OWNER:
TOWN OF CHINO VALLEY
1982 VOSS DRIVE
CHINO VALLEY AZ, 86323
PUBLIC WORKS DIRECTOR
ATTN: FRANK MARBURY, P.E.

CIVIL ENGINEER/SURVEYOR:
CIVILTEC ENGINEERING, INC.
2054 N. WILLOW CREEK ROAD
PRESCOTT, AZ 86301
ATTN: RICHARD ALDRIDGE, P.E., MBA

NOTES

- EXISTING TREE LOCATIONS WERE NOT SURVEYED, AND ARE APPROXIMATE.
- PROPERTY LINES AND RIGHTS-OF-WAY ARE APPROXIMATE AND WERE PROVIDED BY YAVAPAI COUNTY GIS.
- UNDERGROUND UTILITIES WERE LOCATED BY BLUESTAKE SURVEY (WHERE AVAILABLE) AND RECORD DRAWING INFORMATION.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) NUMBER 04025C1315G REVISED SEPTEMBER 3, 2010, THIS PROJECT IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS AREA OF MINIMAL FLOOD HAZARD.

PROJECT QUANTITIES

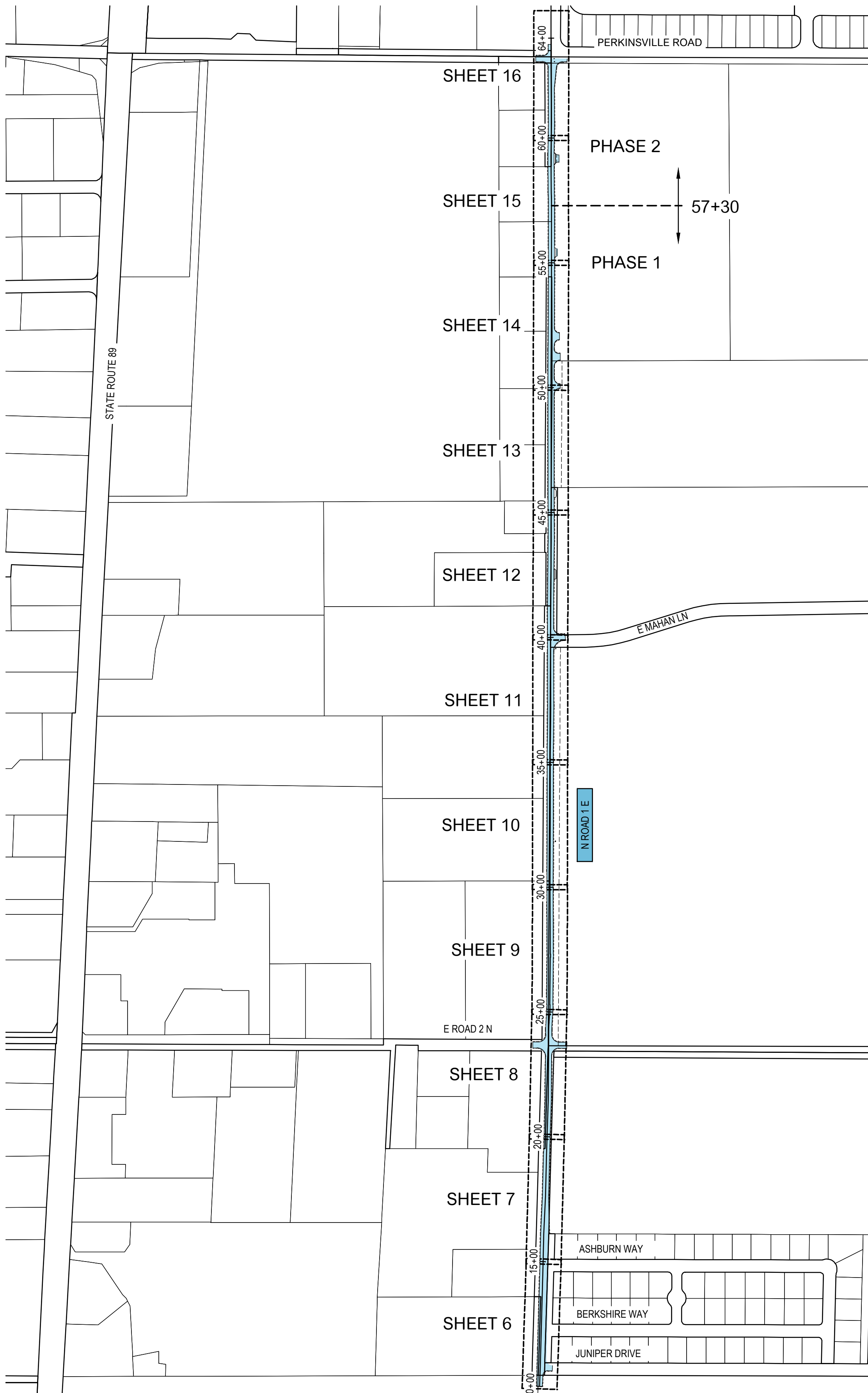
#	ITEM	UNIT	TOTAL
8	4" ASPHALT CONCRETE SINGLE LIFT (MAG 3/4" MIX)	TONS	3638
9	8" THICK AB SHOULDER, MAG 702.1	CY	1070
10	9" ABC, MAG 702-1	CY	4043
11	6" WIDE CONCRETE VALLEY GUTTERS, MAG 240	SF	1075
12	21" X 15" (EQUIVALENT 18" ROUND) CORRUGATED METAL ARCH PIPE PIPE, 12 GAUGE	LF	140
13	MAG 501-1 U-TYPE (MODIFIED) REINFORCED CONCRETE HEADWALL WITH SAFETY RAILS, MAG SP 505	EA	1
14	MAG 501-1 L-SHAPE (MODIFIED) REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	EA	1
15	MAG 501-1 STRAIGHT TYPE REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	EA	1
16	RIP-RAP & GEOSYNTHETIC FABRIC, D50=6" T=12"	CY	15
17	RELOCATE FIRE HYDRANT	EA	2
18	ADJUST VALVE BOX TO GRADE	EA	12
19	ADJUST MH TO GRADE (INCLUDES WATER MH'S)	EA	5
20	REPLACE WATER METERS AND BLOW OFF BOXES AND LIDS WITH TRAFFIC RATED BOXES AND LIDS PER MAG 319	EA	5
21	RELOCATE MAILBOX	EA	11
22	RELOCATE EXISTING FENCE	LF	1530
23	SIGNING & STRIPING	LS	1

PROJECT CONSULTANTS

SERVICE	COMPANY / ORGANIZATION	CONTACT	PHONE	EMAIL
CIVIL ENGINEER	CIVILTEC ENGINEERING	RICHARD ALDRIDGE	928-771-2376	RALDRIDGE@CIVILTEC.COM
WATER AND SEWER	TOWN OF CHINO VALLEY	FRANK MARBURY	928-636-2646	FMARBURY@CHINOAZ.NET
SEWER, STORM DRAIN	TOWN OF CHINO VALLEY	FRANK MARBURY	928-636-2646	FMARBURY@CHINOAZ.NET
WATER (DISTRIBUTION MAIN)	CITY OF PRESCOTT	RANDY PERHAM	928-777-1130	RANDY.PERHAM@PRESCOTT-AZ.GOV
IRRIGATION	CHINO VALLEY IRRIGATION DIST.	SARA PENA	928-717-2616	CVIRRIGATION@CABLEONE.NET
POWER	APS	SHERYL MCCrackEN	928-443-6621	SHERYL.MCCrackEN@APS.COM
TELEPHONE	LUMEN (FORMERLY CENTURY LINK)	DAVID LYNCH KEVIN WAGNER	928-515-6775 815-245-9640	DAVID.LYNCH@CENTURYLINK.COM KWAGNER@TERRATECHLLC.NET
CABLE TELEVISION	SPARKLIGHT	MATT ZURCHER	928-910-3096	MATTHEW.ZURCHER@SPARKLIGHT.BIZ
NATURAL GAS	UNISOURCE	DIANE SWIGART	928-771-7229	DSWIGART@UESAZ.COM
FIBER OPTIC	WANRACK, LLC	STEVE WILSON	816-916-7937	STEVE.WILSON@WANRACK.COM

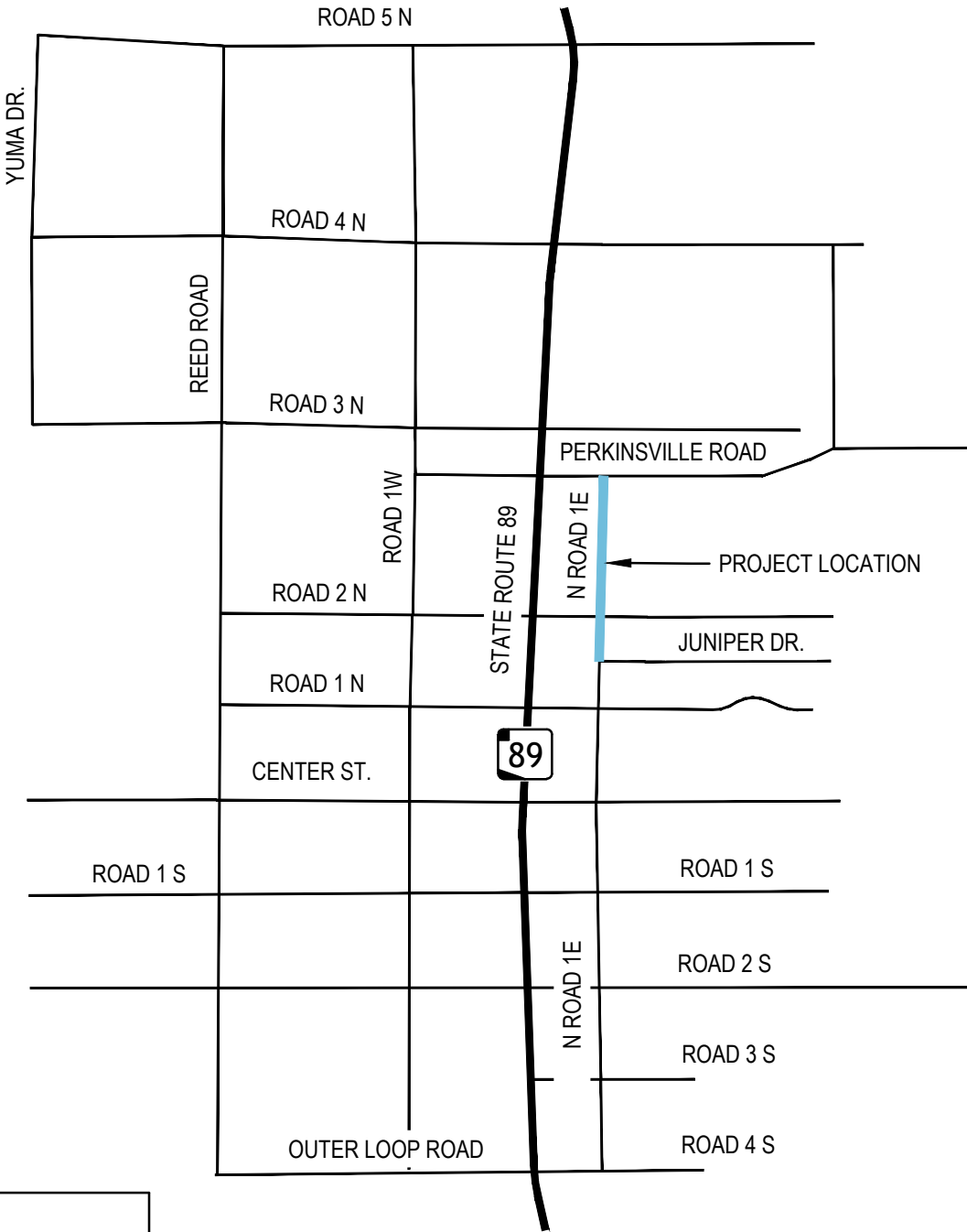
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST

JUNIPER DRIVE TO PERKINSVILLE ROAD

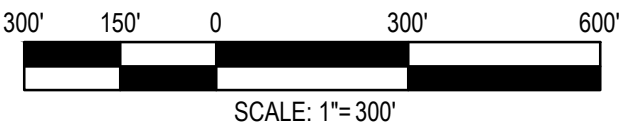


NORTH ROAD 1 EAST

SHEET INDEX	
SHEET No.	TITLE
1	COVER SHEET
2	NOTES LEGEND & SYMBOLS
3	TYPICAL SECTIONS
4	SURVEY CONTROL INDEX
5	SURVEY CONTROL PLAN
6	STREET PLAN & PROFILE
7	STREET PLAN & PROFILE
8	STREET PLAN & PROFILE
9	STREET PLAN & PROFILE
10	STREET PLAN & PROFILE
11	STREET PLAN & PROFILE
12	STREET PLAN & PROFILE
13	STREET PLAN & PROFILE
14	STREET PLAN & PROFILE
15	STREET PLAN & PROFILE
16	STREET PLAN & PROFILE
17	STREET PLAN & PROFILE
18	STORM DRAIN PLAN & PROFILE
19	SIGNING & STRIPING
20	SIGNING & STRIPING
21	SIGNING & STRIPING
22	SIGNING & STRIPING
23	DETAILS
24	DETAILS
25	DETAILS
26	DETAILS



VICINITY MAP
NOT TO SCALE



3					
2					
1					
No.	DATE:	REVISION:	APP.		
NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.		0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE		Call at least two full working days before you begin excavation. ARIZONA Dial 8-1-1 or 1-800-STAKE-IT (782-5348) Maricopa County (602) 659-7500	
				2054 N. Willow Creek Rd. Prescott, AZ 86301 Phone: 928.771.2376 Fax: 928.771.2377 Web: www.civiltec.com	
TOWN OF CHINO VALLEY, ARIZONA STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST JUNIPER DRIVE TO PERKINSVILLE ROAD COVER SHEET					
DE:	MM	DR:	MM	CH:	BT
JN:	2023740.00	SHEET	1	OF	26

GENERAL CONSTRUCTION NOTES (TOWN OF CHINO VALLEY):

- 103.1 **STANDARD DOCUMENTS -**
ALL WORK TO COMPLETE THE CONSTRUCTION COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE LATEST REVISION AND SUPPLEMENTS TO:
 - THE TOWN DESIGN AND CONSTRUCTION STANDARDS (TDCS)
 - SPECIFIC DEVELOPMENT AGREEMENTS
 - TOWN CODE
 - MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARDS AND
- 103.2 **LAWS & LICENSES -**
THE CONTRACTOR MUST:
 - COMPLY WITH ALL LOCAL, COUNTY, STATE, AND FEDERAL LAWS AND REGULATIONS APPLICABLE TO THE CONSTRUCTION COVERED BY THESE PLANS AND POSSESS A CURRENT TOWN OF CHINO VALLEY BUSINESS LICENSE.
- 103.3 **ENVIRONMENTAL CONTROLS**
THE FOLLOWING ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REQUIREMENTS SHALL BE COMPLIED WITH:
 - A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED UNDER THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (AZPDES) FOR ALL PROJECTS THAT INVOLVE DISTURBANCE OF AN AREA THAT IS MORE THAN 1 ACRE AND SHALL BE SUBMITTED TO THE TOWN FOR REVIEW. THIS SHOULD INCLUDE A LIST OF BEST MANAGEMENT PRACTICES (BMPs) AND SHOULD BE IN BOOKBINDER FORM.
 - A NOTICE OF INTENT (NOI) MUST BE SUBMITTED TO ADEQ THAT REFERENCES THE SWPPP.
 - A NOTICE OF TERMINATION (NOT) SHALL BE SUBMITTED TO ADEQ ONCE 70% OF DISTURBED LAND HAS BEEN SUCCESSFULLY RE-VEGETATED FOLLOWING PROJECT COMPLETION.

THE TOWN SHALL RECEIVE NOTIFICATION AND COPIES WHEN THE NOI AND NOT HAVE BEEN SUBMITTED TO ADEQ.
- 103.4 **SWPPP -**
THE SWPPP REQUIRED PER **SECTION 209** OF THE TDCS SHALL BE SUBMITTED BY THE OPERATOR OF THE CONSTRUCTION SITE ACCORDING TO GUIDELINES SET FORTH BY ADEQ. THE OPERATOR CAN BE THE OWNER, DEVELOPER, GENERAL CONTRACTOR OR INDIVIDUAL CONTRACTOR RESPONSIBLE FOR OPERATIONAL CONTROL.
- 103.5 **PERMITS -**
THE OWNER IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE ALL WORK COVERED BY THESE PLANS. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY CONSTRUCTION EXTENDING BEYOND THE CONSTRUCTION SITE PROPERTY BOUNDARY. A COUNTY RIGHT-OF-WAY (ROW) PERMIT WILL BE REQUIRED FOR ALL CONSTRUCTION WITHIN PUBLIC ROW.
- 103.6 **QUANTITIES -**
ANY QUANTITIES SHOWN ON PLANS ARE NOT VERIFIED BY THE TOWN.
- 103.7 **PLAN REVISIONS -**
ALL REVISIONS TO ORIGINAL PLANS MUST BE APPROVED BY THE ENGINEER OF RECORD (EOR) AND THE TOWN PRIOR TO CONSTRUCTION. DECISIONS REGARDING CHANGES WHICH CAN BE MADE IN THE FIELD OR AT THE DISCRETION OF THE EOR IN CONSULTATION WITH THE TOWN VERSUS THOSE WHICH REQUIRE FORMAL APPROVAL BY TOWN ENGINEERING STAFF SHALL BE DISCUSSED DURING THE PRE-CONSTRUCTION CONFERENCE. ANY WORK NOT BASED ON APPROVED REVISIONS IS SUBJECT TO REMOVAL AND/OR REPLACEMENT AT NO EXPENSE TO THE TOWN.
- 103.8 **TRAFFIC CONTROL PLAN -**
CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE TOWN AS NEEDED TO PERFORM CONSTRUCTION ACTIVITIES. SUBMITTAL SHALL BE MADE AT LEAST FIVE COUNTY WORKING DAYS (EXCLUDING HOLIDAYS) PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONSTRUCTION CANNOT BEGIN UNTIL TOWN APPROVAL OF THE PLAN IS GRANTED. THE DYNAMIC NATURE OF TRAFFIC RELATED ACTIVITIES MAY REQUIRE MODIFICATION OF AN APPROVED PLAN BASED ON TOWN ANALYSIS. IF SO, THE CONTRACTOR WILL MODIFY THE TRAFFIC CONTROL PLAN AT NO EXPENSE TO THE TOWN.
- 103.9 **DUST CONTROL -**
THE CONTRACTOR SHALL KEEP SUITABLE EQUIPMENT ON HAND AT THE JOB SITE FOR MAINTENANCE AND DUST CONTROL, AND SHALL CONTROL DUST AS DIRECTED BY THE APPROPRIATE AGENCIES, INCLUDING THE TOWN AT NO EXPENSE TO THE TOWN.
- 103.10 **SITE CLEANLINESS -**
THE CONTRACTOR SHALL KEEP ALL ROADWAY PAVEMENT, CURB AND GUTTER PAVEMENT, AND SIDEWALK PAVEMENT SURFACES FREE OF DEBRIS, CONSTRUCTION MATERIALS, ETC DURING CONSTRUCTION AND AT COMPLETION OF CONSTRUCTION.
- 103.11 **SITE SAFETY -**
THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT CONSTRUCTION TRENCHES, HOLES, DEPRESSIONS, ETC. ARE NOT LEFT EXPOSED AT THE END OF A WORK SHIFT. TRAFFIC PLATES, OR OTHER SECURITY MEASURES, MUST BE UTILIZED TO ENSURE SAFE PASSAGE OVER OR AROUND ALL HAZARDS. THE CONTRACTOR SHALL BARRICADE THE CONSTRUCTION SITE WHEN THE SITE IS UNATTENDED.
- 103.12 **EXCESS MATERIALS -**
CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT GENERATED EXCESS. THIS INCLUDES, BUT IS NOT LIMITED TO:
 - THE REMOVAL, TRANSPORT, PERMITTING, DISPOSAL, ETC. OF ANY EXCESS VEGETATION, SPOILS, MATERIALS, DEBRIS, ETC. GENERATED BY A PROJECT AND ANY ASSOCIATED COSTS.
 - SPOILS MUST ALSO BE CLEARED FROM ROADWAYS, PATHWAYS, OPEN GROUND, ETC. AT THE END OF A WORK SHIFT IF THEY INHIBIT CONVEYANCE OR IF SAFETY WITHIN THE PROJECT LIMITS WOULD BE COMPROMISED.
 - EXPENSES RELATED TO EXCAVATION AND SPOIL SERVICES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- 103.13 **UTILITY CONFLICTS -**
CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL UTILITIES AND UNDERGROUND CONFLICTS IN ACCORDANCE WITH ARIZONA ADMINISTRATIVE CODE (AAC) REGULATIONS. THIS INCLUDES:
 - EXCAVATION OF EXISTING INFRASTRUCTURE TO ENSURE LOCATION, SIZE, FITTINGS, DEPTH, ALIGNMENT, ETC.
 - EXCAVATION OF AREAS FOR NEW INFRASTRUCTURE TO ENSURE LOCATION, SIZE, FITTINGS, DEPTH, ALIGNMENT, ETC.
 - EXCAVATION OF AREAS TO DETERMINE CONFLICTS WITH OTHER UTILITIES OR INFRASTRUCTURE, ETC.
- 103.14 **BLUE STAKE -**
BLUE STAKE LOCATING SERVICES MUST BE PERFORMED IN ADVANCE OF ANY CONSTRUCTION AND CONTRACTOR SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO SUCH. THE CONTRACTOR SHALL CONTACT ARIZONA BLUE STAKE TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCEMENT OF CONSTRUCTION. CALL 1-800-STAKE-IT (1-800-782-5348). THE EOR AND/OR OWNER WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS OR THOSE OMITTED FROM SAME. SHOULD ANY LOCATION OR ELEVATION DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AGENT FOR COORDINATION.
- 103.15 **UTILITY ABANDONMENT -**
ABANDONMENT IN PLACE OF PUBLIC UTILITY LINES SHALL BE AT THE DISCRETION OF THE TOWN AND SHALL BE IN ACCORDANCE PER APPLICABLE PVSD FOR ABANDONED UTILITIES.
- 103.16 **ASBESTOS CEMENT PIPE -**
MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING ASBESTOS CEMENT PIPE SHALL BE IN ACCORDANCE PER APPLICABLE PVSD.
- 103.17 **SEWER INSPECTIONS -**
FOR ANY CONSTRUCTION ADJACENT TO OR CROSSING EXISTING SEWER LINES, THE CONTRACTOR SHALL COMPLETE A PRE AND POST DVD VIDEO INSPECTION. ADJACENT IN THIS SECTION IS DEFINED AS LESS THAN A 2 FOOT HORIZONTAL SEPARATION FROM NEW CONSTRUCTION. THE VIDEO INSPECTION SHALL OCCUR FROM THE NEXT ADJACENT UPSTREAM AND DOWNSTREAM MANHOLES BEYOND ALL CONSTRUCTION ACTIVITY. IF EVIDENCE OF DEBRIS OR DAMAGE IS FOUND, THE CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AND ADDITIONAL VIDEO INSPECTION, AS DETERMINED BY THE TOWN, SHALL BE COMPLETED.
- 103.18 **UTILITY REPAIRS -**
THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING DAMAGE TO EXISTING UTILITIES AND/OR FACILITIES INCURRED DURING ANY CONSTRUCTION OPERATIONS.
- 103.19 **INSPECTIONS -**
THE CONTRACTOR SHALL NOTIFY THE EOR AND TOWN PUBLIC WORKS DEPARTMENT AT LEAST TWO WORKING DAYS (48 HOURS) IN ADVANCE OF CONSTRUCTION FOR INSPECTION.
- 103.20 **UTILITY TESTING -**
WATER, GRAVITY SEWER, FORCED SEWER, RECLAIMED WATER AND STORM LINE TESTING SHALL NOT BE ACCEPTED UNLESS TESTING OCCURS AFTER ALL UNDERGROUND DISTURBANCES AND CONSTRUCTION IS COMPLETE. PRE-COMPLETION TESTS ARE ALLOWED, IF THE CONTRACTOR DESIRES SUCH ACTIVITY, BUT THE TOWN WILL NOT RECOGNIZE THE VALIDITY OF SAID TESTS.
- 103.21 **UTILITY ADJUSTMENTS -**
ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLES INSIDE THE PAVED SURFACE SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION. ALL FRAMES, COVERS, AND VALVE BOXES OUTSIDE A PAVED SURFACE SHALL BE ADJUSTED BETWEEN 6 AND 8 INCHES ABOVE FINISHED GRADE UPON COMPLETION OF RELATED CONSTRUCTION.
- 103.22 **DEFECTIVE MATERIALS -**
ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE REQUIRED STANDARDS, CODES AND AGREEMENTS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT NO EXPENSE TO THE TOWN.
- 103.23 **INSPECTIONS -**
INSPECTION SHALL BE PERFORMED BY A QUALIFIED REPRESENTATIVE OF AN ENGINEER LICENSED IN THE STATE OF ARIZONA. THE DEGREE OF INSPECTION WILL BE DETERMINED AT THE PRE-CONSTRUCTION CONFERENCE. INSPECTION MUST MEET ALL REQUIREMENTS SET FORTH BY ADEQ, THE STATE OF ARIZONA, ASLD, THE TOWN AND SHALL BE CERTIFIED BY THE EOR. THE TOWN WILL COMPLETE OVERSIGHT INSPECTION ONLY. THE EOR SHALL PROVIDE ALL CERTIFICATIONS AND OTHER DOCUMENTATION TO THE TOWN PRIOR TO ACCEPTANCE BY THE TOWN.

GENERAL NOTES (CIVILTEC ENGINEERING):

1. PROJECT SPECIFICATIONS: ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING STANDARDS AND SPECIFICATIONS, AND ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THE TERM "CURRENT" MEANS THE DATE OF THE SPECIFICATIONS IN EFFECT AS OF THE DATE OF THE ENGINEERS SEAL ON THESE PLANS.
2. IN ADDITION TO THE STANDARD DOCUMENTS NOTED IN THE TOWN OF CHINO VALLEY'S GENERAL CONSTRUCTION NOTE 103.1, THE FOLLOWING SPECIFICATIONS SHALL APPLY TO THIS PROJECT. (A.D.E.Q.) ENGINEERING BULLETINS NO. 8 AND 10 (WATER SYSTEMS), DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AMERICAN WATER WORKS ASSOCIATION STANDARDS, ARIZONA ADMINISTRATIVE CODE, UNIFORM PLUMBING CODE (UPC), UNIFORM BUILDING CODE (UBC).
3. QUANTITY ESTIMATE: IF ANY MATERIAL QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE TO BE CONSIDERED AS APPROXIMATE ONLY.
4. UTILITY COORDINATION: EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS IN THEIR APPROXIMATE LOCATIONS BASED ON FIELD OBSERVATIONS AND ANY FURNISHED RECORD INFORMATION, BUT THERE IS NO GUARANTEE THAT ALL UTILITY CONFLICTS HAVE BEEN IDENTIFIED. AT THE TIME OF CONSTRUCTION, THE EXACT SIZES, TYPES, AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS SHALL BE DETERMINED IN THE FIELD AND THE MATERIALS NECESSARY TO CONSTRUCT THE REQUIRED CONNECTIONS SHALL BE PROVIDED.
5. ALL FRAMES, COVERS AND VALVE BOXES IN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINAL FINISH GRADES, WHETHER INDICATED ON THE PLANS OR NOT.
6. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. "BLUE STAKE" NUMBER IS 1-800-STAKE-IT. ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN PROXIMITY OF BURIED UTILITIES.
6. THE LOCATION OF ALL WATER VALVES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE AVAILABLE TO THE GOVERNING WATER COMPANY/DEPARTMENT.
7. EARTHWORK: NO ESTIMATE OF EARTHWORK IS PROVIDED FOR THIS PROJECT.
8. ROUGH GRADING MUST BE COMPLETED PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.
9. MINIMUM COMPACTION DENSITIES, FOR ALL EARTHWORK EMBANKMENTS AND UTILITY TRENCHES, SHALL BE 95%, UNLESS A MODIFICATION IS SPECIFICALLY AUTHORIZED BY THE TOWN OF CHINO VALLEY IN WRITING.
10. RIGHT-OF-WAY AND TRAFFIC CONTROL: ALL TRAFFIC AFFECTED BY THE CONSTRUCTION WILL BE REGULATED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SUFFICIENT AND ADEQUATE DEVICES AND MEASURES, TO CONTROL BOTH VEHICLE AND PEDESTRIAN TRAFFIC IN AND AROUND THE JOB SITE, SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH THE ADOT TRAFFIC CONTROL MANUAL. DEVICES MAY INCLUDE BARRICADES, STEEL TRAFFIC RATED TRENCH PLATES, FLAGGING AND/OR WARNING SIGNS, FLAGMEN, FENCES, SIGNS, PILOT CARS, LIGHTS, ETC, AS NECESSARY.
11. GEOTECHNICAL REPORT: NO SUBSURFACE INVESTIGATIONS OR BORINGS FOR THIS PROJECT HAVE BEEN MADE OR ARE AVAILABLE.
12. MISCELLANEOUS: THE CONTRACTOR WILL PROVIDE CONSTRUCTION STAKING SERVICES FOR THIS PROJECT PER M.A.G. SPECIFICATIONS.
13. AS-BUILT DRAWINGS: A COMPLETE SET OF ALL APPROVED SHOP DRAWINGS AND AN ACCURATE, CURRENT, AS-BUILT SET OF PLANS SHALL BE MAINTAINED ON SITE FOR REFERENCE AT ALL TIMES. THE CONTRACTOR'S AS-BUILTS SHALL BE PROVIDED TO THE ENGINEER AT THE END OF THE PROJECT FOR PREPARATION OF THE AS-BUILT DRAWINGS.
14. MATERIALS: WHERE NO OTHER REFERENCES ARE MADE IN THE PLANS OR SPECIFICATIONS/SPECIAL PROVISIONS, THE FOLLOWING GENERAL MATERIALS STANDARDS SHALL APPLY. WATER AND SEWER CONSTRUCTION SHALL BE TESTED IN ACCORDANCE WITH AWWA AND ADEQ MINIMUM STANDARDS. ALL MATERIALS/MIX DESIGNS INCORPORATED INTO THE WORK MUST BE SUBMITTED FOR APPROVAL TO THE OWNER PRIOR TO CONSTRUCTION.
15. ALL PLASTIC PIPING COMPONENTS AND RELATED MATERIALS SHALL CONFORM TO NATIONAL SANITATION FOUNDATION (NSF) SPECIFICATIONS (STANDARD NO. 14) AND BEAR THE APPROPRIATE MARKING.
16. ALL DUCTILE IRON WATER/SEWER PIPE SHALL BE PRESSURE CLASS 350, CEMENT MORTAR LINED.
17. ALL PVC WATER PIPE SHALL BE AWWA, C-900 OR C-905, CLASS 200.
18. ALL VALVES SHALL BE OPERATED BY THE TOWN OF CHINO VALLEY STAFF. THE CONTRACTOR WILL COORDINATE THE OPERATION OF SUCH VALVES FOR TESTING AND WATER AND PROVIDE A MINIMUM OF 24 HOURS TO TOWN STAFF AND THE EOR.
19. ALL CONCRETE SHALL BE A MINIMUM OF CLASS AA, 4000 PSI, PORTLAND CEMENT CONCRETE CONFORMING TO THE APPLICABLE REQUIREMENTS OF MAG SECTION 725. AN AIR-ENTRAINING ADMIXTURE SHALL BE USED IN ALL CONCRETE USED ON THIS PROJECT. THE AMOUNT USED SHALL BE BETWEEN 5% AND 7% BY VOLUME.
20. NO MATERIALS SHALL BE USED ON THE PROJECT UNTIL PROPER SUBMITTALS HAVE BEEN APPROVED BY THE TOWN AND THE EOR. SUBMITTALS SHALL BE PROVIDED IN PDF FORMAT, LEGIBLE, HIGHLIGHT SIZE. MATERIALS TO BE USED FOR THE PROJECT, ETC. ANY MATERIALS USED OR SENT TO THE PROJECT THAT HAVE NOT BEEN APPROVED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HIS RISK IF REJECTED, INCLUDING ANY ASSOCIATED FEES FOR RESTOCKING, ETC. ALL SUBMITTALS WILL BE PROVIDED WITH A COVER LETTER BY THE GENERAL CONTRACTOR WITH A STATEMENT BY THE ACKNOWLEDGING THAT THE SUBMITTAL HAS BEEN REVIEWED AND MEETS THE PLANS AND SPECIFICATIONS. ANY MATERIAL PROVIDED AS A SUBSTITUTE OR "AS EQUAL" SHALL BE CLEARLY NOTED ON THE COVER SHEET. ANY SUBMITTALS THAT ARE ILLEGIBLE, COPIES OF COPY'S OR MISSING ANY ITEMS WILL BE REJECTED. THE TOWN AND/OR EOR ARE NOT RESPONSIBLE FOR DELAYS IN SCHEDULE FOR REJECTED SUBMITTALS THAT DON'T MEET THE MINIMUM PLANS AND SPECIFICATIONS.
21. WATER-SEWER SEPARATION SHALL BE PURSUANT TO AAC R-18-5-502C, LATEST REVISION.
22. SEWER LINE LOW PRESSURE AIR TESTS SHALL BE DONE ON 100% OF ALL LINES AFTER PLACEMENT OF BACKFILL TO PAVEMENT SUBGRADE. TEST EACH SEGMENT OF THE SEWER LINE FOR LEAKAGE USING THE APPLICABLE METHOD BELOW AND RECORD THE RESULTS:

22A. "STANDARD TEST METHOD FOR INSTALLATION OF ACCEPTANCE OF PLASTIC GRAVITY SEWER LINES USING LOW-PRESSURE AIR, F1417-92(1998)" PUBLISHED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
23. SEWER MANHOLES EXFILTRATION TESTS SHALL BE DONE ON 100% OF ALL MANHOLES. VACUUM TESTING IN ACCORDANCE WITH CITY STANDARDS MAY BE USED IN LIEU OF EXFILTRATION TEST. THE CONTRACTOR SHALL TEST EACH MANHOLE USING ONE OF THE FOLLOWING TEST PROTOCOLS:

23A. WATERTIGHTNESS TESTING BY FILLING THE MANHOLE WITH WATER. THE CONTRACTOR SHALL ENSURE THAT THE DROP IN WATER LEVEL FOLLOWING PRESOAKING DOES NOT EXCEED 0.00034 OF THE TOTAL MANHOLE VOLUME PER HOUR.

23B. NEGATIVE AIR PRESSURE TESTING USING THE "STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE" (VACUUM) TEST, C1244-02e1(2002), PUBLISHED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS. THIS MATERIAL IS INCORPORATED BY REFERENCE & DOES NOT INCLUDE ANY LATER AMENDMENTS OR EDITIONS OF THE INCORPORATED MATERIAL, & MAY BE VIEWED AT THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, 1110 W. WASHINGTON, PHOENIX, AZ. 85007, OR OBTAINED FROM THE AMERICAN SOCIETY FOR TESTING & MATERIALS INTERNATIONAL, 100 BAR HARBOR DRIVE, WEST CONSHOHOCKEN, PA.19428-2959.
24. SEWER LINE DEFLECTION TESTS WITH AN APPROPRIATELY SIZED MANDREL SHALL BE DONE ON 100% OF ALL NON-RIGID PIPE LINES.
25. PVC SEWER LINES SHALL BE INSTALLED ACCORDING TO ASTM STANDARD SPECIFICATION D2321 (LATEST REVISION).

ABBREVIATIONS:

ABAND	ABANDON OR ABANDONED
"AB"	AS-BUILT
ABC	AGGREGATE BASE COURSE
AC	ASPHALTIC CONCRETE
ACP	ASBESTOS CEMENT PIPE
ALT	ALTERNATE
APPROX	APPROXIMATE
ARV	AIR RELEASE VALVE
BC	BRASS CAP
BLOG	BUILDING
BM	BENCH MARK
BNDY	BOUNDARY
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CY	CUBIC YARD
DIA	DIAMETER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DR	DRIVE
DWG	DRAWING
EA	EACH
EL	ELEVATION
ESMT	EASEMENT
EX	EXISTING
FL	FIRE HYDRANT
FH	FLOW LINE
GA	GAUGE
GW	GUY WIRE
HDPE	HIGH-DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HYD	HYDRANT
INV	INVERT
LAT	LATERAL
LF	LINEAR FEET
L	LUMP SUM
LS	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MON	MONUMENT
N	NORTH OR NORTHING
NO	NUMBER
NPI	NON-PAYMENT ITEM
NTS	NOT TO SCALE
O.A.E	OR APPROVED EQUAL
OC	ON CENTER
PCC	PORTLAND CEMENT CONCRETE
PP	POWER POLE
PROP	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
RD	ROAD
ROW	RIGHT-OF-WAY
R	RIGHT
SD	STORM DRAIN
SECT	SECTION
SF	SQUARE FEET
SHT	SHEET
SS	SANITARY SEWER
SMH	SEWER MANHOLE
ST	STREET
STA	STATION
SY	SQUARE YARD
SRV	SERVICE
SWR	SEWER
T	TELEPHONE
TC	TOP OF CURB
TOCV	TOWN OF CHINO VALLEY
TYP	TYPICAL
UNK	UNKNOWN
WAT	WATER
WM	WATER METER
WV	WATER VALVE

COMMON SYMBOLS

EXISTING		PROPOSED
	ARV	
	BENCHMARK	
	BRASS CAP	
	CONCRETE	
	FIRE HYDRANT	
	GUY WIRE	
	POWER POLE	
	SEWER CLEANOUT	
	DUCTILE IRON PIPE	
	SANITARY SEWER MANHOLE	
	WATER METER	
	WATER GATE VALVE	
	BLOW OFF	

COMMON LINETYPES

EXISTING		PROPOSED
	CENTERLINE	
	COMMUNICATION	
	CONTOUR	
	EASEMENT	
	ELECTRIC (OVERHEAD)	
	ELECTRIC (UNDERGROUND)	
	FENCING	
	FLOW LINE	
	PAVED ROAD EDGE	
	PIPE	
	PROPERTY LINE	
	STATE HIGHWAY RIGHT-OF-WAY	
	TOCV RIGHT-OF-WAY	
	SECTION LINE	
	SEWER	
	TELEPHONE	
	UNPAVED ROAD	
	WATER	

3

2

1

No. DATE:REVISION:APP.

NOTICE TO CONTRACTORS:
THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE

Call at least two full working days before you begin excavation.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
Maricopa County: (602) 659-7500

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TOWN OF CHINO VALLEY, ARIZONA

STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST

JUNIPER DRIVE TO PERKINSVILLE ROAD

NOTES LEGEND & SYMBOLS

DE: MM

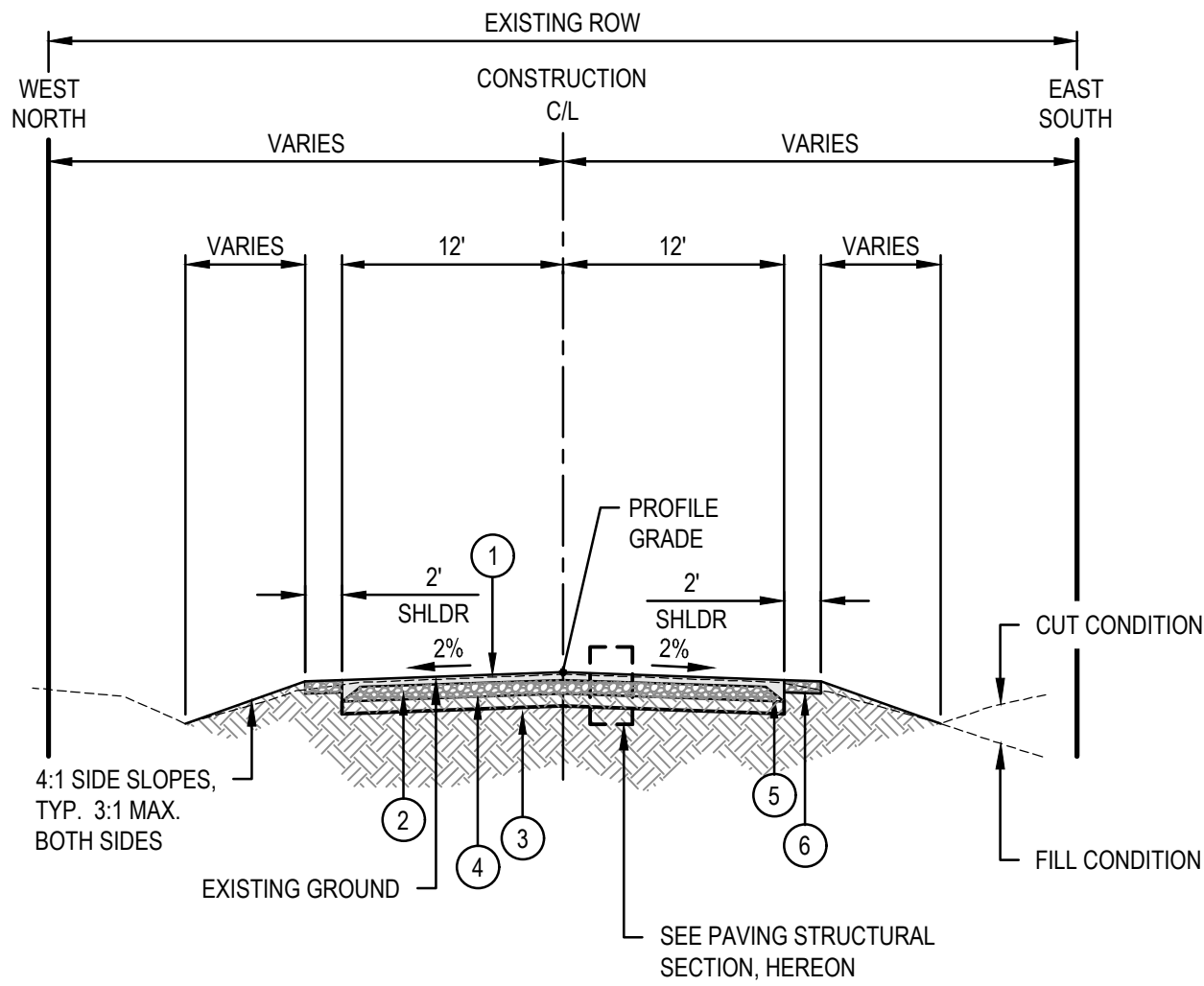
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CH: BT

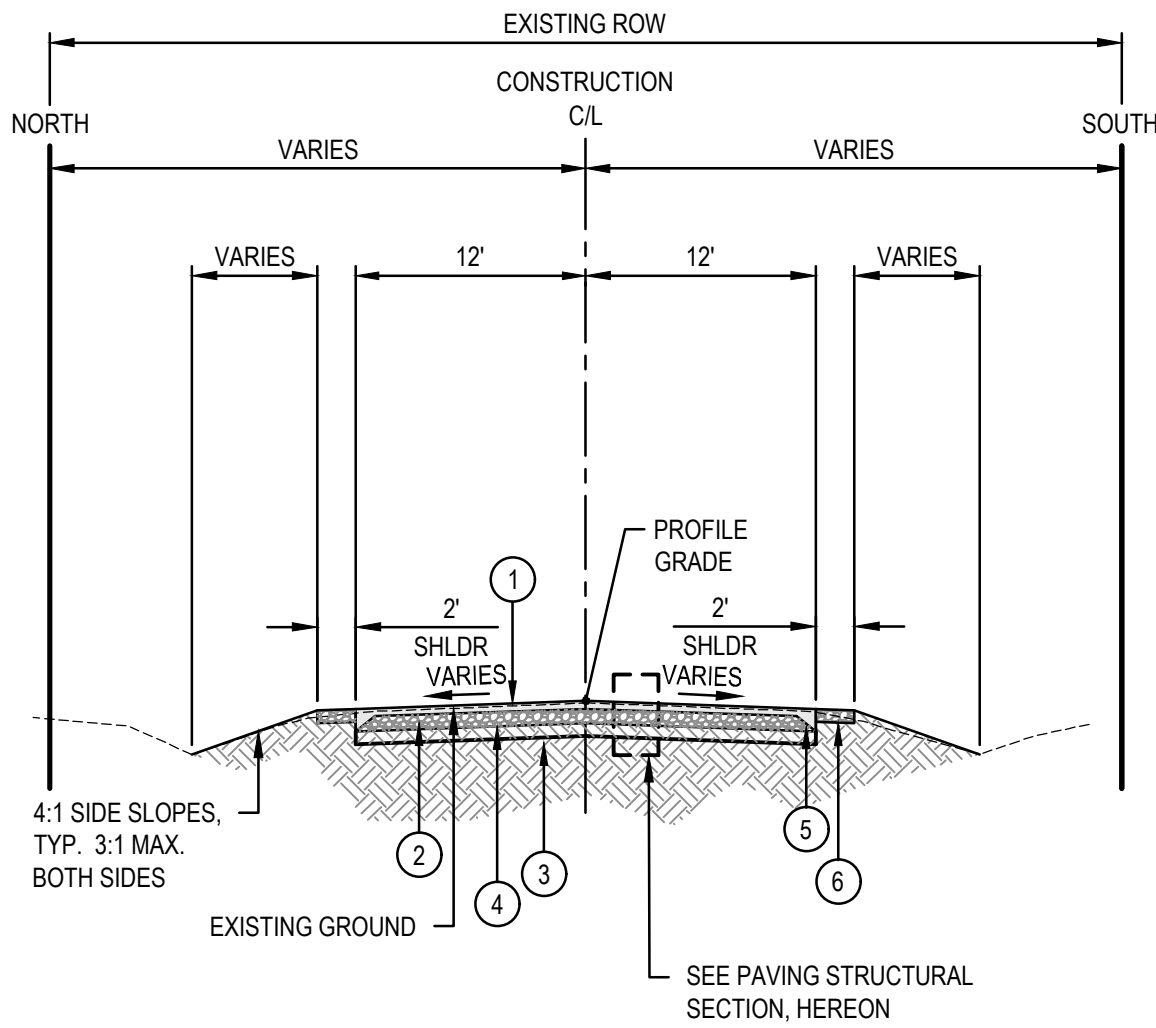
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SHEET 2 OF 26

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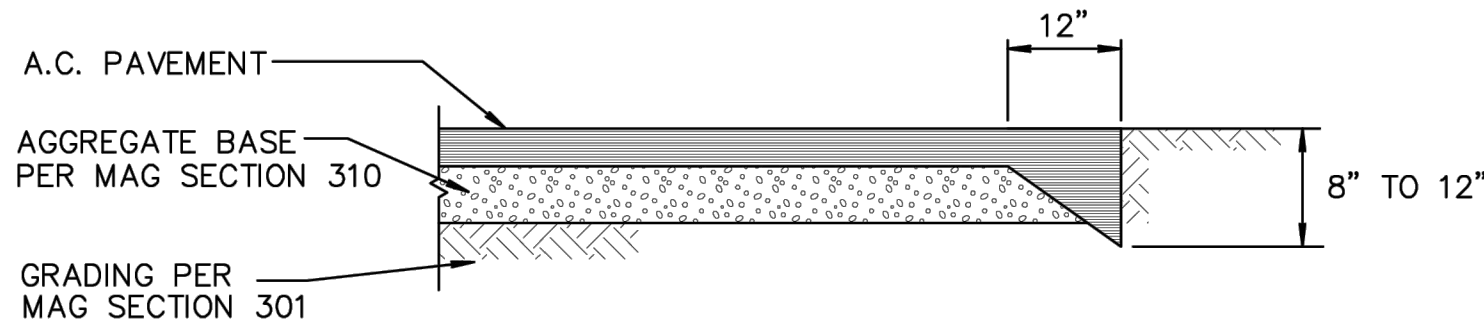


TYPICAL SECTION 1
NOT TO SCALE
NORTH ROAD 1 EAST



TYPICAL SECTION 2
NOT TO SCALE
EAST ROAD 2 NORTH & PERKINSVILLE ROAD

	STRUCTURAL SECTION NOTES
1	4" ASPHALT CONCRETE PAVING, 4" SINGLE LIFT (3/4" MIX).
2	9" AGGREGATE BASE COURSE.
3	8" PREPARED SUBGRADE COMPACTED TO 95%.
4	TENSAR TX-140 BX-1200, OR GEOGRID PER MAG SECTION 796.2.4 WITH SEPARATION FABRIC FILTER PER MAG SECTION 796.2.2 CLASS B, ONLY IF REQUIRED FOR UNSUITABLE SOIL CONDITIONS.
5	ASPHALT PAVEMENT EDGE PER QUAD CITY STD. DETAIL 201Q, TYP. SEE DETAIL, THIS SHEET. CONTRACTOR TO PREPARE THICKENED EDGE PRIOR TO AC PLACEMENT, ALL STREETS.
6	8" AGGREGATE BASE COURSE SHOULDER.

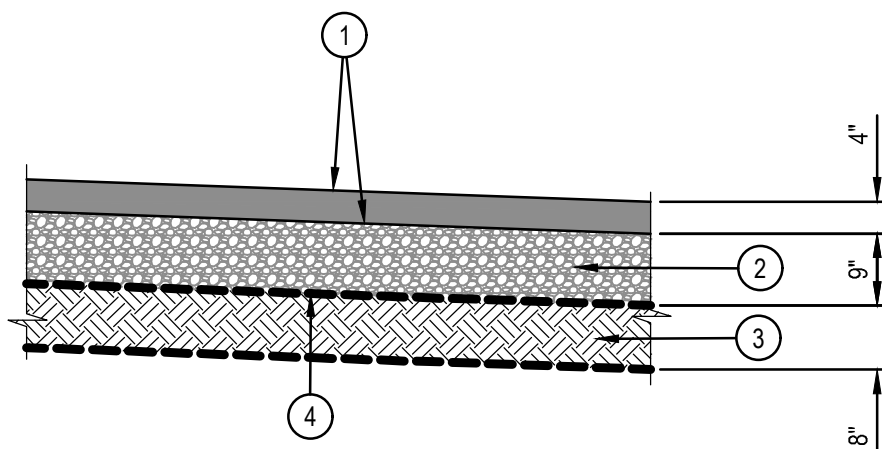


- NOTES:
- THICKENED EDGE REQUIRED AT ALL TRANSVERSE TERMINATIONS OF PAVING AND AT LONGITUDINAL EDGES FOR ASPHALT PAVEMENTS UNCONFINED BY CURB & GUTTER.
 - MATCHLINE TO EXISTING PAVEMENTS SHALL BE SKEWED OR OFFSET FOR SMOOTHER TRANSITION. LOCATION OF SAWCUT SHALL BE AS DIRECTED BY THE AGENCY ENGINEER OR HIS DESIGNEE.
 - EXISTING EDGES SHALL BE UNDISTURBED NATIVE, FIRM, & UNYIELDING SOIL OR FORMED TO PROVIDE FULLY COMPACTED STRAIGHT EDGES.

QUAD CITY STANDARD DETAIL

THICKENED EDGE PAVEMENT SECTION

REVISED: 07/16
DETAIL No. 201Q



PAVING STRUCTURAL SECTION
N ROAD 1 E, E ROAD 2 N & PERKINSVILLE ROAD
SCALE: 1"=2'

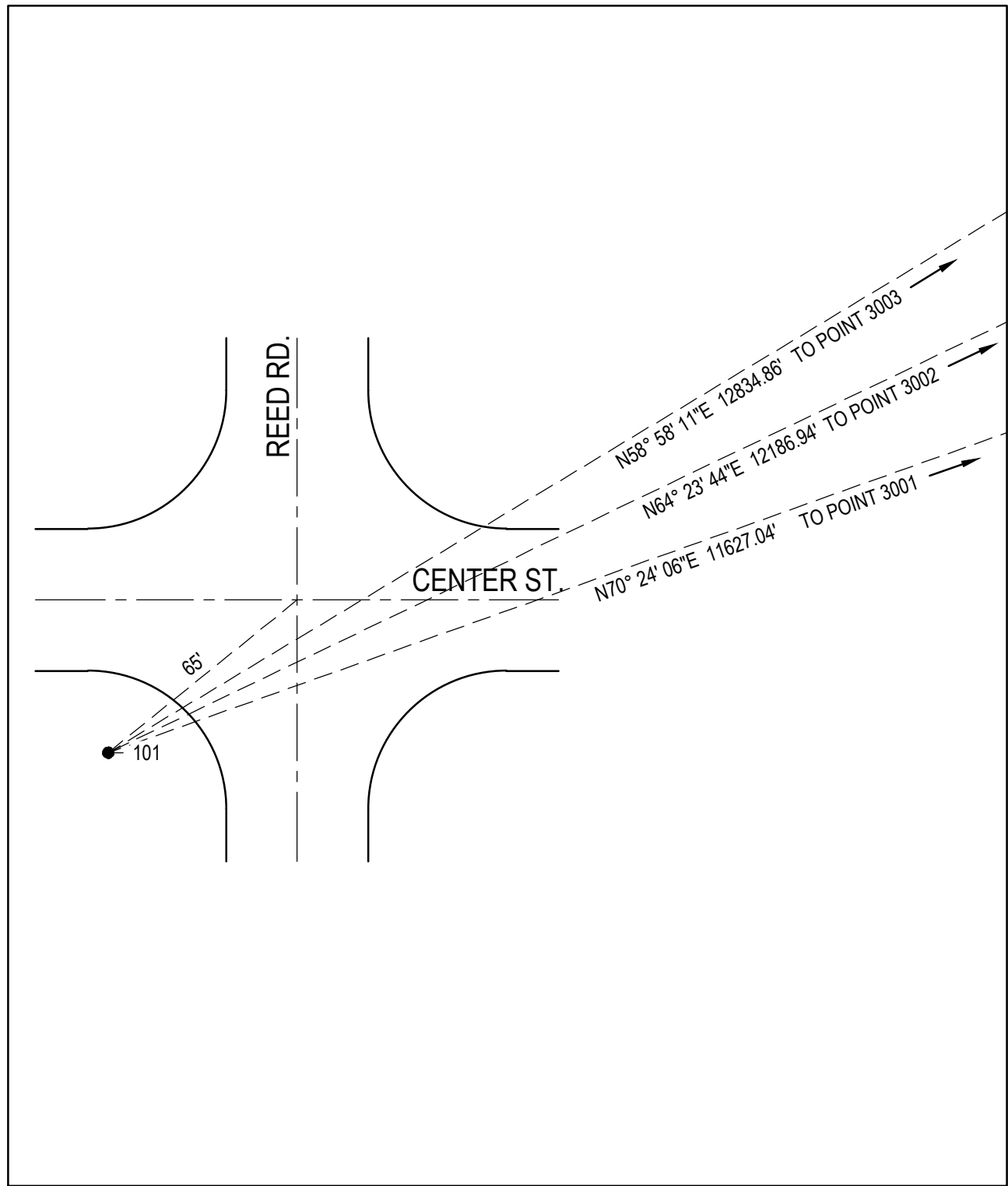
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No.	DATE:	REVISION:	APP.
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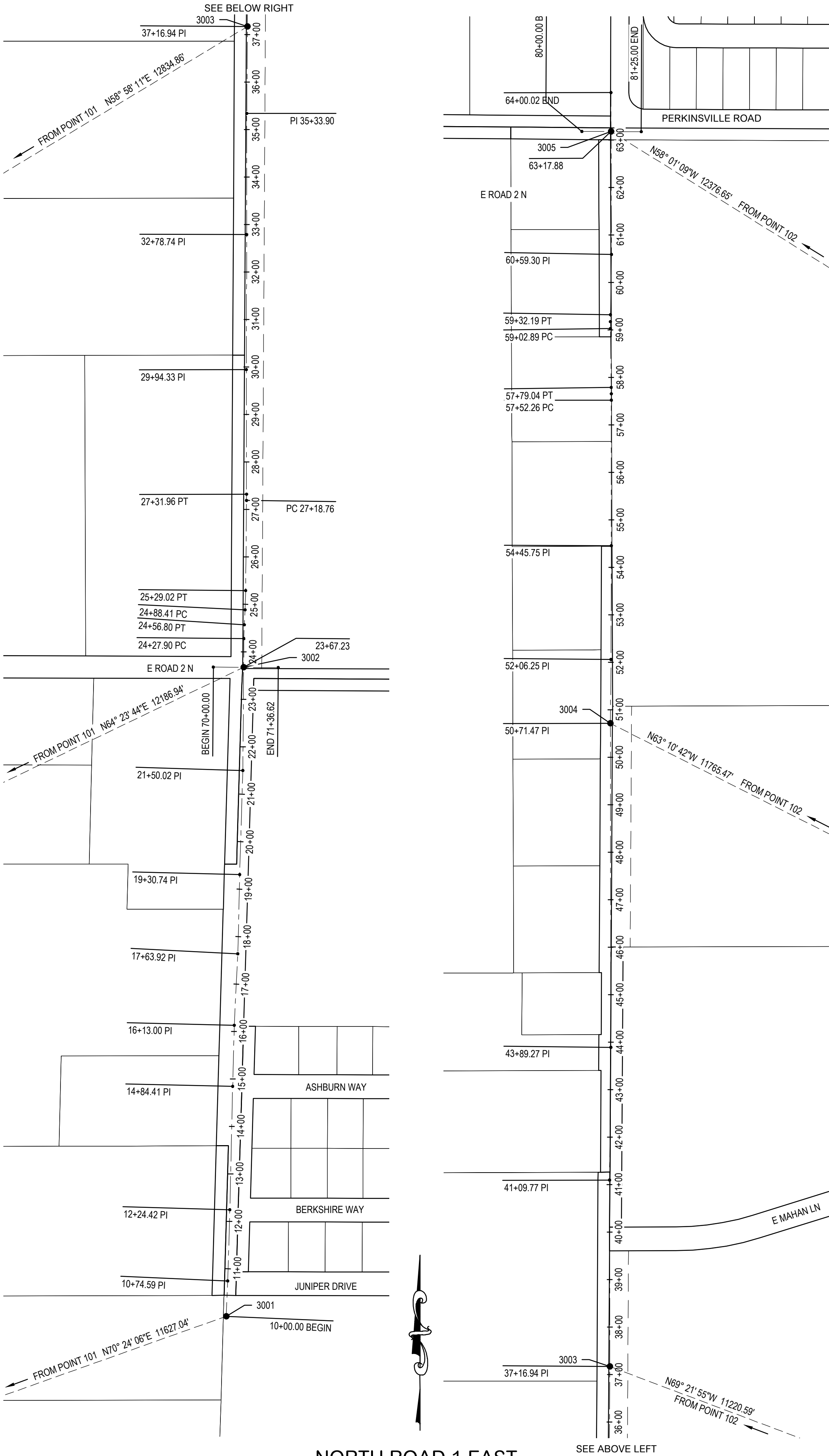
TOWN OF CHINO VALLEY, ARIZONA
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST
JUNIPER DRIVE TO PERKINSVILLE ROAD
TYPICAL SECTIONS

DE: MM DR: MM CH: BT JN: 2023740.00 SHEET 3 OF 26



TOWN OF CHINO VALLEY CONTROL POINT 101

SCALE: 1"=40'
PER RECORD OF SURVEY BOOK 173, PAGE 44.



NORTH ROAD 1 EAST

SCALE: 1"=150'

SURVEY CONTROL POINTS				
#	N.	E.	ELEV.	DESC.
101	363555.62	129797.12	4832.12	BRASS CAP IN CONCRETE
102	366217.63	151295.98	4813.54	TOWN OF CHINO VALLEY CONTROL POINT
3001	367455.63	140750.56	0.00	CL BEGIN
3002	368822.28	140787.28	0.00	CL INTERSECTION
3003	370171.88	140795.24	0.00	CL PI
3004	371526.39	140796.30	0.00	CL PI
3005	372772.77	140797.81	0.00	CL INTERSECTION

COORDINATE SYSTEM INFORMATION:

TOWN OF CHINO VALLEY CONTROL NETWORK:

COORDINATE SYSTEM: US STATE PLANE 1983
ZONE: ARIZONA CENTRAL 0202
PROJECT DATUM: NAD 1983 (2002)
VERTICAL DATUM: NAVD 88
GEOID MODEL: GEOID03 (CONUS)
COORDINATE UNITS: INTERNATIONAL FEET
DISTANCE UNITS: INTERNATIONAL FEET
HEIGHT UNITS: INTERNATIONAL FEET

GRID TO GROUND COMBINED FACTOR: 1.0002970869

TO CONVERT FROM STATE PLANE (GRID - NAD '83 EPOCH 2002) COORDINATES TO TOWN OF CHINO VALLEY COORDINATES (GROUND):

NORTHING: (STATE PLANE X 1.0002970869) - 1,000,000
EASTING: (STATE PLANE X 1.0002970869) - 400,000

BENCHMARK:

POINT 102, AS SHOWN IN THE TOWN OF CHINO VALLEY CONTROL NETWORK REPORT, RECORDED IN BOOK 173, PAGE 44, L.S., YCRO.

N: 366,217.63 IFT
E: 151,295.98 IFT
EL: 4813.54 IFT (NAVD88)
BRASS CAP IN CONCRETE (SEE NETWORK REPORT FOR EXACT LOCATION)

TEMPORARY BENCH MARKS

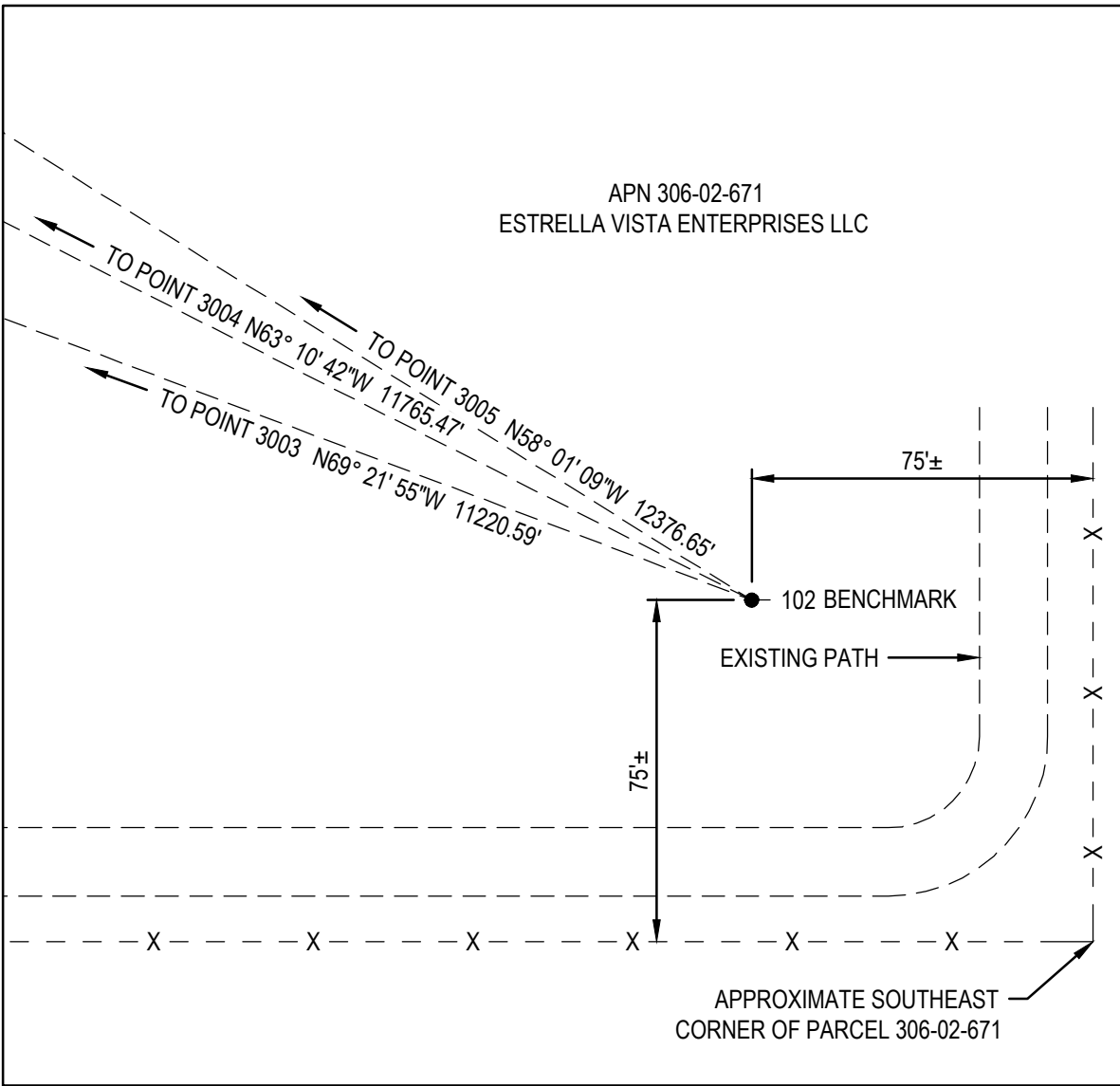
POINT NO. 40213 & 40610 (TBM).

SURVEY CONTROL:

TOWN OF CHINO VALLEY CONTROL NETWORK:
COORDINATE SYSTEM: US STATE PLANE 1983
ZONE: ARIZONA CENTRAL 0202
PROJECT DATUM: NAD 1983 (2002)
VERTICAL DATUM: NAVD 88
GEOID MODEL: GEOID03 (CONUS)K.

SURVEY NOTES:

- PROJECT LOCATION: A PORTION OF SECTIONS 14 & 15, TOWNSHIP 16N, RANGE 02W GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA.
- HORIZONTAL DATUM: NAD83 (2011) ARIZONA STATE PLANE, CENTRAL ZONE (0202), CALIBRATED TO THE CALIBRATION POINTS LISTED HEREON.
- VERTICAL DATUM: NAVD88 (GEOID12A) CALIBRATED TO THE POINTS LISTED HEREON.
- THE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL CONTROL IN THE FIELD PRIOR TO CONSTRUCTION.
- DISTANCES ARE GRID DISTANCES AND COORDINATES ARE GRID COORDINATES UTILIZING INTERNATIONAL FEET.

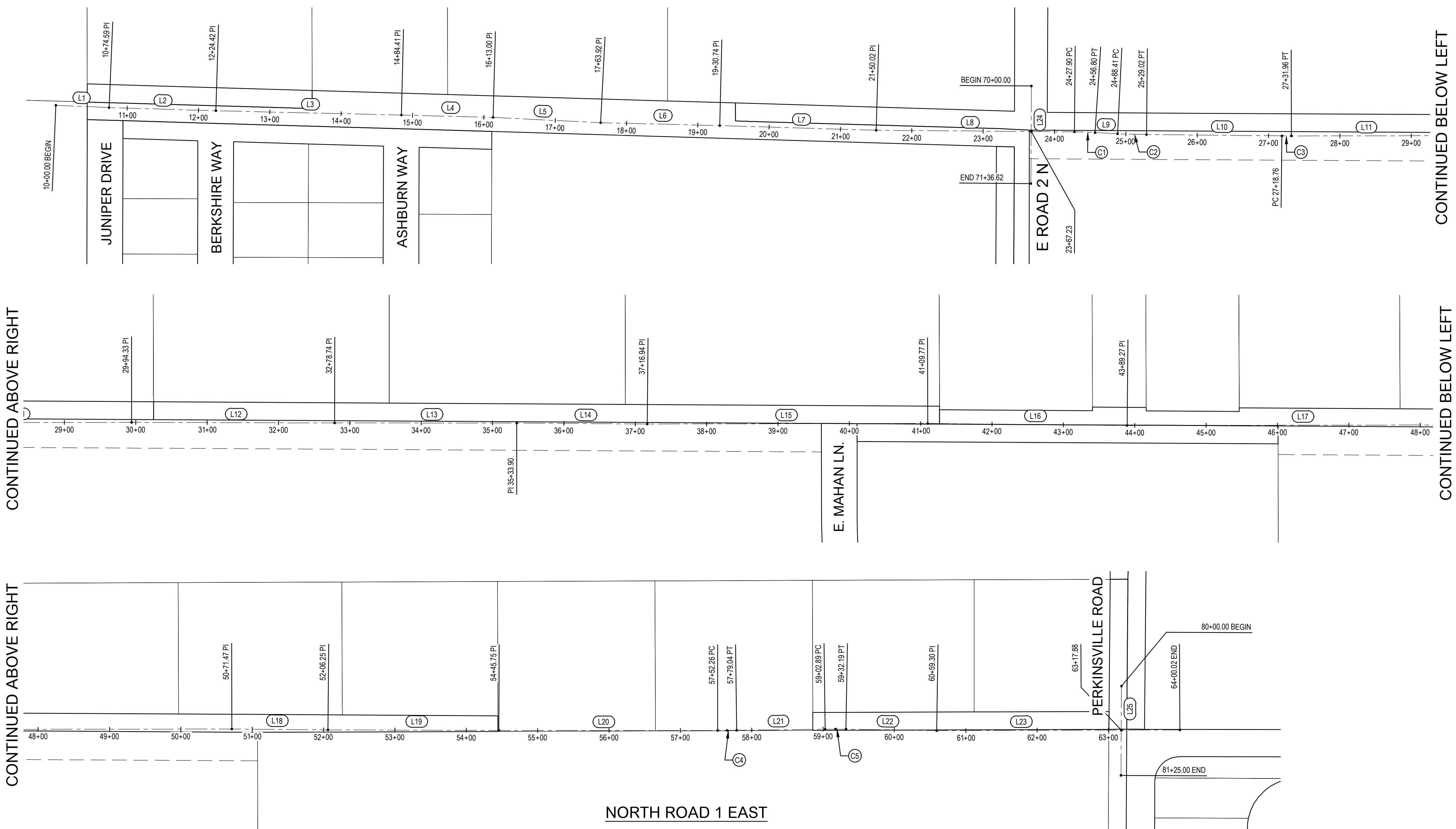


TOWN OF CHINO VALLEY CONTROL POINT 102

SCALE: 1"=40'

PER RECORD OF SURVEY BOOK 173, PAGE 44:
FROM 89 AT PERKINSVILLE ROAD, HEAD EAST 2.3 MILES TO M.A. PERKINS. HEAD SOUTH 1 MILE, ROAD BEARS SOUTHEAST AND BECOMES 7 BAR ROAD. CONTINUE FOR 300± TO ROAD 2 NORTH. HEAD WEST ON ROAD 2N 300±, CROSS FENCELINE AND HEAD SOUTH ON PATH FOR 0.5 MILES.

3				
2				
1	N/A	N/A		
No.	DATE:	REVISION:	APP.	
NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.		0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE	Call at least two full working days before you begin excavation. ARIZONA Dial 8-1-1 or 1-800-STAKE-IT (782-5348) Maricopa County (602) 659-7500	
		 Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona		
2054 N. Willow Creek Rd. Prescott, AZ 86301 Phone: 928.771.2376 Fax: 928.771.2377 Web: www.civiltec.com				
TOWN OF CHINO VALLEY, ARIZONA STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST JUNIPER DRIVE TO PERKINSVILLE ROAD SURVEY CONTROL INDEX				
DE:	MM	DR:	MM	
CH:	BT	JN:	2023740.00	
SHEET	4	OF	26	



ALIGNMENT DATA						
	START	END	Δ / BEARING	RADIUS	DISTANCE LENGTH	START END
L1	10+00.00	10+74.59	N2°28'29"E		74.59'	N. 367455.63 E. 140750.56 N. 367530.15 E. 140753.78
L2	10+74.59	12+24.42	N1°41'01"E		149.84'	N. 367530.15 E. 140753.78 N. 367679.92 E. 140758.18
L3	12+24.42	14+84.41	N1°20'20"E		259.98'	N. 367679.92 E. 140758.18 N. 367939.83 E. 140764.26
L4	14+84.41	16+13.00	N1°27'33"E		128.59'	N. 367939.83 E. 140764.26 N. 368068.38 E. 140767.53
L5	16+13.00	17+63.92	N2°49'14"E		150.93'	N. 368068.38 E. 140767.53 N. 368219.12 E. 140774.96
L6	17+63.92	19+30.74	N1°23'15"E		166.81'	N. 368219.12 E. 140774.96 N. 368385.88 E. 140779.00
L7	19+30.74	21+50.02	N1°42'40"E		219.29'	N. 368385.88 E. 140779.00 N. 368605.07 E. 140785.54
L8	21+50.02	24+27.90	N0°27'31"E		277.88'	N. 368605.07 E. 140785.54 N. 368882.94 E. 140787.77
C1	24+27.90	24+56.80	Δ=3°18'43"	R=500.00'	28.90'	N. 368882.94 E. 140787.77 N. 368911.82 E. 140788.83
L9	24+56.80	24+88.41	N2°49'03"E		31.60'	N. 368911.82 E. 140788.83 N. 368943.39 E. 140790.39

ALIGNMENT DATA						
	START	END	Δ / BEARING	RADIUS	DISTANCE LENGTH	START END
C2	24+88.41	25+29.02	Δ=2°19'37"	R=1000.00'	40.61'	N. 368943.39 E. 140790.39 N. 368983.98 E. 140791.56
L10	25+29.02	27+18.76	N0°33'07"E		189.74'	N. 368983.98 E. 140791.56 N. 369173.71 E. 140793.39
C3	27+18.76	27+31.96	Δ=0°45'24"	R=1000.00'	13.21'	N. 369173.71 E. 140793.39 N. 369186.91 E. 140792.98
L11	27+31.96	29+94.33	N0°06'14"W		262.37'	N. 369186.91 E. 140792.98 N. 369449.28 E. 140795.24
L12	29+94.33	32+78.74	N0°09'18"E		284.41'	N. 369449.28 E. 140795.24 N. 369733.69 E. 140793.75
L13	32+78.74	35+33.90	N0°02'13"E		255.16'	N. 369733.69 E. 140793.75 N. 369988.85 E. 140793.91
L14	35+33.90	37+16.94	N0°24'52"E		183.04'	N. 369988.85 E. 140793.91 N. 370171.88 E. 140794.50
L15	37+16.94	41+09.77	N0°06'26"W		392.83'	N. 370171.88 E. 140794.50 N. 370564.71 E. 140795.24
L16	41+09.77	43+89.27	N0°34'42"E		279.50'	N. 370564.71 E. 140795.24 N. 370844.20 E. 140797.33
L17	43+89.27	50+71.47	N0°05'11"W		682.19'	N. 370844.20 E. 140797.33 N. 371526.39 E. 140796.30

ALIGNMENT DATA						
	START	END	Δ / BEARING	RADIUS	DISTANCE LENGTH	START END
L18	50+71.47	52+06.25	N0°30'52"E		134.79'	N. 371526.39 E. 140796.30 N. 371661.18 E. 140797.51
L19	52+06.25	54+45.75	N0°11'11"E		239.50'	N. 371661.18 E. 140797.51 N. 371900.68 E. 140798.28
L20	54+45.75	57+52.26	N0°00'08"E		306.51'	N. 371900.68 E. 140798.28 N. 372207.19 E. 140798.30
C4	57+52.26	57+79.04	Δ=0°46'01"	R=2000.00'	26.78'	N. 372207.19 E. 140798.30 N. 372233.96 E. 140798.12
L21	57+79.04	59+02.89	N0°45'53"W		123.85'	N. 372233.96 E. 140798.12 N. 372357.80 E. 140796.47
C5	59+02.89	59+32.19	Δ=1°40'44"	R=1000.00'	29.30'	N. 372357.80 E. 140796.47 N. 372387.10 E. 140796.50
L22	59+32.19	60+59.30	N0°54'51"E		127.11'	N. 372387.10 E. 140796.50 N. 372514.20 E. 140798.53
L23	60+59.30	64+00.02	N0°09'37"W		340.72'	N. 372514.20 E. 140798.53 N. 372854.91 E. 140797.58
L24	70+00.00	71+36.62	S89°35'32"E		136.62'	N. 368822.73 E. 140723.55 N. 368821.76 E. 140860.17
L25	80+00.00	81+25.00	S89°44'08"E		125.00'	N. 372773.05 E. 140736.23 N. 372772.48 E. 140861.22

3

2

1

N/A

N/A

No. DATE:

REVISION:

APP.

NOTICE TO CONTRACTORS:

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01/21

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE

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ARIZONA

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REGISTERED PROFESSIONAL ENGINEER

45668

BENJAMIN W. TOWNSEND

State signed 1/25/24

ARIZONA, U.S.A.

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TOWN OF CHINO VALLEY, ARIZONA

STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST

JUNIPER DRIVE TO PERKINSVILLE ROAD

SURVEY CONTROL PLAN

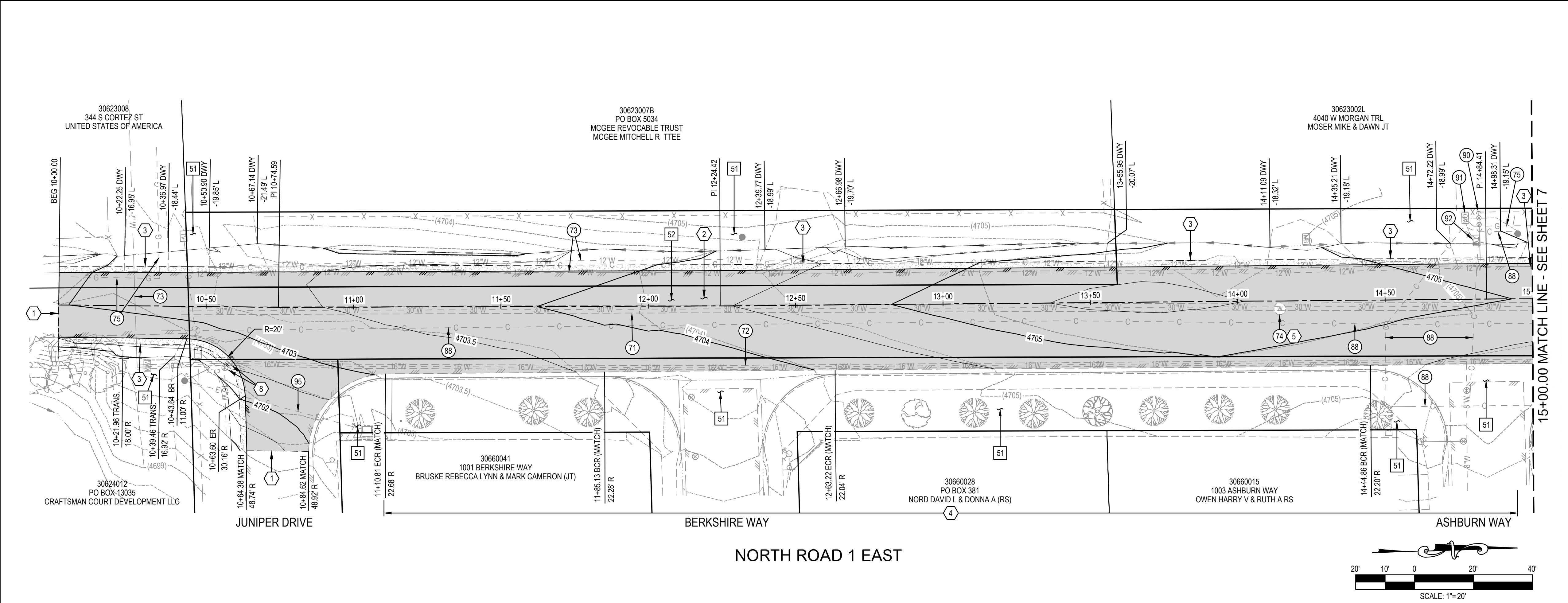
DE: MM

DR: MM

CH: BT

JN: 2023740.00

SHEET 5 OF 26



NOTES	
STREET CONSTRUCTION	
1	SAWCUT EXISTING PAVEMENT. MATCH NEW PAVEMENT TO EXISTING.
2	PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.
3	MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.
4	FINAL PAVEMENT SURFACE SHALL BE 1/4" ABOVE EXISTING GUTTER LIP.
5	ADJUST EXISTING WATER MH TO GRADE PER QCSO 422Q. SEE SHEET 23.
8	REMOVE VALVE BOX DURING CONSTRUCTION. ADJUST VALVE BOX AS REQUIRED TO FINISHED GRADE PER QCSO 391Q. SEE SHEET 23.

REMOVALS AND PROTECT IN PLACE	
51	PROTECT IN PLACE: ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.
52	REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & BASE.

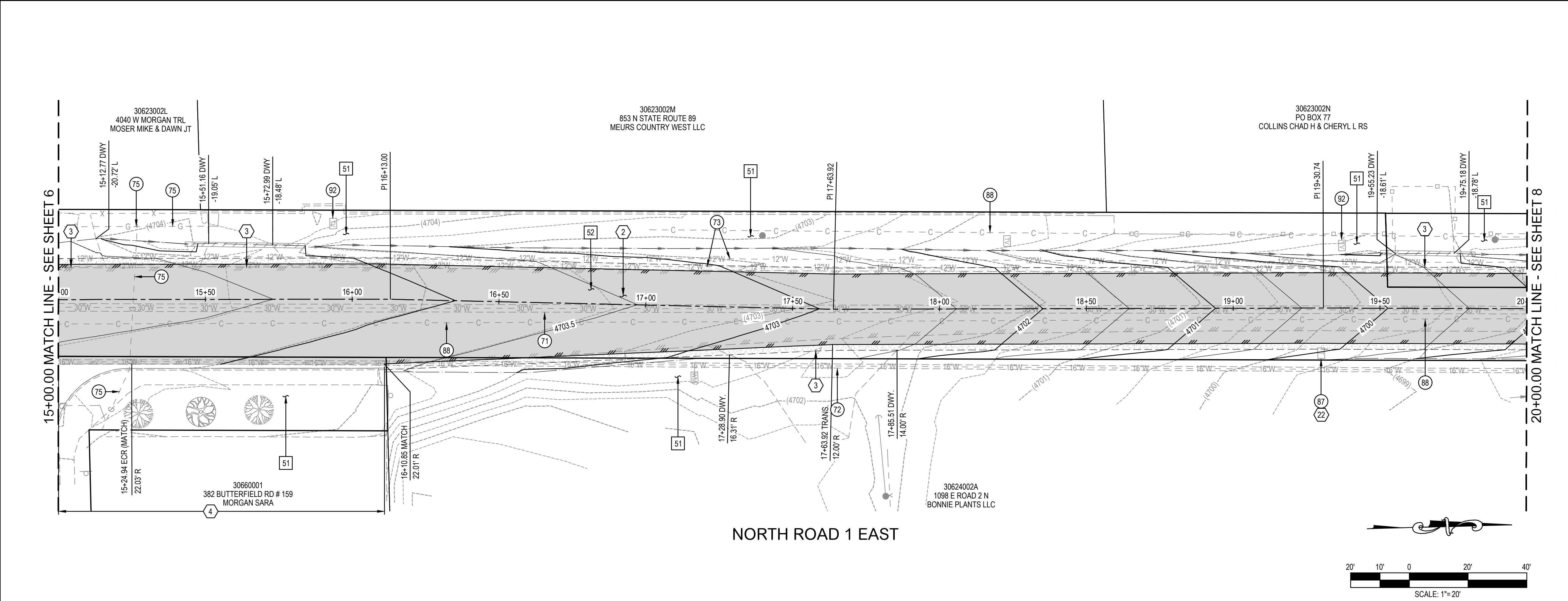
UTILITIES - PROTECT IN PLACE	
71	CAUTION: EXISTING COP 30" TRANSMISSION WATER MAIN.
72	EXISTING TOCV 16" WATER MAIN.
73	EXISTING COP 12" WATER MAIN.
74	EXISTING WATER MH.
75	EXISTING GAS MAIN.
88	EXISTING COMMUNICATION / TELEPHONE LINE
90	EXISTING DOUBLE DETECTOR CHECK ASSEMBLY
91	EXISTING GAS METER
92	EXISTING TV PEDESTAL
95	EXISTING APS ELECTRIC CONDUITS

3					
2					
1					
No.	DATE:	REVISION:			APP.
NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.			0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE <u>NOT TO SCALE</u>		Call at least two full working days before you begin excavation.  Dial 8-1-1 or 1-800-STAKE-IT (782-5348) Maricopa County (602) 659-7500

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TOWN OF CHINO VALLEY, ARIZONA
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST
JUNIPER DRIVE TO PERKINSVILLE ROAD
STREET PLAN & PROFILE

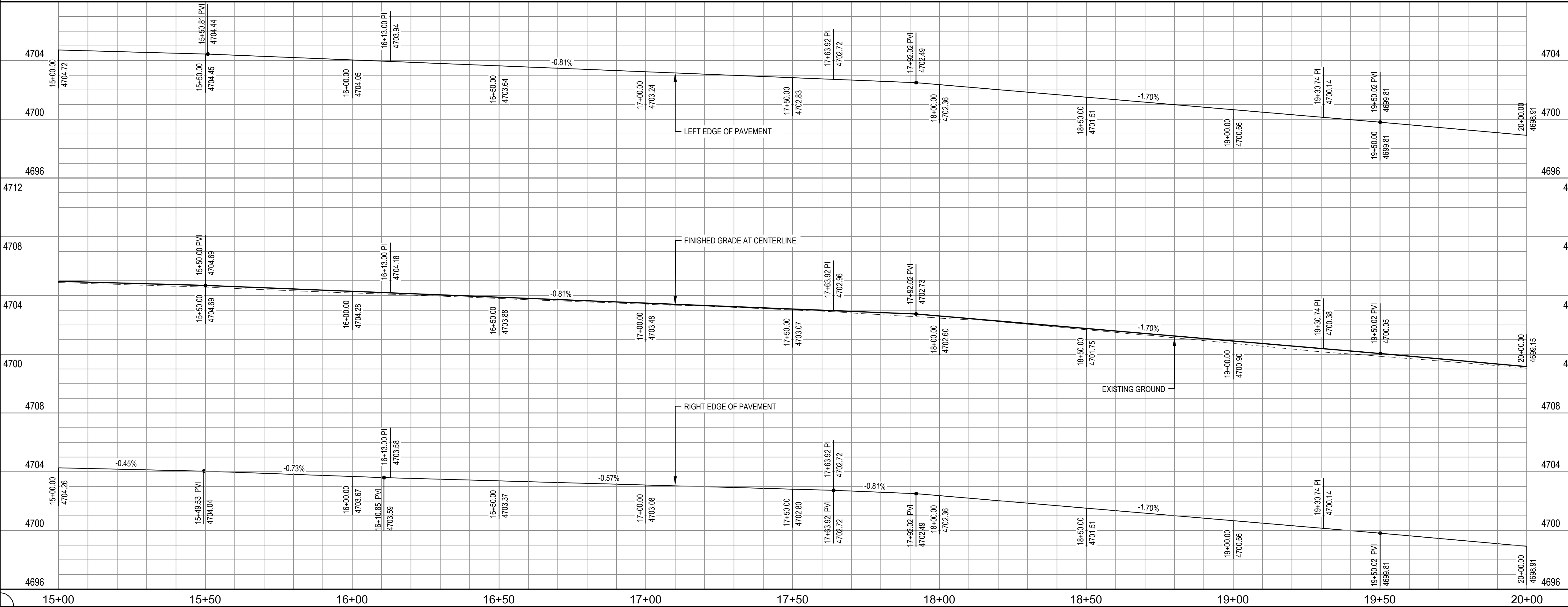
DE: MM DR: MM CH: BT JN: 2023740.00 SHEET 6 OF 26



NORTH ROAD 1 EAST



PROFILE SCALES: HORZ: 1"=20', VERT: 1"=4'



NOTES	
2	PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.
3	MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.
4	FINAL PAVEMENT SURFACE SHALL BE 1/4" ABOVE EXISTING GUTTER LIP.
22	ADJUST EXISTING UTILITY TO GRADE (BY OTHERS).

REMOVALS - PROTECT IN PLACE	
51	PROTECT IN PLACE: ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.
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UTILITIES - PROTECT IN PLACE	
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72	EXISTING TOCV 16" WATER MAIN.
73	EXISTING COP 12" WATER MAIN.
75	EXISTING GAS MAIN.
87	EXISTING TELEPHONE PEDESTAL
88	EXISTING COMMUNICATION / TELEPHONE LINE
92	EXISTING TV PEDESTAL

No.	DATE:	REVISION:	APP.
3			
2			
1			

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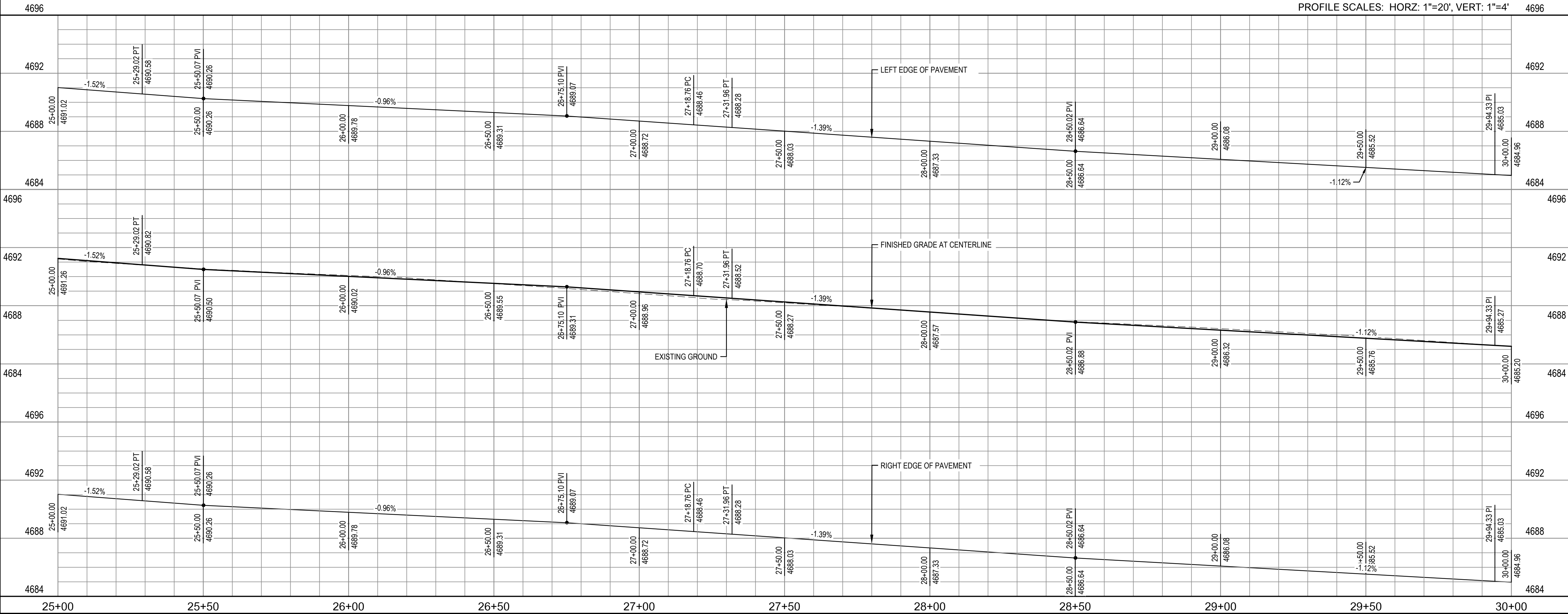
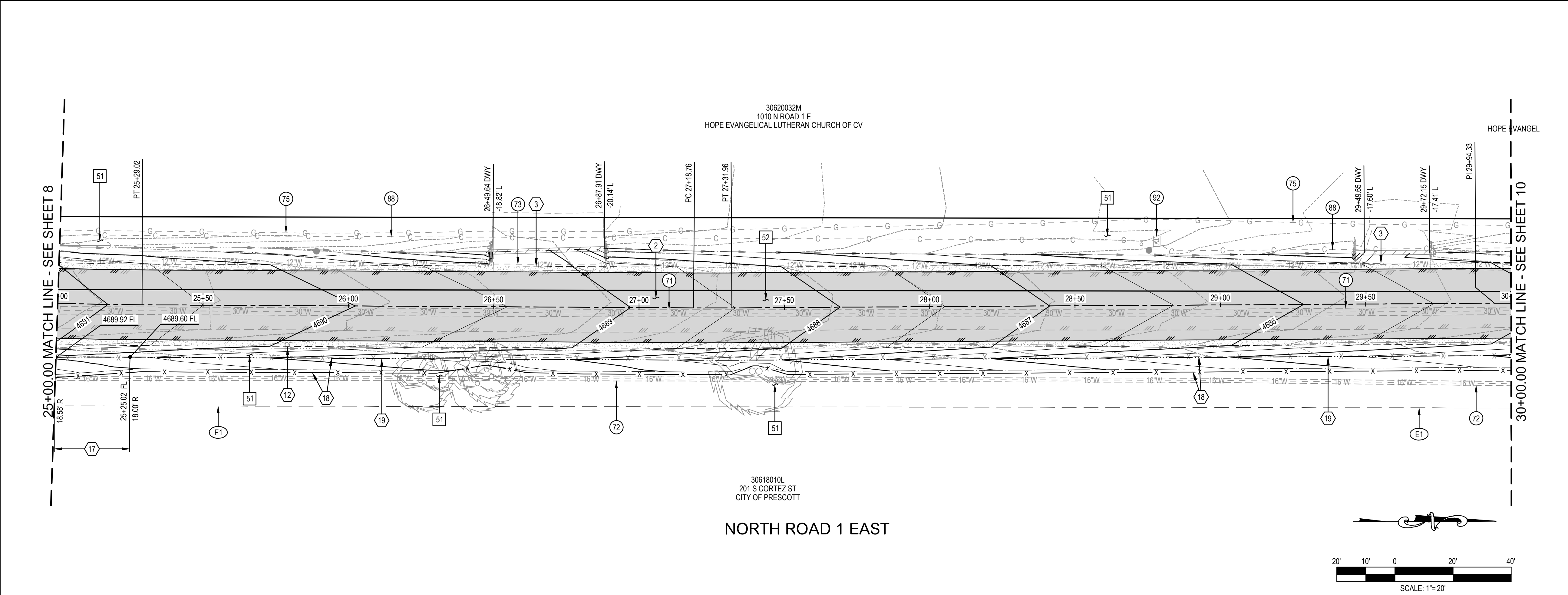
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ARIZONA
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TOWN OF CHINO VALLEY, ARIZONA
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST
JUNIPER DRIVE TO PERKINSVILLE ROAD
STREET PLAN & PROFILE

DE: MM DR: MM CH: BT JN: 2023740.00 SHEET 7 OF 26



NOTES

2

PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.

3

MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.

12

RELOCATE EXISTING SIGN. SEE SIGNING & STRIPING PLANS, SHEETS 19-22. SEE QCSD 131Q ON SHEET 25.

17

TRANSITION DITCH FROM HEADWALL OUTLET.

18

RELOCATE EXISTING BARBED WIRE FENCE AND TRESPASSING SIGNS AFFIXED TO FENCE. SEE BARBED WIRE FENCE DETAIL, ADOT C-12.10 ON SHEET 26.

19

CONSTRUCT 12" DEEP ROADSIDE DITCH WITH 4:1 SIDE SLOPES, TYP.

REMOVALS - PROTECT IN PLACE

51

PROTECT IN PLACE: ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.

52

REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & BASE.

UTILITIES

71

CAUTION: EXISTING COP 30" TRANSMISSION WATER MAIN.

72

EXISTING TOCV 16" WATER MAIN.

73

EXISTING COP 12" WATER MAIN.

75

EXISTING GAS MAIN.

88

EXISTING COMMUNICATION / TELEPHONE LINE

92

EXISTING TV PEDESTAL

EASEMENT

E1

APPROXIMATE LOCATION OF 40' WIDE EASEMENT TO THE TOWN OF CHINO VALLEY

3

2

1

No. DATE:

REVISION:

APP.

NOTICE TO CONTRACTORS:

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0 1/2 1

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REGISTERED PROFESSIONAL ENGINEER

45668

BENJAMIN W. TOWNSEND

State signed 1/25/24

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TOWN OF CHINO VALLEY, ARIZONA

STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST

JUNIPER DRIVE TO PERKINSVILLE ROAD

STREET PLAN & PROFILE

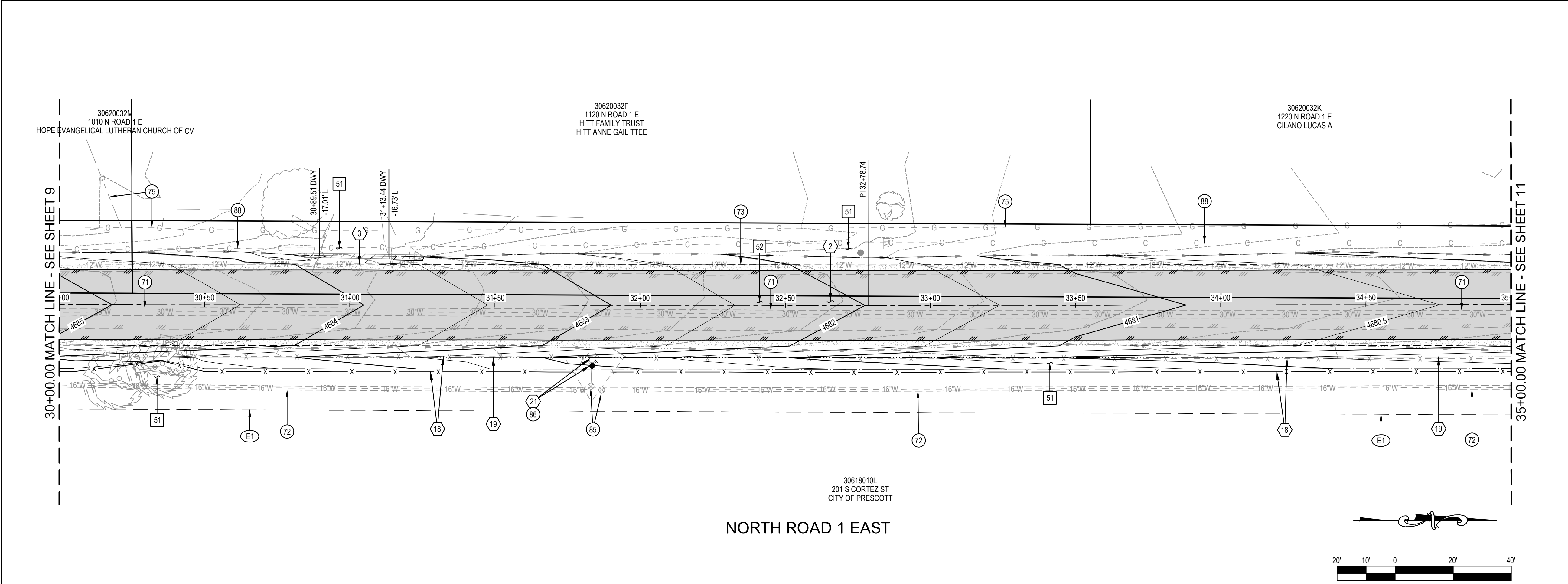
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DR: MM

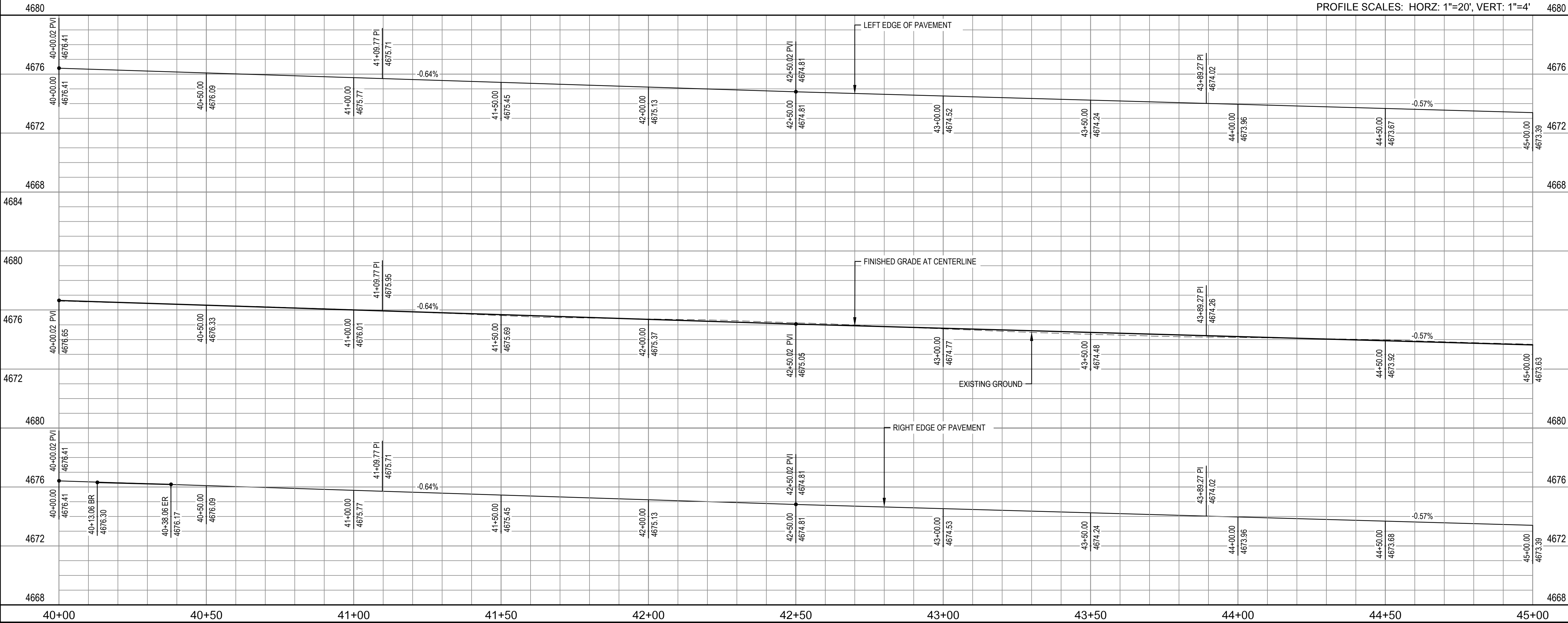
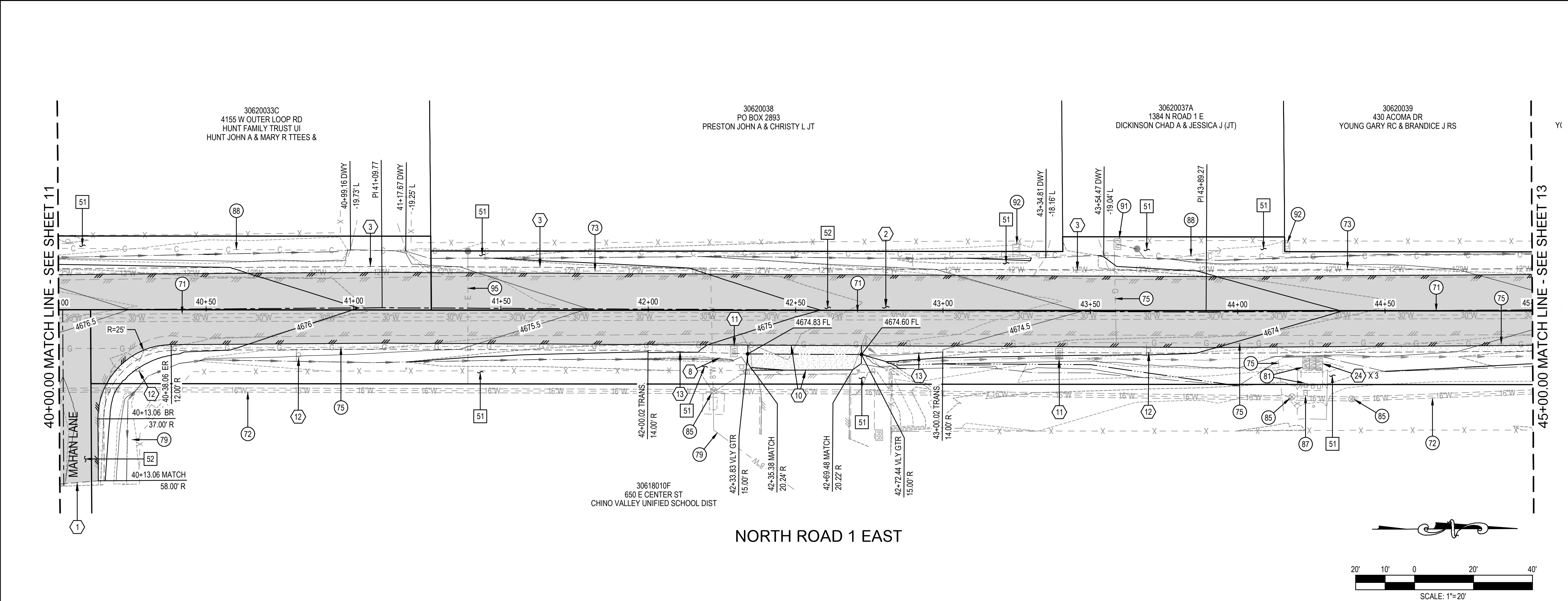
CH: BT

JN: 2023740.00

SHEET 9 OF 26



NOTES		
STREET CONSTRUCTION		
2	PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.	
3	MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.	
18	RELOCATE EXISTING BARBED WIRE FENCE AND TRESPASSING SIGNS AFFIXED TO FENCE. SEE BARBED WIRE FENCE DETAIL, ADOT C-12.10 ON SHEET 26.	
19	CONSTRUCT 12" DEEP ROADSIDE DITCH WITH 4:1 SIDE SLOPES, TYP.	
21	RELOCATE EXISTING FIRE HYDRANT TO 7' CLEAR (MIN.) OF NEW EDGE OF PAVEMENT (EDGE OF TRAVELED WAY). SEE FIRE HYDRANT LOCATION DETAIL QCSD362-Q ON SHEET 25.	
REMOVALS - PROTECT IN PLACE		
51	PROTECT IN PLACE: ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.	
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UTILITIES		
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72	EXISTING TOCV 16" WATER MAIN.	
73	EXISTING COP 12" WATER MAIN.	
75	EXISTING GAS MAIN.	
79	EXISTING 8" WATER MAIN.	
86	EXISTING FIRE HYDRANT	
88	EXISTING COMMUNICATION / TELEPHONE LINE	
92	EXISTING TV PEDESTAL	
EASEMENT		
E1	APPROXIMATE LOCATION OF 40' WIDE EASEMENT TO THE TOWN OF CHINO VALLEY	
No.	DATE:	REVISION:
3		
2		
1		
NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.		APP.
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TOWN OF CHINO VALLEY, ARIZONA		
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST		
JUNIPER DRIVE TO PERKINSVILLE ROAD		
STREET PLAN & PROFILE		
DE: MM	DR: MM	CH: BT
JN: 2023740.00	SHEET 10	OF 26



NOTES

1

SAWCUT EXISTING PAVEMENT. MATCH NEW PAVEMENT TO EXISTING.

2

PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.

3

MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.

8

REMOVE VALVE BOX DURING CONSTRUCTION. ADJUST VALVE BOX AS REQUIRED TO FINISHED GRADE PER QCSO 391Q. SEE SHEET 23.

10

CONSTRUCT VALLEY GUTTER PER QCSO 240Q-1. SEE SHEET 23. EXTEND CONCRETE TO MATCH EXISTING.

11

RELOCATE EXISTING MAILBOX. SEE QCSO DETAIL 134Q-1 AND 134Q-2 ON SHEET 25.

12

RELOCATE EXISTING SIGN. SEE SIGNING & STRIPING PLANS, SHEETS 19-22. SEE QCSO 131Q ON SHEET 25.

13

TRANSITION SHOULDER TO / FROM VALLEY GUTTER.

24

REPLACE EXISTING WATER METER BOXES WITH TRAFFIC RATED METER BOXES AND LIDS PER MAG STD DETAIL 319. SEE SHEET 24.

REMOVALS - PROTECT IN PLACE

51

PROTECT IN PLACE: ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.

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REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & BASE.

UTILITIES

71

CAUTION: EXISTING COP 30" TRANSMISSION WATER MAIN.

72

EXISTING TOCV 16" WATER MAIN.

73

EXISTING COP 12" WATER MAIN.

75

EXISTING GAS MAIN.

79

EXISTING 8" WATER MAIN.

80

EXISTING 6" WATER MAIN.

81

EXISTING METERS AND AIR RELEASE VALVES.

87

EXISTING TELEPHONE PEDESTAL

88

EXISTING COMMUNICATION / TELEPHONE LINE

91

EXISTING GAS METER

92

EXISTING TV PEDESTAL

95

EXISTING APS ELECTRIC CONDUITS

3

2

1

No.

DATE:

REVISION:

APP.

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0 1/2 1

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State signed 12/24/2024

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engineering inc.

Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona

2054 N. Willow Creek Rd.

Prescott, AZ 86301

Phone: 928.771.2376

Fax: 928.771.2377

Web: www.civiltec.com

TOWN OF CHINO VALLEY, ARIZONA

STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST

JUNIPER DRIVE TO PERKINSVILLE ROAD

STREET PLAN & PROFILE

DE: MM

DR: MM

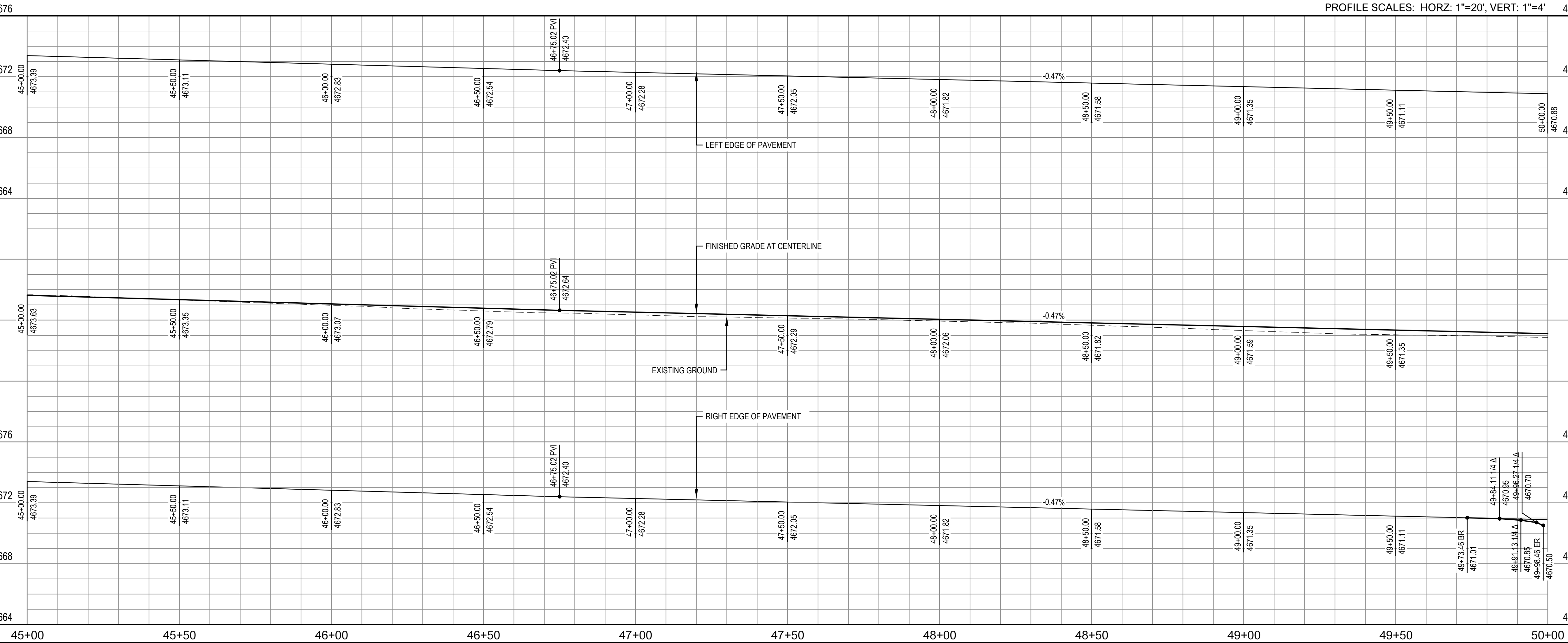
CH: BT

JN: 2023740.00

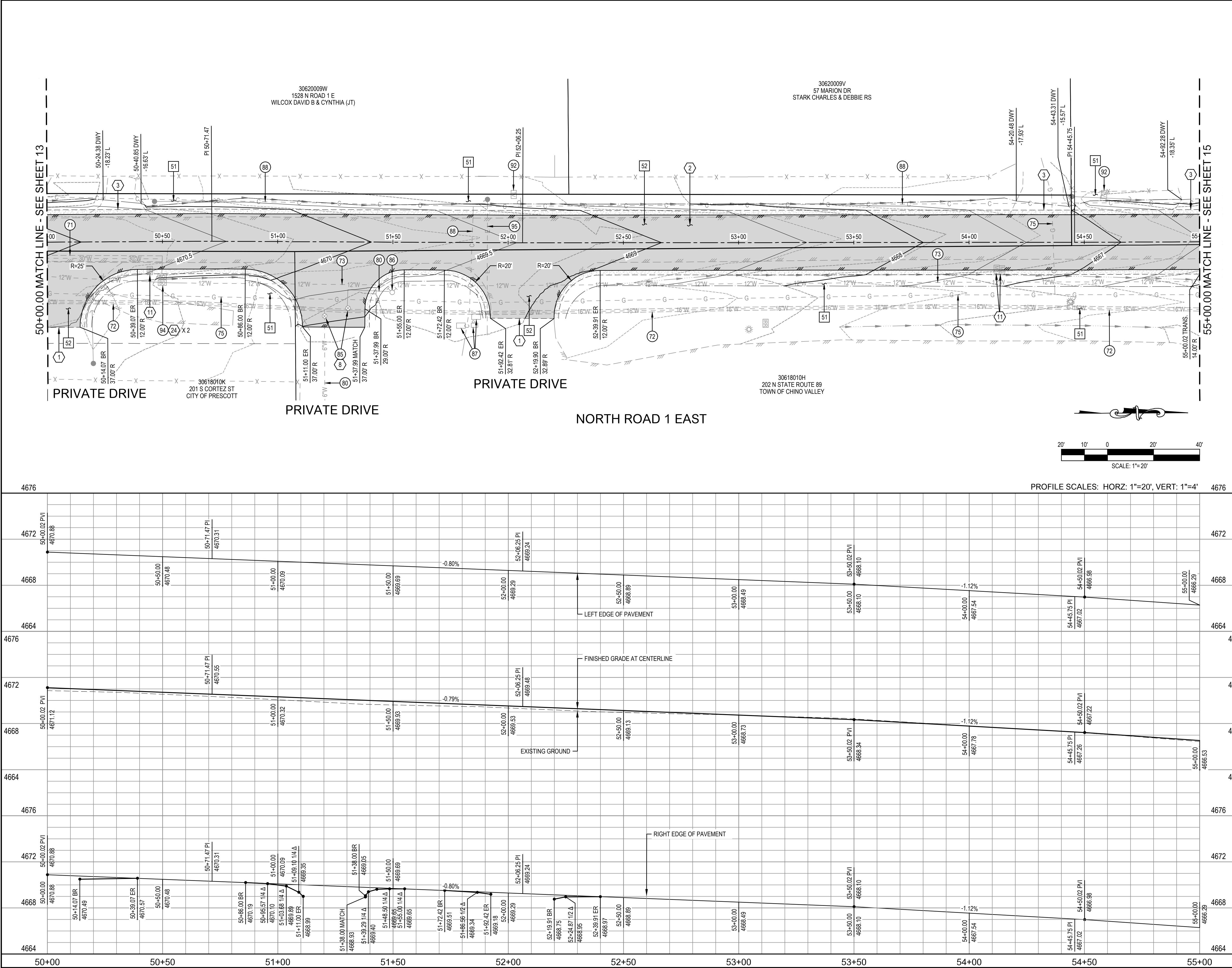
SHEET 12 OF 26

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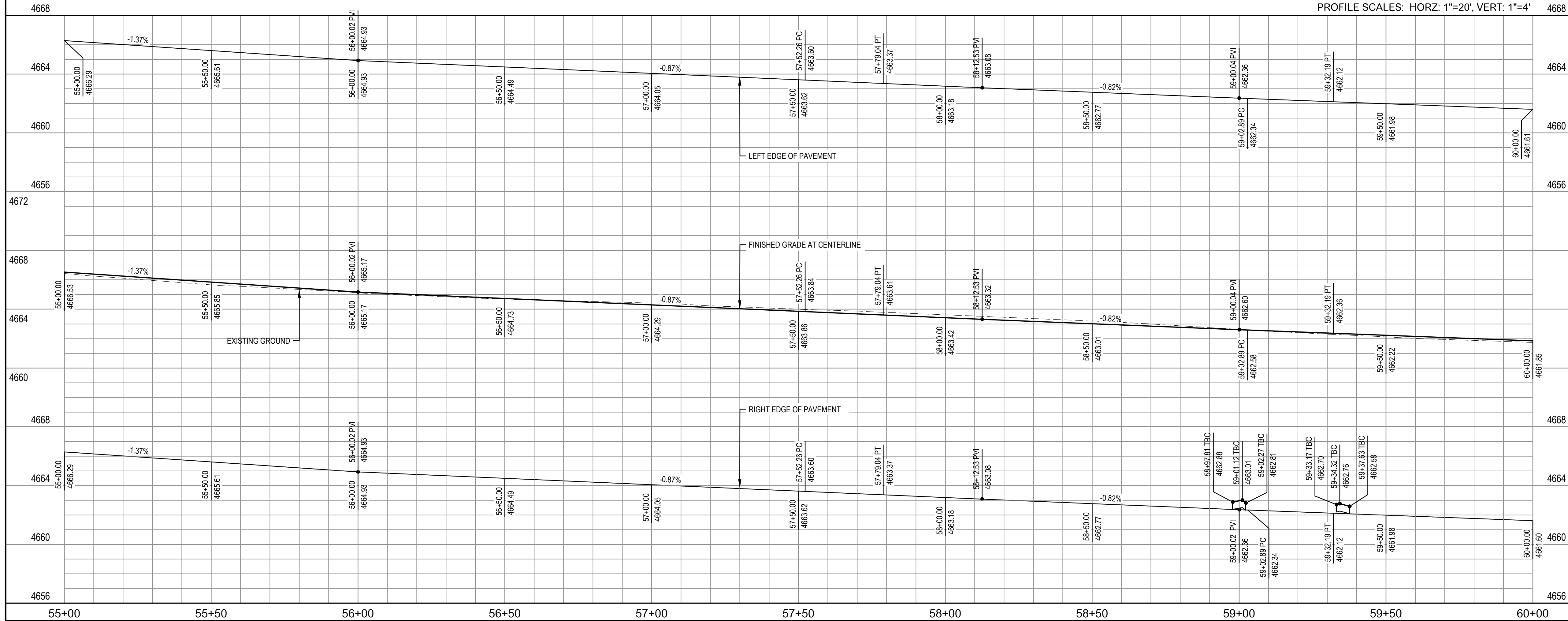
Page 100 of 201



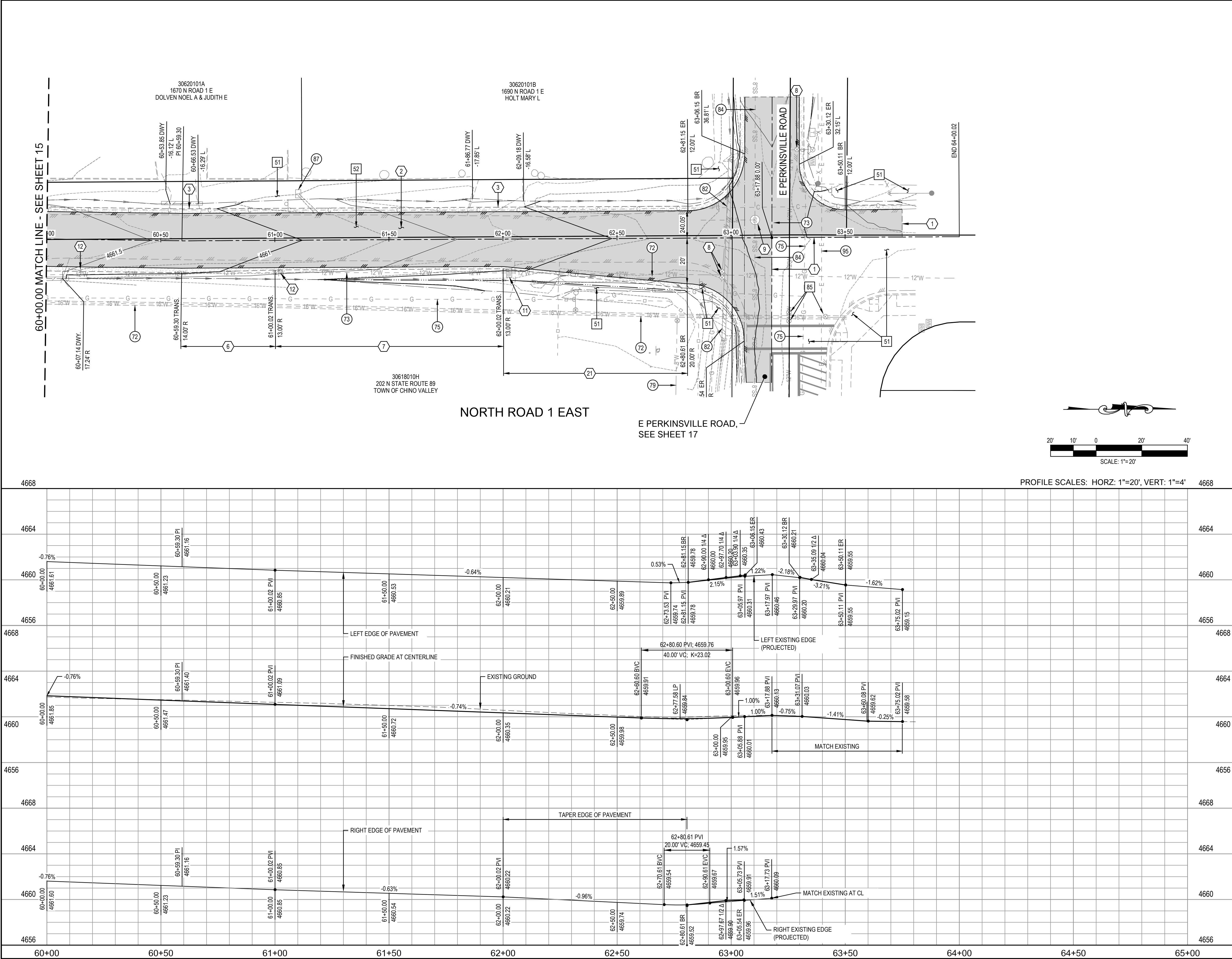
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NOTES			
STREET CONSTRUCTION			
1	SAWCUT EXISTING PAVEMENT. MATCH NEW PAVEMENT TO EXISTING.		
2	PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.		
3	MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.		
8	REMOVE VALVE BOX DURING CONSTRUCTION. ADJUST VALVE BOX AS REQUIRED TO FINISHED GRADE PER QCSD 391Q. SEE SHEET 23.		
11	RELOCATE EXISTING MAILBOX. SEE QCSD DETAIL 134Q-1 AND 134Q-2 ON SHEET 25.		
24	REPLACE EXISTING WATER METER BOXES WITH TRAFFIC RATED METER BOXES AND LIDS PER MAG STD DETAIL 319. SEE SHEET 24.		
REMOVALS - PROTECT IN PLACE			
51	PROTECT IN PLACE: ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.		
52	REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & BASE.		
UTILITIES			
71	CAUTION: EXISTING COP 30" TRANSMISSION WATER MAIN.		
72	EXISTING TOCV 16" WATER MAIN.		
73	EXISTING COP 12" WATER MAIN.		
75	EXISTING GAS MAIN.		
80	EXISTING 6" WATER MAIN.		
85	EXISTING WATER VALVE		
86	EXISTING FIRE HYDRANT		
87	EXISTING TELEPHONE PEDESTAL		
88	EXISTING COMMUNICATION / TELEPHONE LINE		
92	EXISTING TV PEDESTAL		
95	EXISTING APS ELECTRIC CONDUITS		
No.	DATE:	REVISION:	APP.
NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION. 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE Call at least two full working days before you begin excavation. ARIZONA Dial 8-1-1 or 1-800-STAKE-IT (782-5348) Maricopa County (602) 659-7500			
REGISTERED PROFESSIONAL ENGINEER 45668 BENJAMIN W. TOWNSEND Date signed 1/28/2024 ARIZONA, U.S.A. Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona 2054 N. Willow Creek Rd. Prescott, AZ 86301 Phone: 928.771.2376 Fax: 928.771.2377 Web: www.civiltec.com TOWN OF CHINO VALLEY, ARIZONA STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST JUNIPER DRIVE TO PERKINSVILLE ROAD STREET PLAN & PROFILE			
DE:	MM	DR:	MM
CH:	BT	JN:	2023740.00
SHEET	14	OF	26



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NOTES

1

SAWCUT EXISTING PAVEMENT. MATCH NEW PAVEMENT TO EXISTING.

2

PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.

3

MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.

6

TRANSITION SHOULDER TO 1' WIDE.

7

1" WIDE SHOULDER.

8

REMOVE VALVE BOX DURING CONSTRUCTION. ADJUST VALVE BOX AS REQUIRED TO FINISHED GRADE PER QCSO 391Q. SEE SHEET 23.

9

ADJUST EXISTING MH AS REQUIRED TO FINISHED GRADE PER QCSO 422Q. SEE SHEET 23.

11

RELOCATE EXISTING MAILBOX. SEE QCSO DETAIL 134Q-1 AND 134Q-2 ON SHEET 25.

12

RELOCATE EXISTING SIGN. SEE SIGNING & STRIPING PLANS, SHEETS 19-22. SEE QCSO 131Q ON SHEET 25.

21

RELOCATE EXISTING FIRE HYDRANT TO 7' CLEAR (MIN.) OF NEW EDGE OF PAVEMENT (EDGE OF TRAVELED WAY). SEE FIRE HYDRANT LOCATION DETAIL QCSO362-Q ON SHEET 25.

REMOVALS - PROTECT IN PLACE

51

PROTECT IN PLACE: ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.

52

REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & BASE.

UTILITIES - PROTECT IN PLACE

72

EXISTING TOCV 16" WATER MAIN.

73

EXISTING COP 12" WATER MAIN.

75

EXISTING GAS MAIN.

82

EXISTING 18" STORM DRAIN CULVERT.

84

EXISTING 8" SEWER MAIN.

85

EXISTING WATER VALVE

87

EXISTING TELEPHONE PEDESTAL

95

EXISTING APS ELECTRIC CONDUITS

3

2

1

No. DATE:

REVISION:

APP.

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REGISTERED PROFESSIONAL ENGINEER

45668

BENJAMIN W. TOWNSEND

State signed 1/24

ARIZONA, U.S.A.

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JUNIPER DRIVE TO PERKINSVILLE ROAD

STREET PLAN & PROFILE

DE: MM

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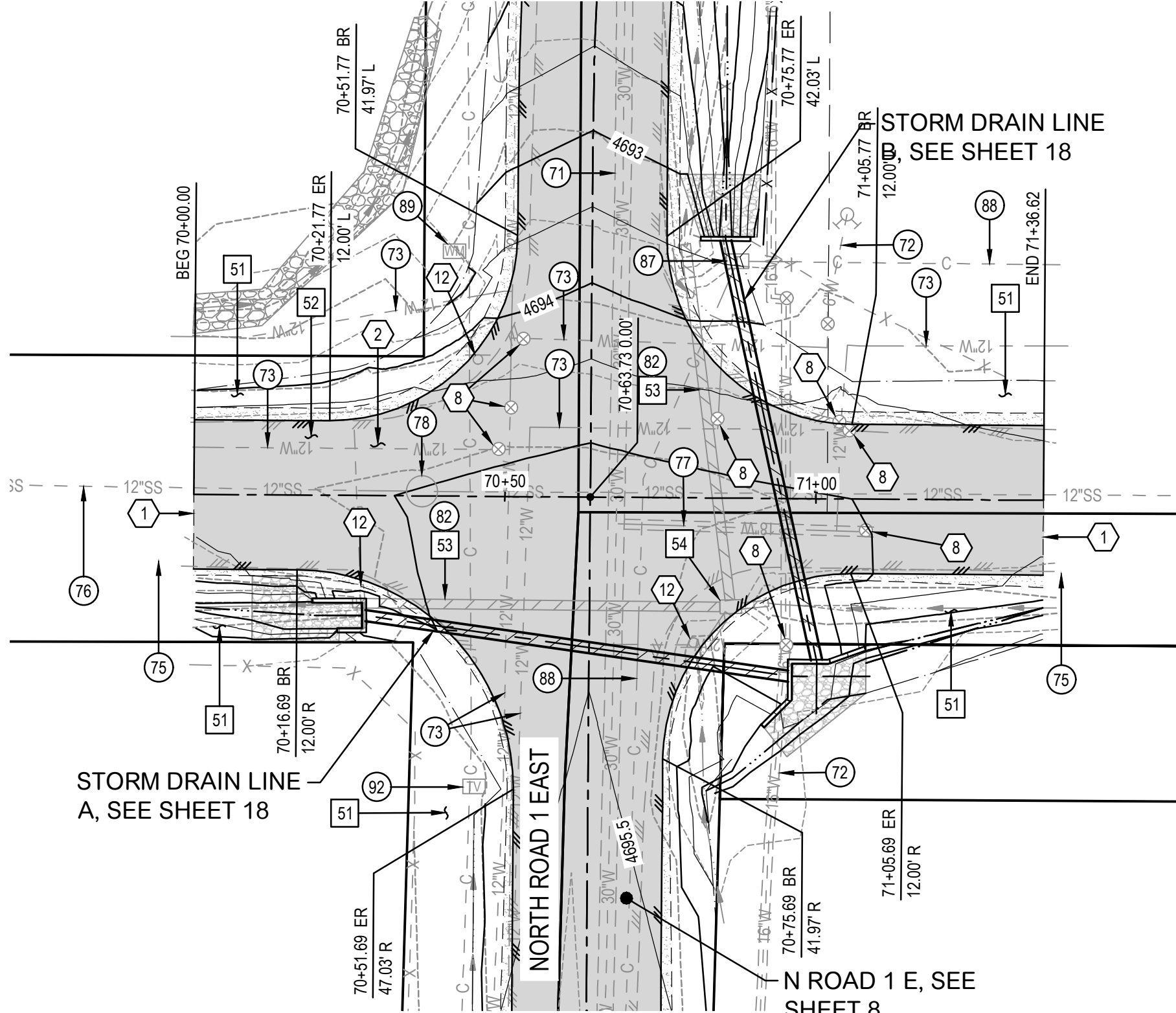
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SHEET 16 OF 26

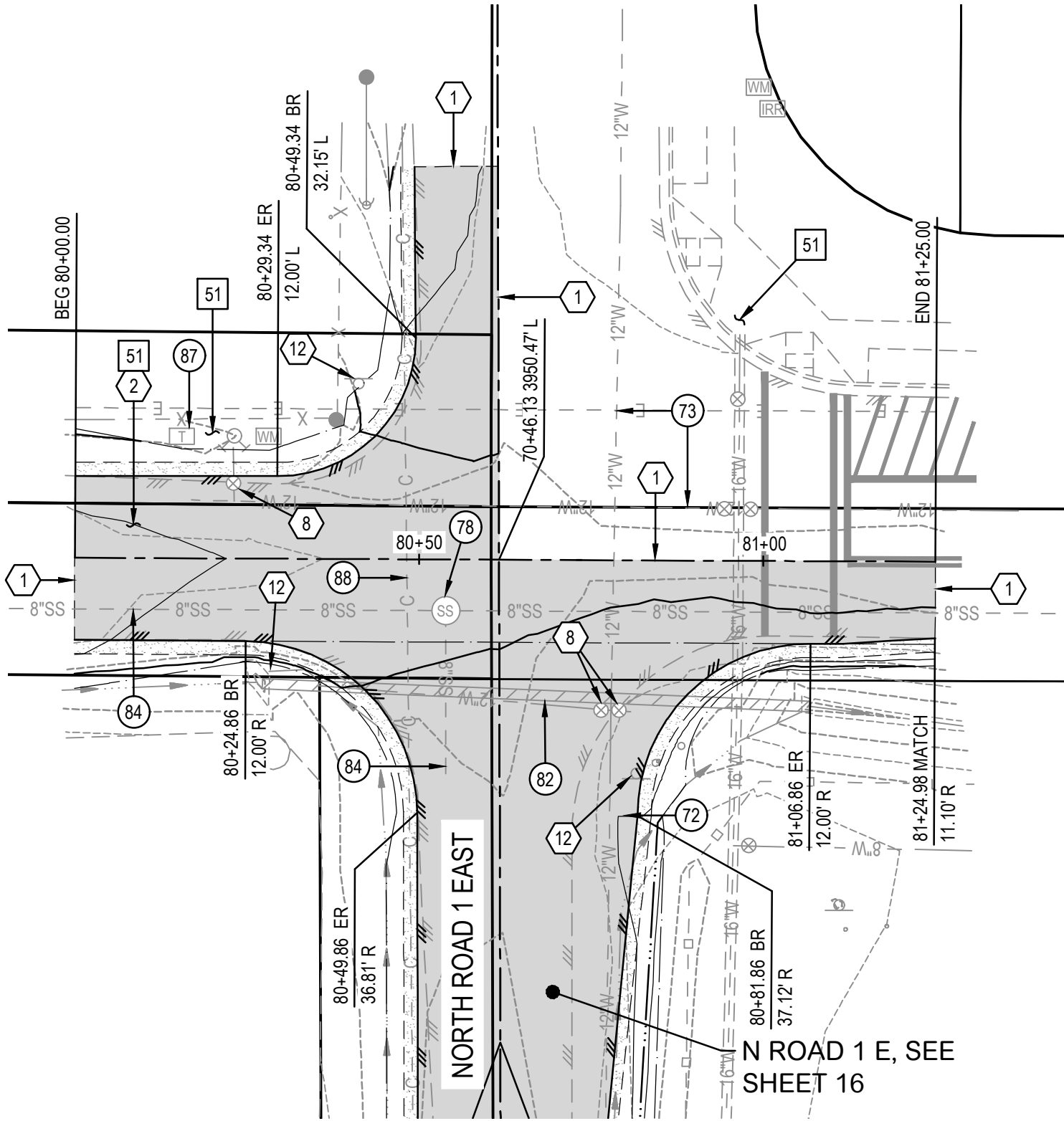
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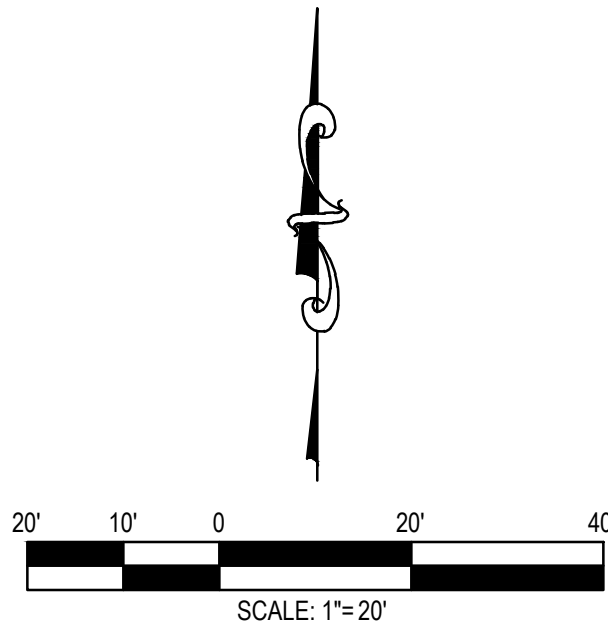
SEE SHEET 8



EAST ROAD 2 NORTH
SEE SHEET 8



E PERKINSVILLE ROAD
SEE SHEET 16



NOTES

STREET CONSTRUCTION

- 1 SAWCUT EXISTING PAVEMENT. MATCH NEW PAVEMENT TO EXISTING.
- 2 PLACE 4" AC PAVING ON 9" AGGREGATE BASE COURSE, ON PREPARED SUBGRADE. SEE TYPICAL SECTIONS ON SHEET 3.
- 3 MATCH EXISTING DRIVEWAY AT EDGE OF NEW ABC SHOULDER.
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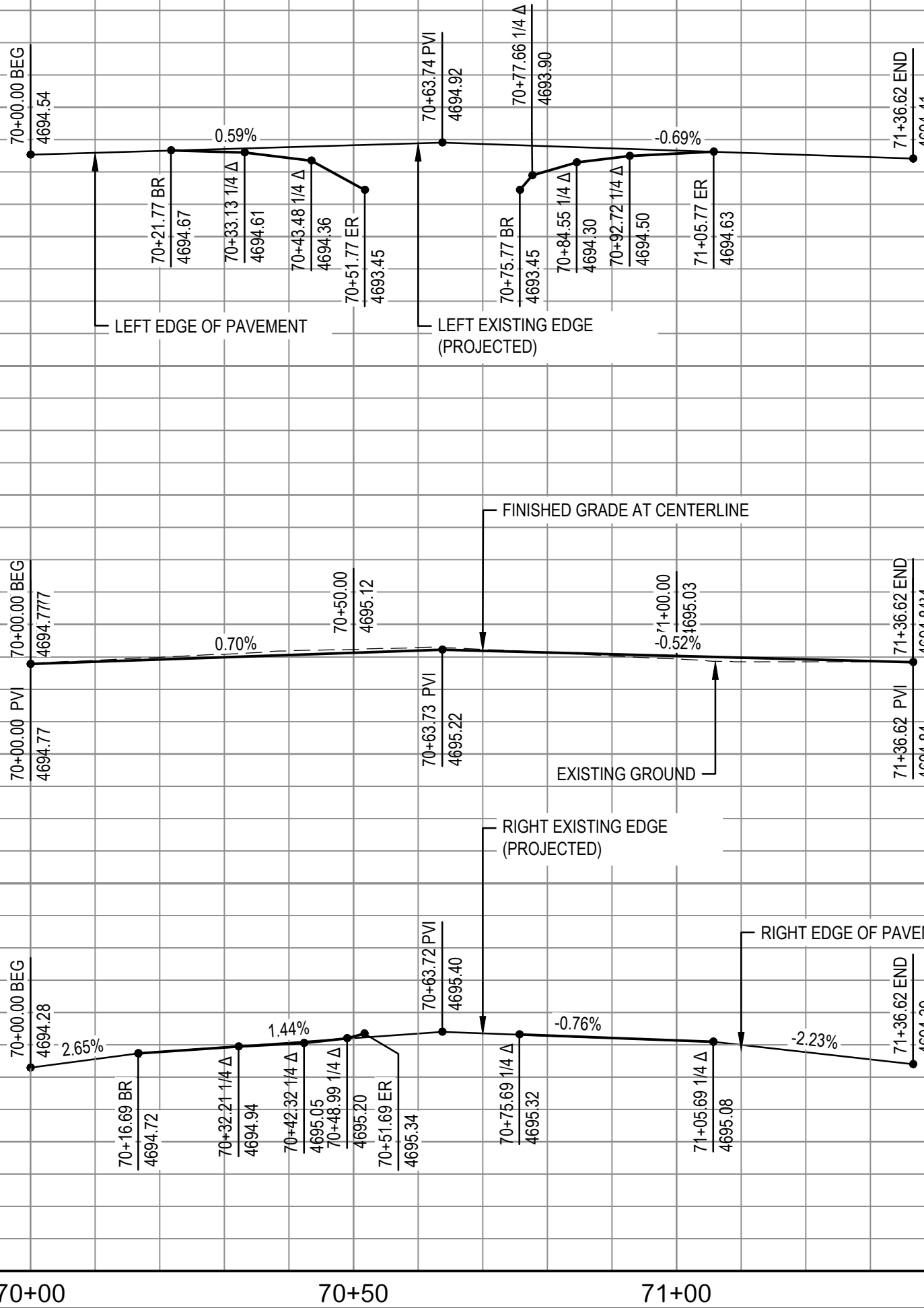
REMOVALS - PROTECT IN PLACE

- 51 PROTECT IN PLACE. ALL EXISTING STRUCTURES, SIGNS, TRAFFIC SIGNALS, TREES, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ADA RAMPS, POWER POLES, WATER METERS, GAS METERS & VALVES, UTILITIES AND MAILBOXES. TYPICAL UNLESS OTHERWISE SHOWN.
- 52 REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & BASE
- 53 REMOVE EXISTING STORM DRAIN CULVERT
- 54 EXISTING EXISTING STORM DRAIN JUNCTION BOX.

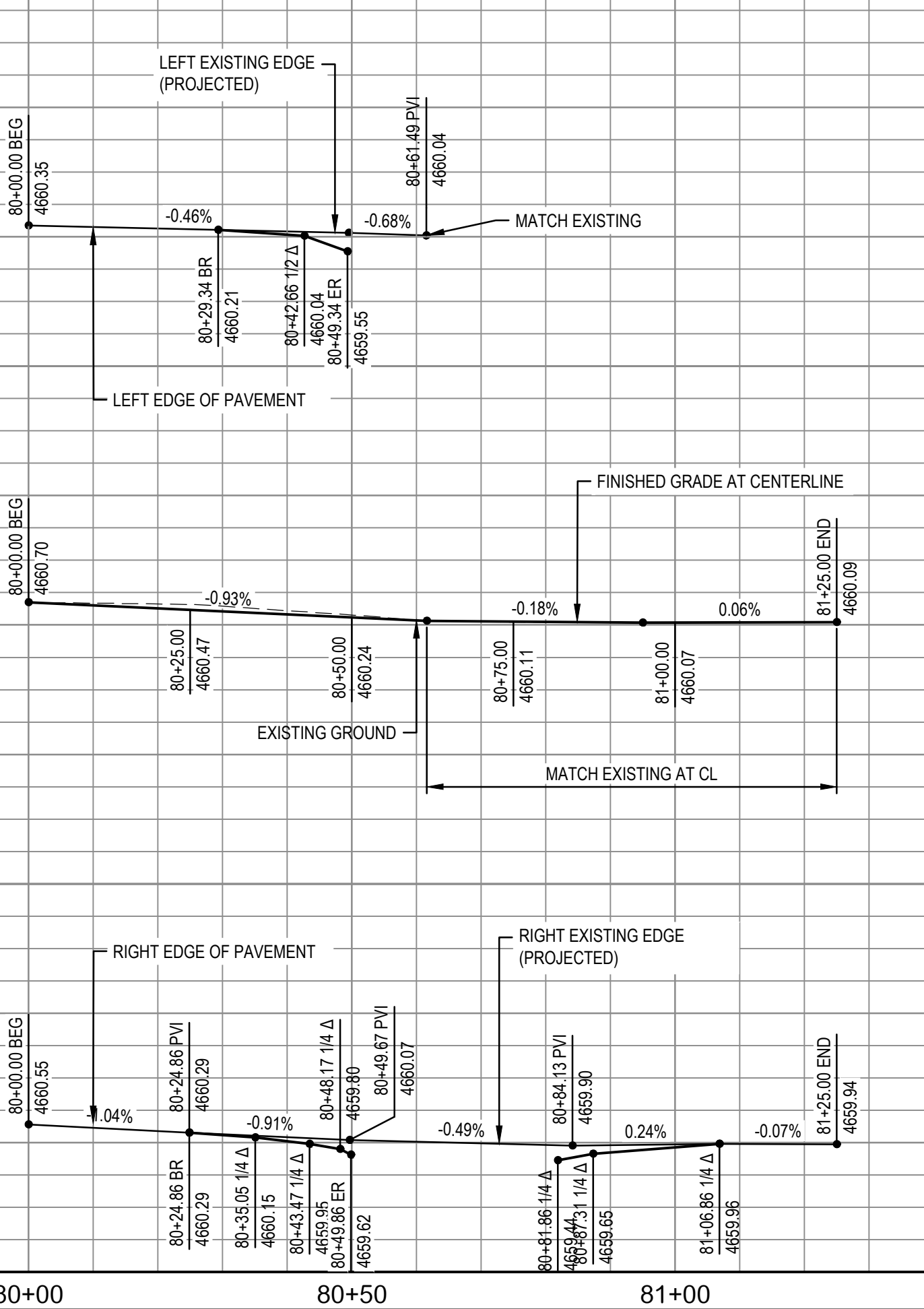
UTILITIES

- 71 CAUTION: EXISTING COP 30" TRANSMISSION WATER MAIN.
- 72 EXISTING TOCV 16" WATER MAIN.
- 73 EXISTING TOCV 12" WATER MAIN.
- 75 EXISTING GAS MAIN.
- 76 EXISTING 12" SEWER MAIN.
- 77 EXISTING COP 18" WATER MAIN.
- 78 EXISTING SEWER MH.
- 80 EXISTING 6" WATER MAIN.
- 82 EXISTING 18" STORM DRAIN CULVERT.
- 83 EXISTING 12" STORM DRAIN CULVERT.
- 84 EXISTING 8" SEWER MAIN.
- 86 EXISTING FIRE HYDRANT
- 87 EXISTING TELEPHONE PEDESTAL
- 88 EXISTING COMMUNICATION / TELEPHONE LINE
- 89 EXISTING WATER METER
- 92 EXISTING TV PEDESTAL
- 93 EXISTING ELECTRIC STRUCTURE

PROFILE SCALES: HORZ: 1"=20', VERT: 1"=4'



PROFILE SCALES: HORZ: 1"=20', VERT: 1"=4'



3

2

1

No. DATE: REVISION: APP.

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Maricopa County (602) 659-7500

REGISTERED PROFESSIONAL ENGINEER
NO. 45668
BENJAMIN W. TOWNSEND
Date signed 2/28/24
ARIZONA, U.S.A.

CIVILTEC

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Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

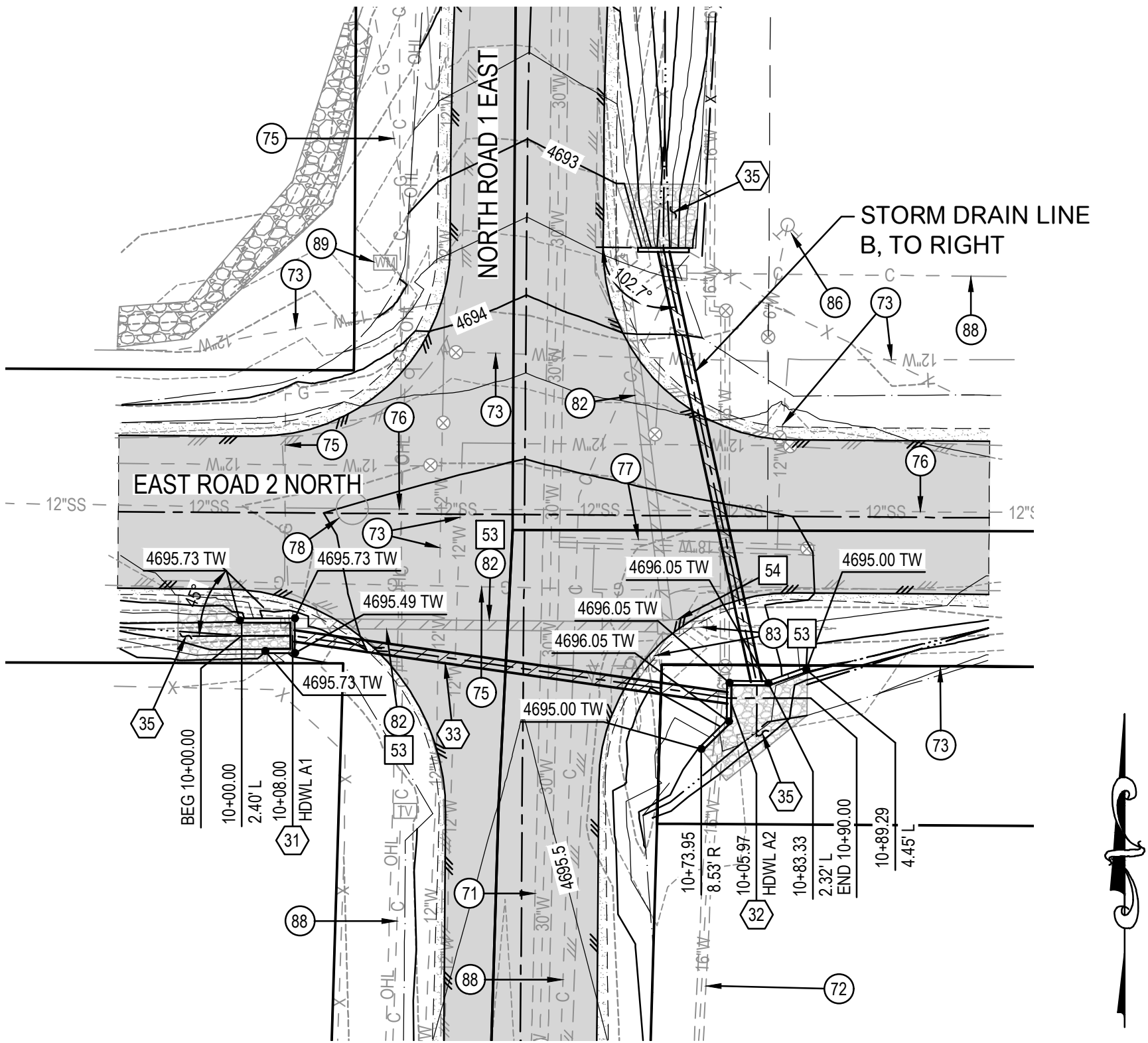
2054 N. Willow Creek Rd.
Prescott, AZ 86301
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TOWN OF CHINO VALLEY, ARIZONA
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST
JUNIPER DRIVE TO PERKINSVILLE ROAD
STREET PLAN & PROFILE

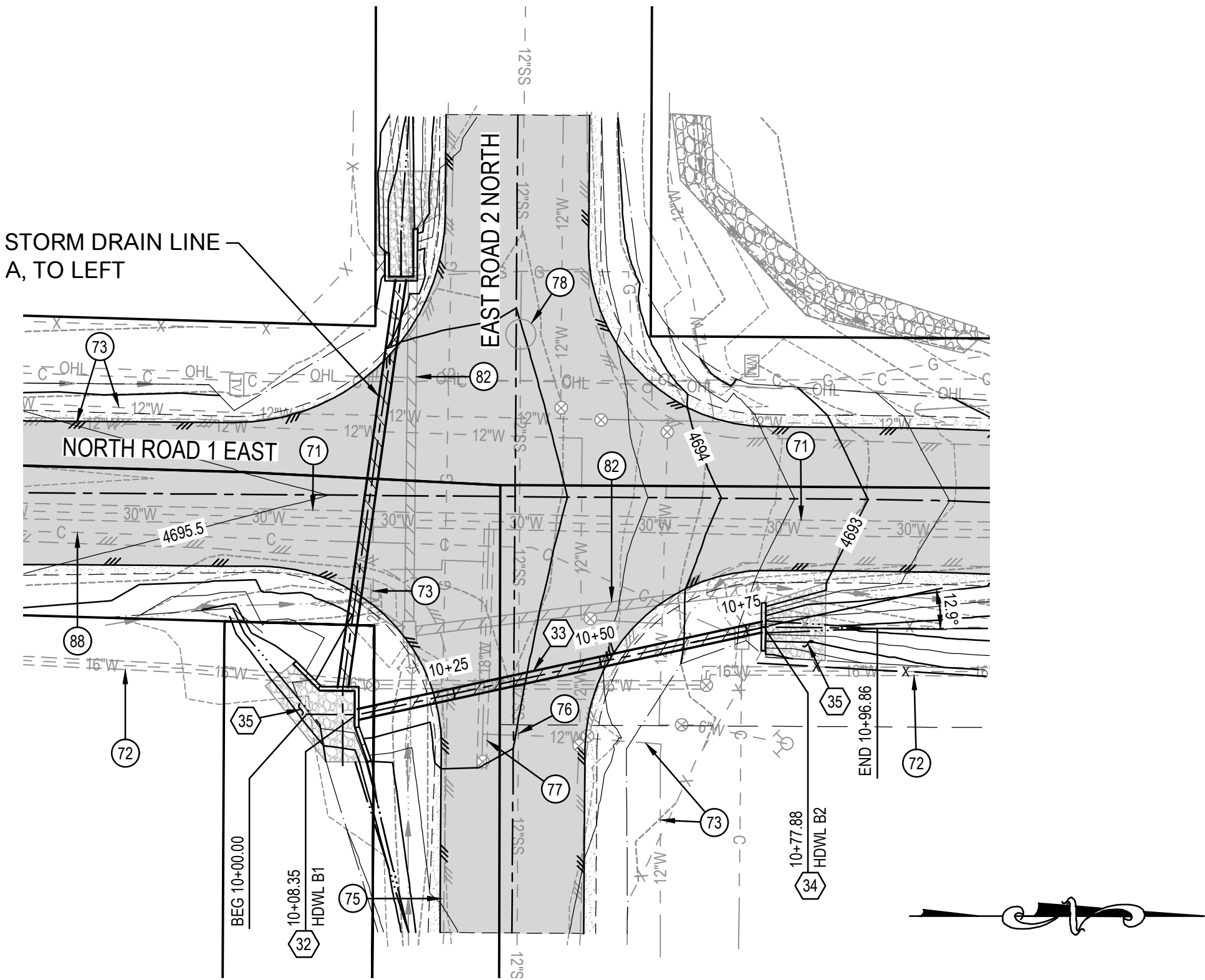
DE: MM DR: MM CH: BT JN: 2023740.00 SHEET 17 OF 26

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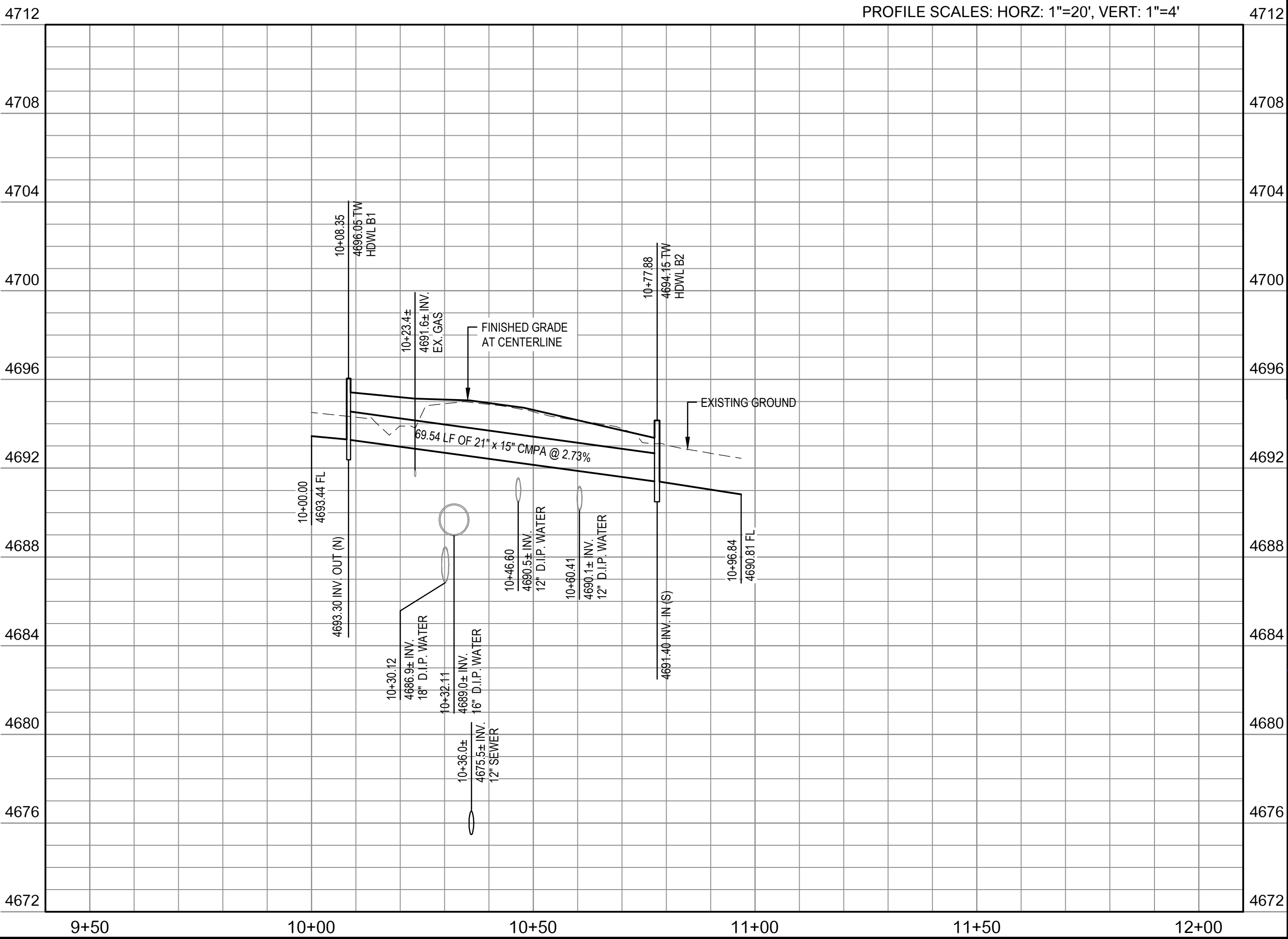
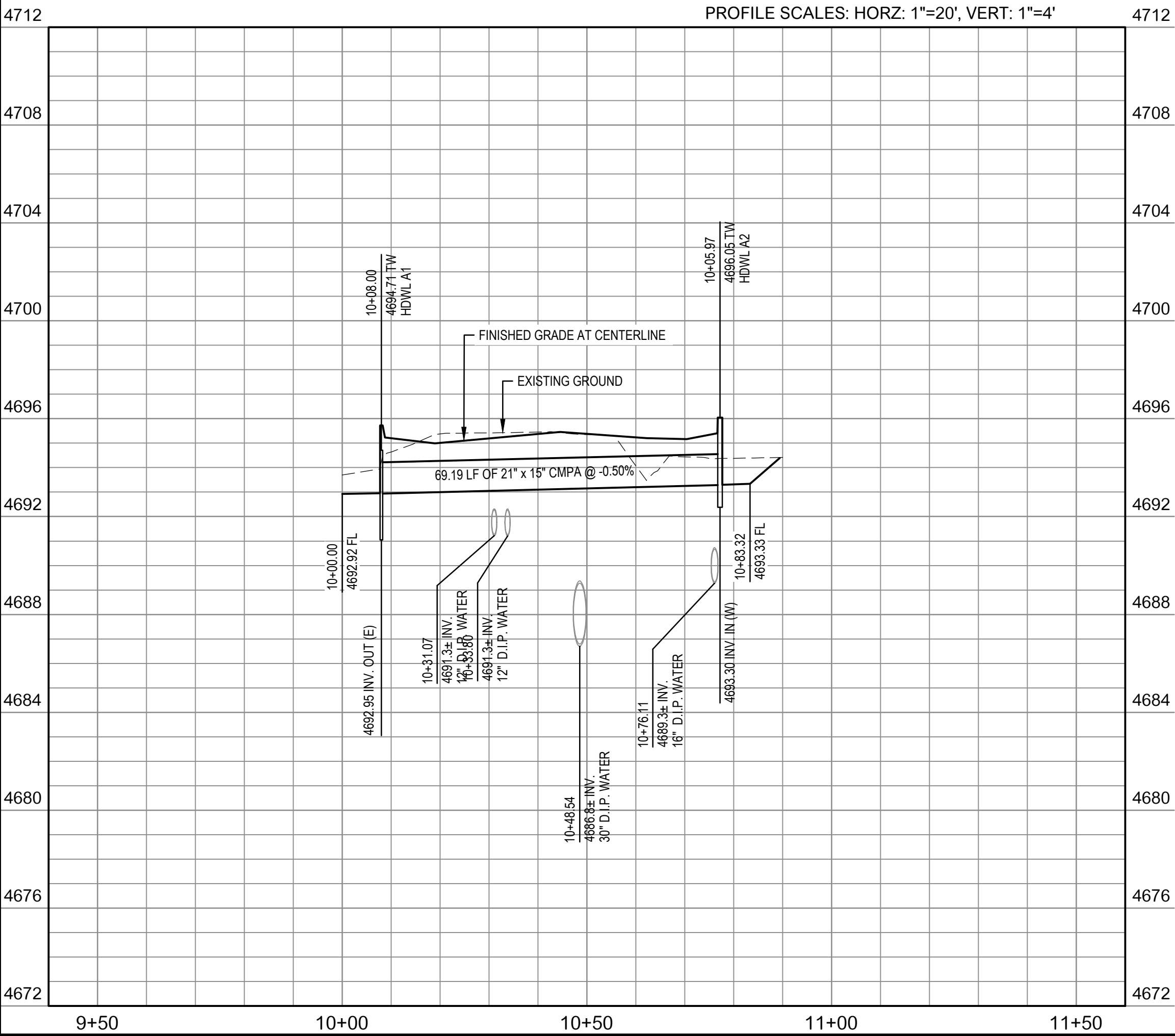
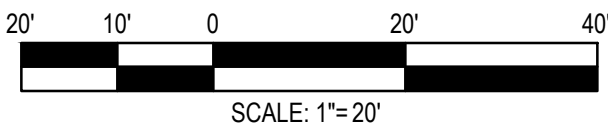
Page 105 of 201



STORM DRAIN LINE A



STORM DRAIN LINE B



NOTES

STORM DRAIN CONSTRUCTION

- 31 CONSTRUCT U-TYPE HEADWALL PER MAG STD 501-1 MODIFIED TO INCLUDE EXTENDED SIDE WALLS. SAFETY RAIL PER QCSO No. 145Q. SEE DETAILS ON SHEET 24. SAFETY RAILS SHALL BE PAINTED TAN OR APPROVED EQUAL BY TOCV.
- 32 CONSTRUCT L-TYPE HEADWALL PER MAG STD 501-1 MODIFIED TO INCLUDE EXTENDED SIDE WALLS. SAFETY RAIL PER QCSO No. 145Q. SEE DETAILS ON SHEET 24. SAFETY RAILS SHALL BE PAINTED TAN OR APPROVED EQUAL BY TOCV.
- 33 INSTALL 21" x 15" CORRUGATED METAL ARCH PIPE. SEE TRENCHING DETAIL PER QCSO No. 200Q-1, 1 SACK SLURRY BACKFILL. SEE DETAIL, SHEET 23.
- 34 CONSTRUCT STRAIGHT HEADWALL PER MAG STD 501-1 MODIFIED TO INCLUDE EXTENDED SIDE WALLS. SAFETY RAIL PER QCSO No. 145Q. SEE DETAILS ON SHEET 24. SAFETY RAILS SHALL BE PAINTED TAN OR APPROVED EQUAL BY TOCV.
- 35 PLACE RIP-RAP & GEOSYNTHETIC FABIC, D50=6", T=12"

REMOVALS AND PROTECT IN PLACE

- 53 REMOVE EXISTING STORM DRAIN CULVERT.
- 54 EXISTING STORM DRAIN JUNCTION BOX.

UTILITIES - PROTECT IN PLACE

- 71 CAUTION: EXISTING COP 30" TRANSMISSION WATER MAIN.
- 72 EXISTING TOCV 16" WATER MAIN.
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- 86 EXISTING FIRE HYDRANT
- 88 EXISTING COMMUNICATION / TELEPHONE LINE
- 89 EXISTING WATER METER

No. DATE: REVISION: APP.

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0 1/2 1

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45668 BENJAMIN W. TOWNSEND

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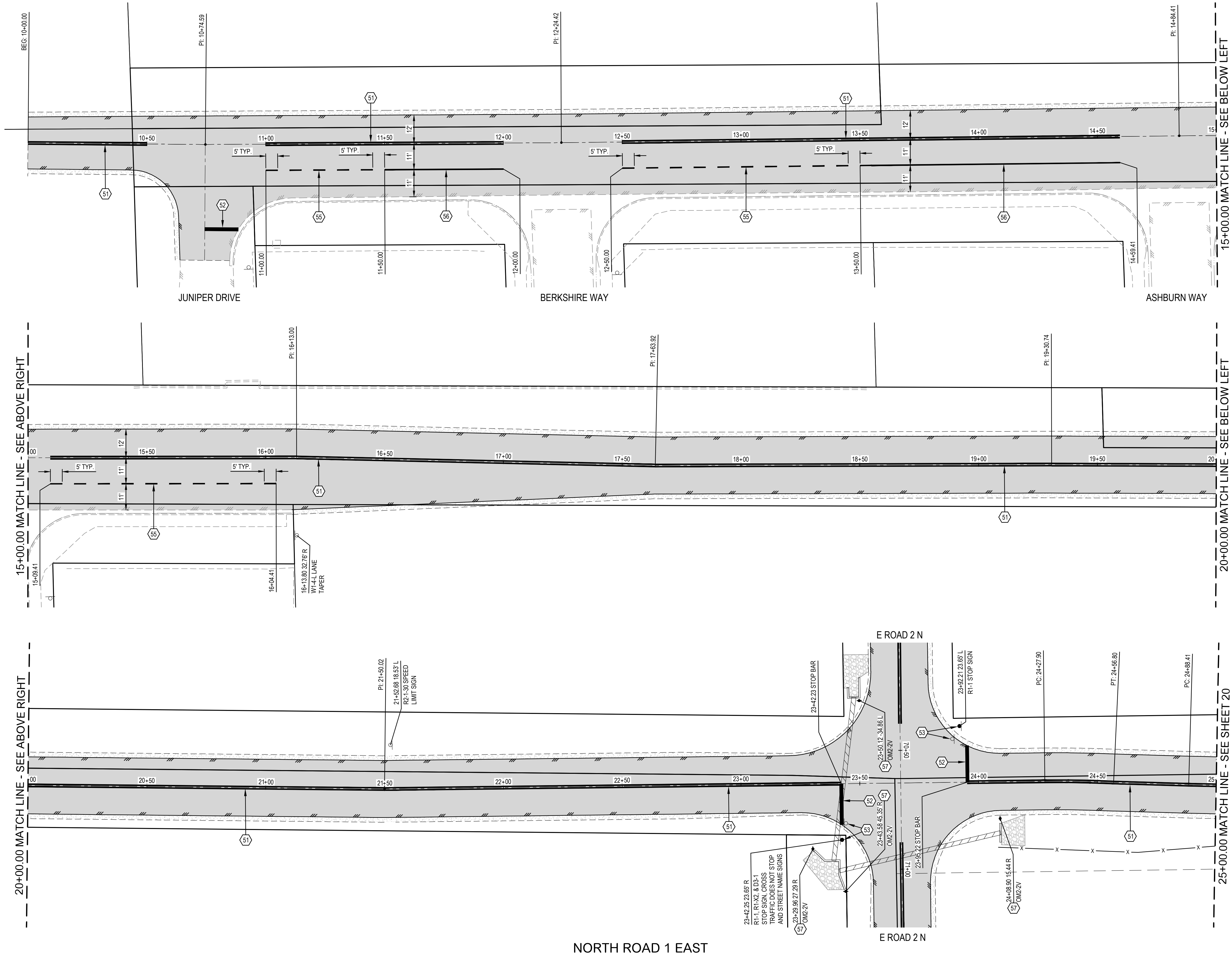
2054 N. Willow Creek Rd. Prescott, AZ 86301 Phone: 928.771.2376 Fax: 928.771.2377 Web: www.civiltec.com

TOWN OF CHINO VALLEY, ARIZONA

STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST JUNIPER DRIVE TO PERKINSVILLE ROAD

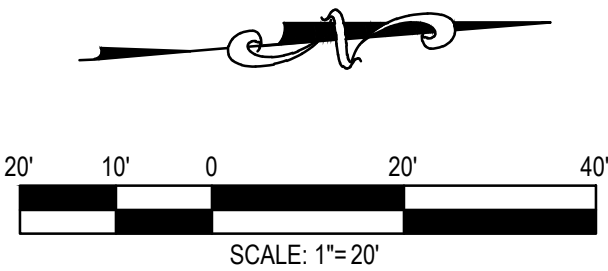
STORM DRAIN PLAN & PROFILE

DE: MM DR: MM CH: BT JN: 2023740.00 SHEET 18 OF 26

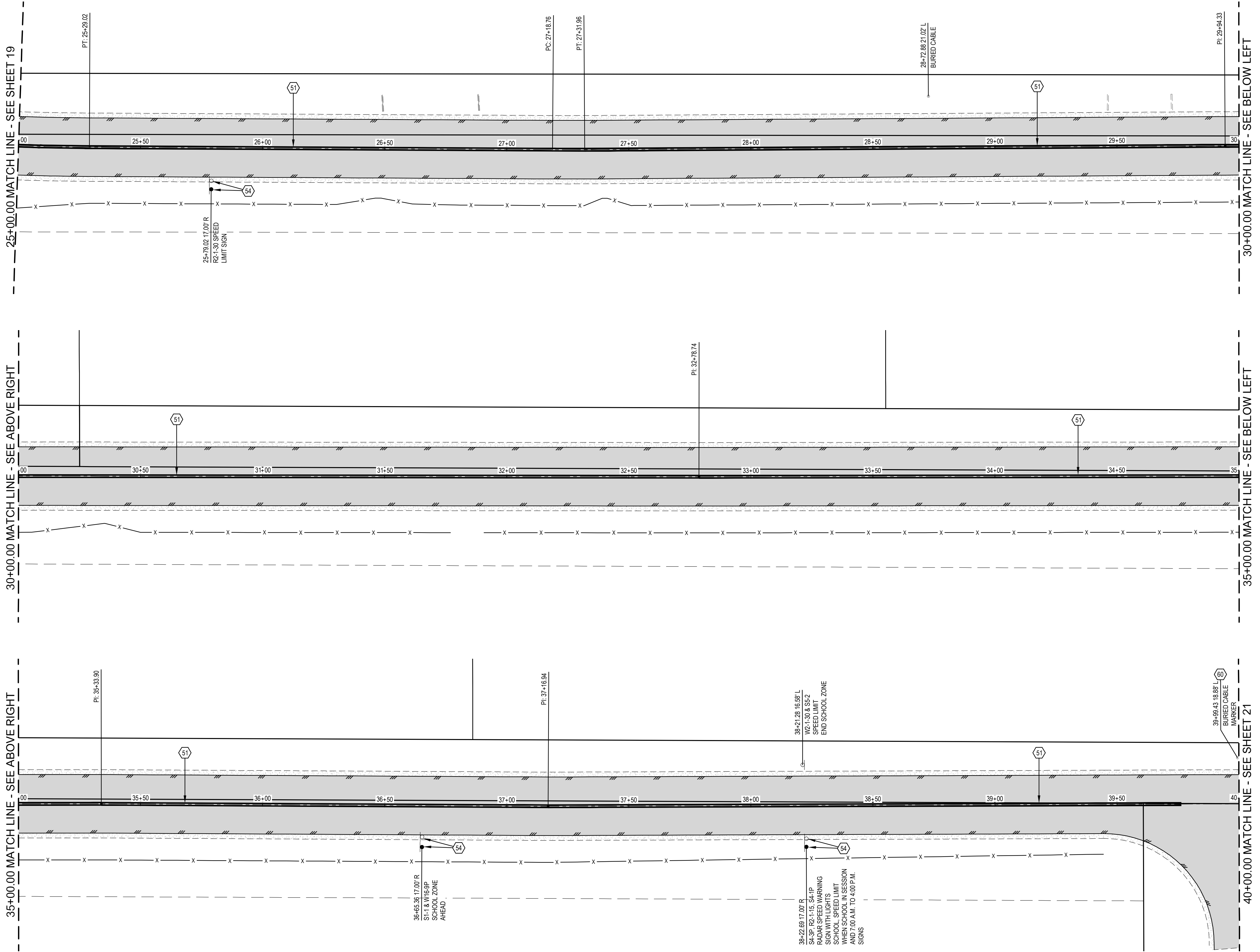


NOTES	
	SIGNING & STRIPING
51	STANDARD 6" SOLID DOUBLE YELLOW STRIPE PER ADOT AND MUTCD SPECIFICATIONS.
52	STANDARD 18" SOLID WHITE STOP BAR, TYPE 4 PREFORMED TAPE, PER ADOT SPECIFICATIONS AND MODIFIED QUAD CITY STD. DETAIL No. 632Q. SEE SHEET 24
53	RELOCATE EXISTING R1-1 STOP SIGN. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25
55	STANDARD 4" DASHED WHITE STRIPE PER ADOT AND MUTCD SPECIFICATIONS.
56	STANDARD 4" SOLID WHITE STRIPE PER ADOT AND MUTCD SPECIFICATIONS.
57	INSTALL OM2-2V OBJECT MARKER PER ADOT AND MUTCD SPECIFICATIONS. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25

- STRIPING GENERAL NOTES:**
- PAINT STRIPING AND PREFORMED TYPE 4 TAPE PAVEMENT MARKINGS SHALL BE PER ADOT, Q.C.S.D., AND MUTCD STANDARD SPECIFICATIONS. HORIZONTAL WIDTHS AND SPACINGS CAN VARY DEPENDING UPON THE RIGHT OF WAY, OWNERSHIP AND APPLICATION.
 - QUANTITIES NOT VERIFIED BY THE TOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTIMATE HIS / HER OWN QUANTITIES.
 - STRIPING QUANTITIES ARE BASED ON A SINGLE APPLICATION AT A STANDARDIZED WIDTH OF 4 INCH EQUIVALENT. TWO APPLICATIONS ARE REQUIRED (TEMPORARY AND PERMANENT).



3			
2			
1			
No.	DATE:	REVISION:	APP.
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 BENJAMIN W. TOWNSEND 45668 TOWNSEND signed 1/24/24 ARIZONA, U.S.A.		 Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona	
2054 N. Willow Creek Rd. Prescott, AZ 86301 Phone: 928.771.2376 Fax: 928.771.2377 Web: www.civiltec.com			
TOWN OF CHINO VALLEY, ARIZONA STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST JUNIPER DRIVE TO PERKINSVILLE ROAD SIGNING & STRIPING			
DE:	MM	DR:	MM
CH:	BT	JN:	2023740.00
SHEET		19 OF 26	



NORTH ROAD 1 EAST

MAHAN LN

NOTES	
51	STANDARD 6" SOLID DOUBLE YELLOW STRIPE PER ADOT AND MUTCD SPECIFICATIONS.
54	RELOCATE EXISTING SIGN 3' BEHIND NEW SHOULDER. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25
60	BURIED CABLE MARKER, PROTECT IN PLACE.

20' 10' 0 20' 40'

SCALE: 1"=20'

No.	DATE:	REVISION:	APP.
3			
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1			

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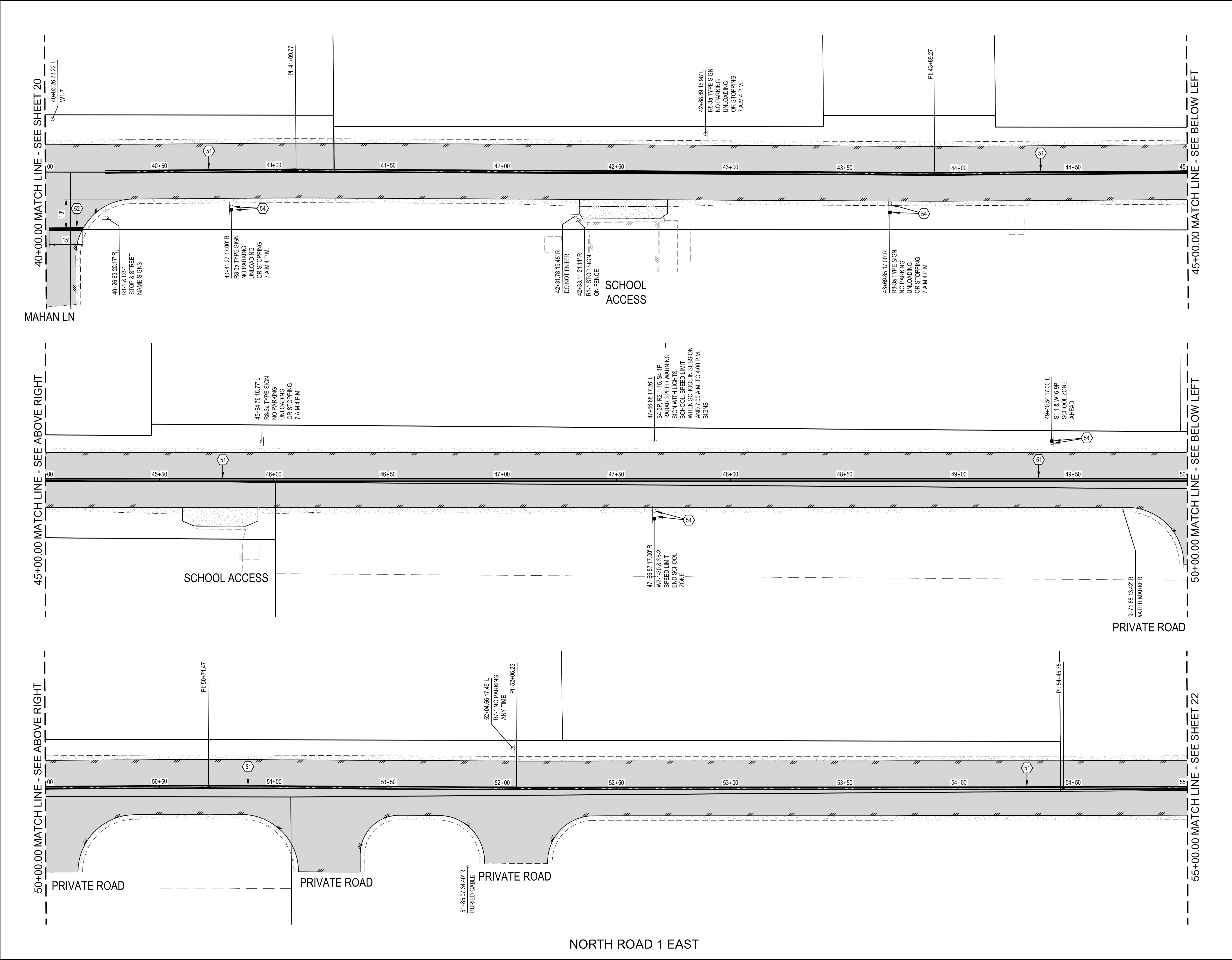
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SIGNING & STRIPING

DE: MM	DR: MM	CH: BT	JN: 2023740.00	SHEET 20 OF 26
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NOTES

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52	STANDARD 18" SOLID WHITE STOP BAR, TYPE 4 PREFORMED TAPE, PER ADOT SPECIFICATIONS AND MODIFIED QUAD CITY STD. DETAIL No. 632Q. SEE SHEET 24
54	RELOCATE EXISTING SIGN 3' BEHIND NEW SHOULDER. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25

20'

10'

0

20'

40'

SCALE: 1"=20'

3

2

1

No.

DATE:

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Date signed 1/28/24
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JUNIPER DRIVE TO PERKINSVILLE ROAD

SIGNING & STRIPING

DE: MM

DR: MM

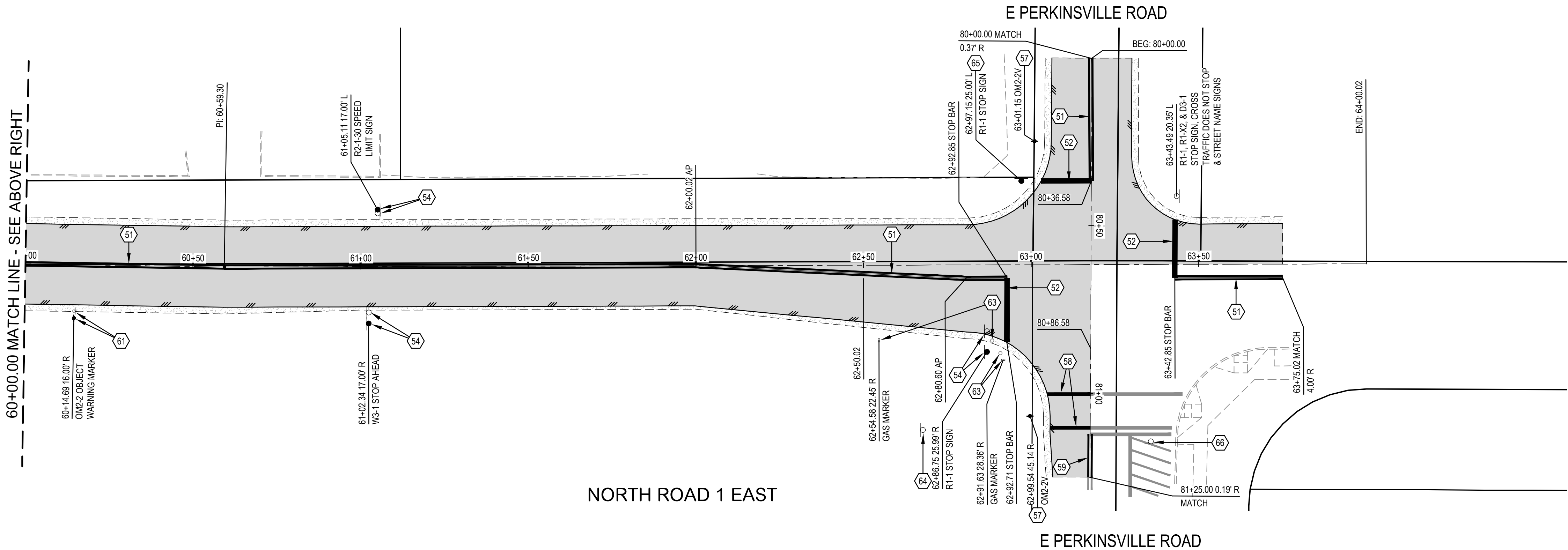
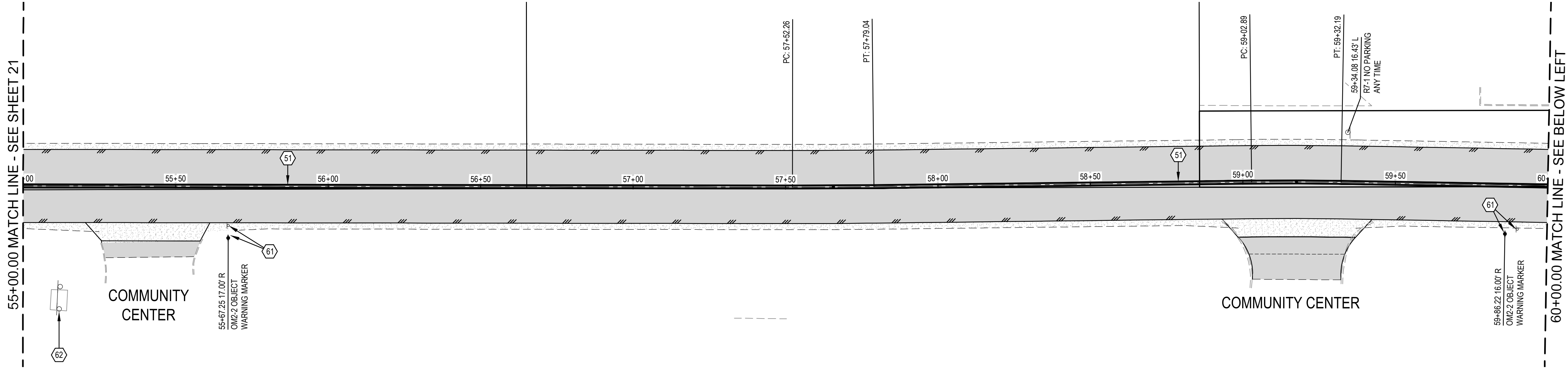
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JN: 2023740.00

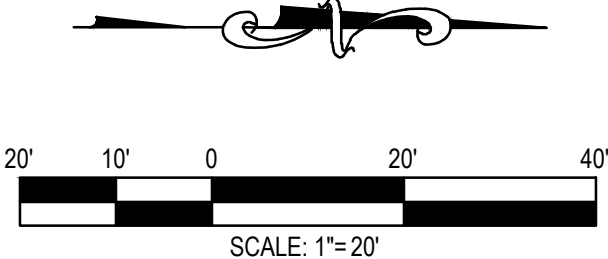
SHEET 21 OF 26

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Page 109 of 201



NOTES	
SIGNING & STRIPING	
51	STANDARD 6" SOLID DOUBLE YELLOW STRIPE PER ADOT AND MUTCD SPECIFICATIONS.
52	STANDARD 18" SOLID WHITE STOP BAR, TYPE 4 PREFORMED TAPE, PER ADOT SPECIFICATIONS AND MODIFIED QUAD CITY STD. DETAIL No. 632Q. SEE SHEET 24
54	RELOCATE EXISTING SIGN 3' BEHIND NEW SHOULDER. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25
57	INSTALL OM2-2V OBJECT MARKER PER ADOT AND MUTCD SPECIFICATIONS. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25
58	REPLACE STANDARD 12" SOLID WHITE CROSSWALK, TYPE 4 PREFORMED TAPE, PER ADOT SPECIFICATIONS AND MODIFIED QUAD CITY STD. DETAIL No. 631Q. SEE SHEET 24.
59	REPLACE STANDARD 6" SOLID DOUBLE YELLOW STRIPE (AS REQUIRED) PER ADOT AND MUTCD SPECIFICATIONS.
61	RELOCATE EXISTING OM2-2V OBJECT MARKER 2' BEHIND NEW SHOULDER. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25
62	EXISTING COMMUNITY CENTER SIGN TO REMAIN, PROTECT IN PLACE.
63	RELOCATE EXISTING GAS CARSONITE MARKER.
64	EXISTING CHINO VALLEY RECREATION COMPLEX SIGN.
65	INSTALL R1-1 STOP SIGN IN PLACE OF TEMPORARY STOP SIGN, 3' BEHIND NEW SHOULDER. SEE SIGN POST INSTALLATION QCSD 131Q, SHEET 25
66	EXISTING TEMPORARY R1-1 STOP SIGN. PERMANENT STOP SIGN BY OTHERS (SUBDIVISION IMPROVEMENTS)



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No.	DATE:	REVISION:	APP.

NOTICE TO CONTRACTORS:
THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.

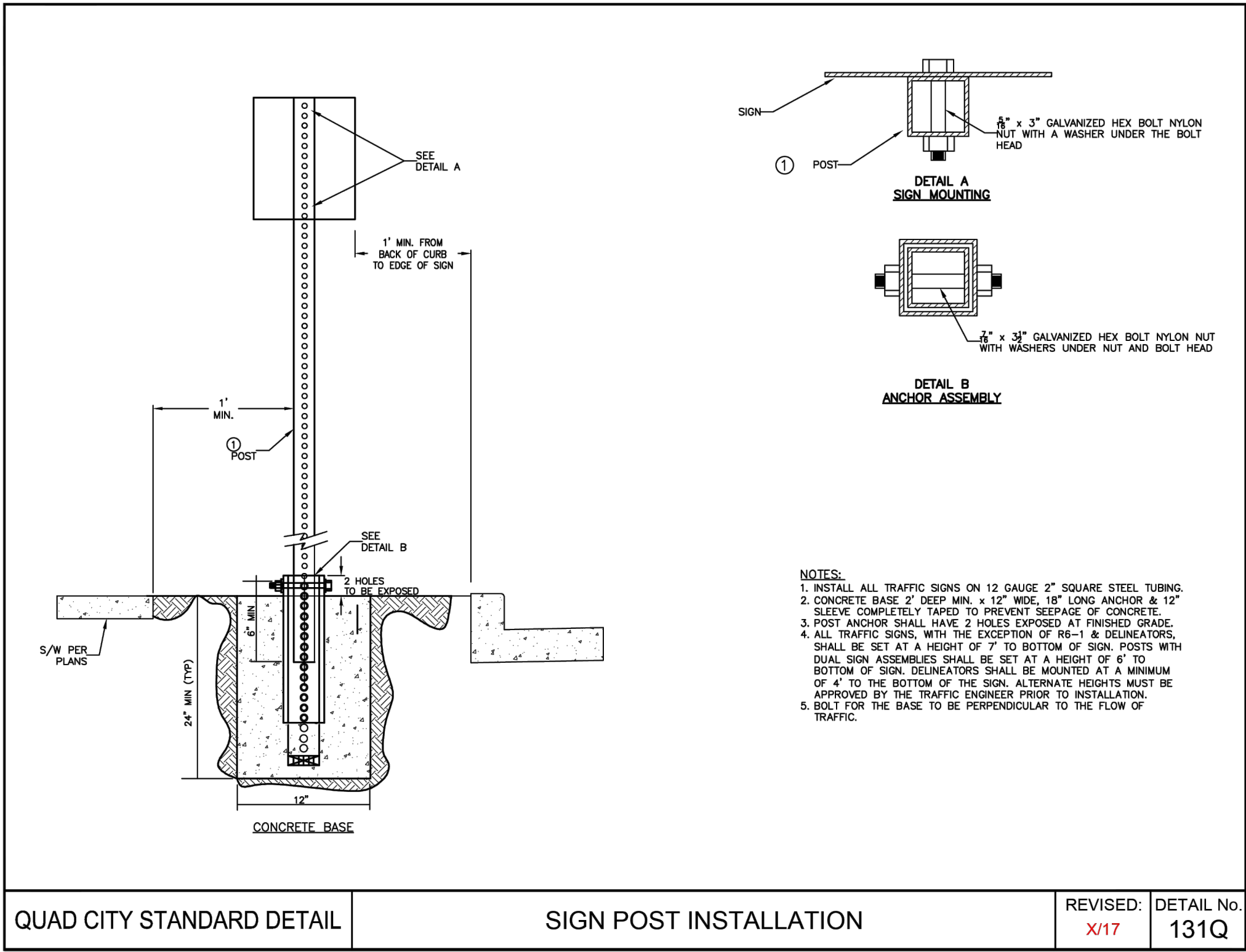
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE

Call at least two full working days before you begin excavation.
ARIZONA
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
Maricopa County (602) 659-7500

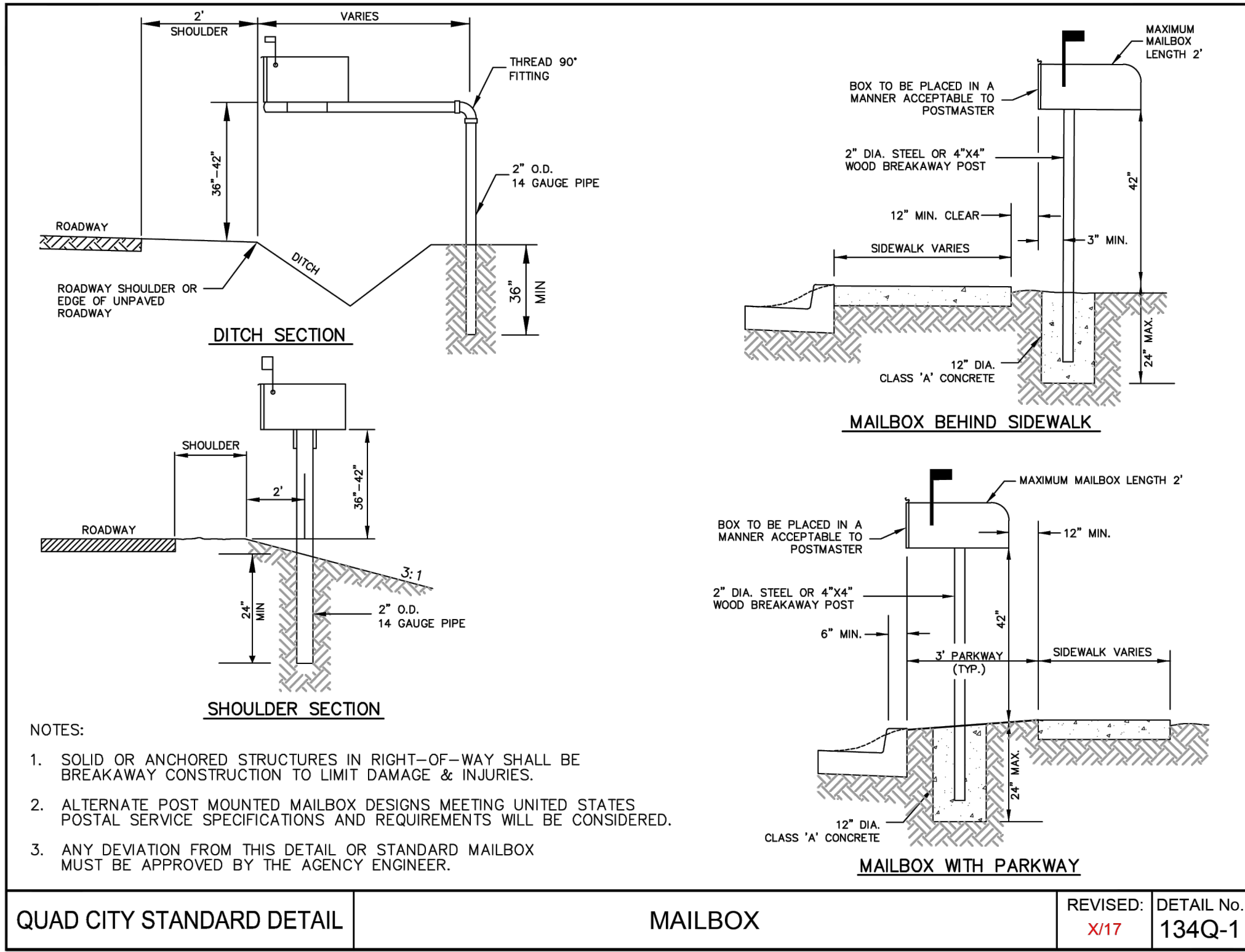
civiltec engineering inc.
Civil, Water, Wastewater, Drainage, and Transportation Engineering
Construction Management • Surveying
California • Arizona

2054 N. Willow Creek Rd.
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

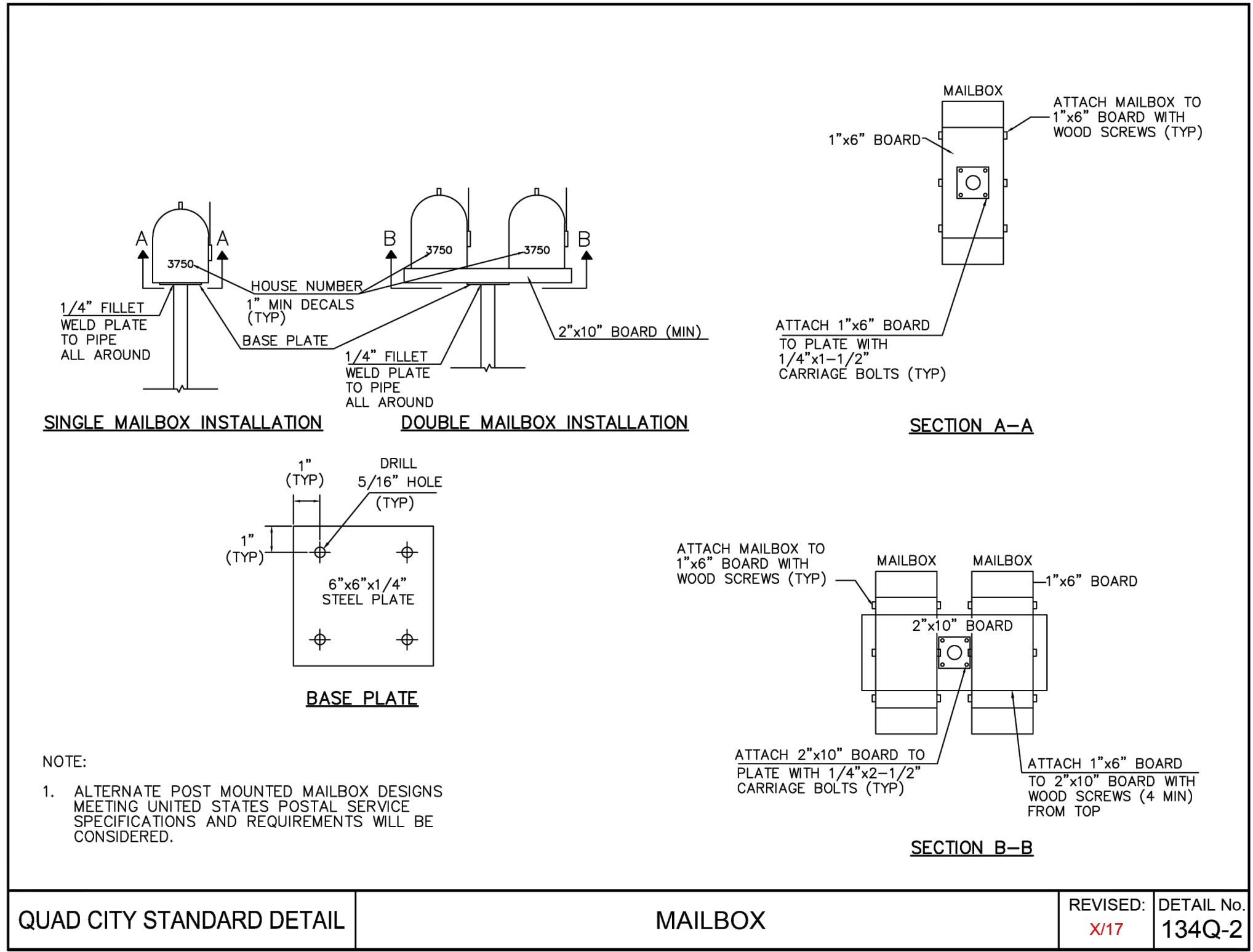
TOWN OF CHINO VALLEY, ARIZONA
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST
JUNIPER DRIVE TO PERKINSVILLE ROAD
SIGNING & STRIPING



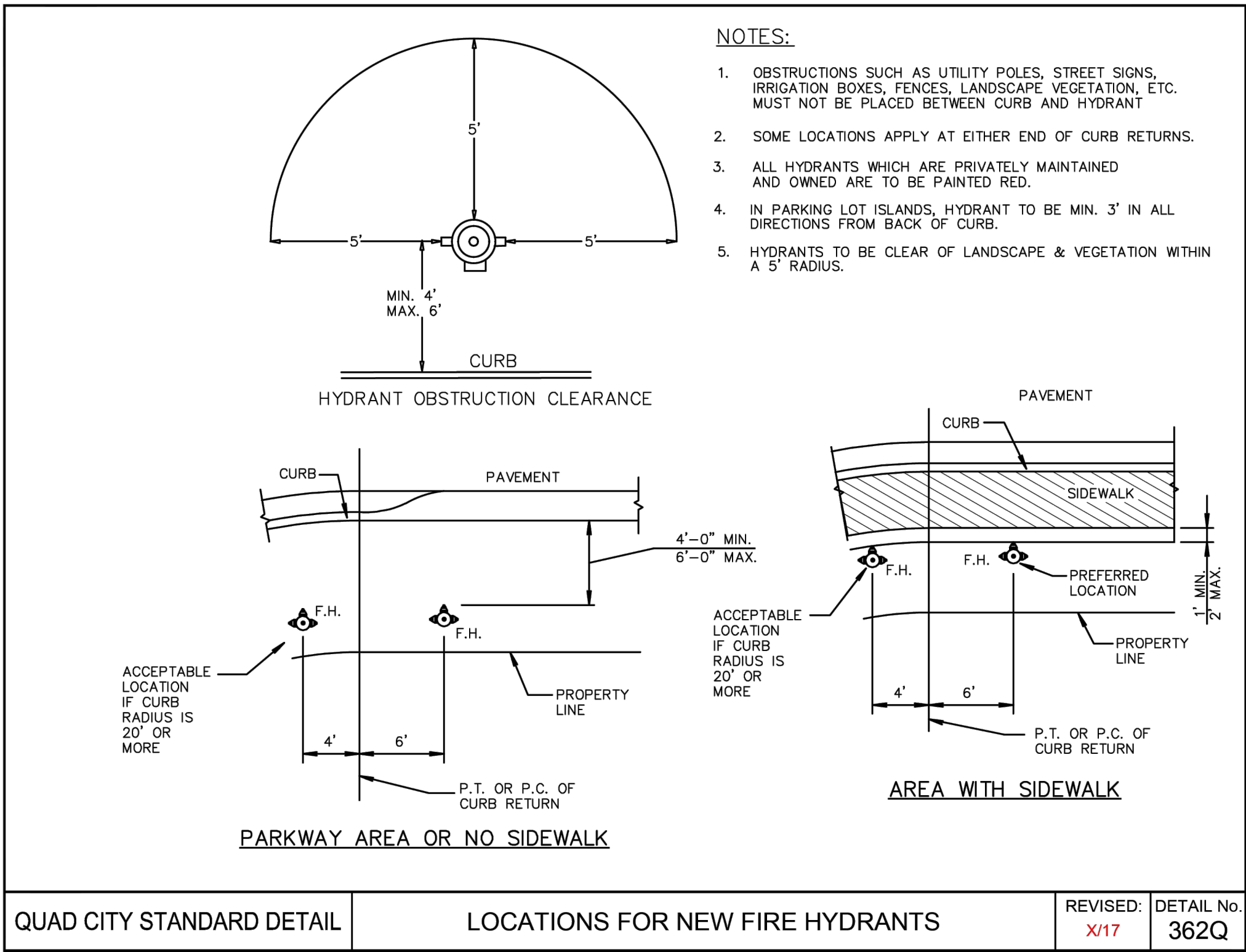
QUAD CITY STANDARD DETAIL	SIGN POST INSTALLATION	REVISED: X/17	DETAIL No. 131Q
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QUAD CITY STANDARD DETAIL	MAILBOX	REVISED: X/17	DETAIL No. 134Q-1
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QUAD CITY STANDARD DETAIL	MAILBOX	REVISED: X/17	DETAIL No. 134Q-2
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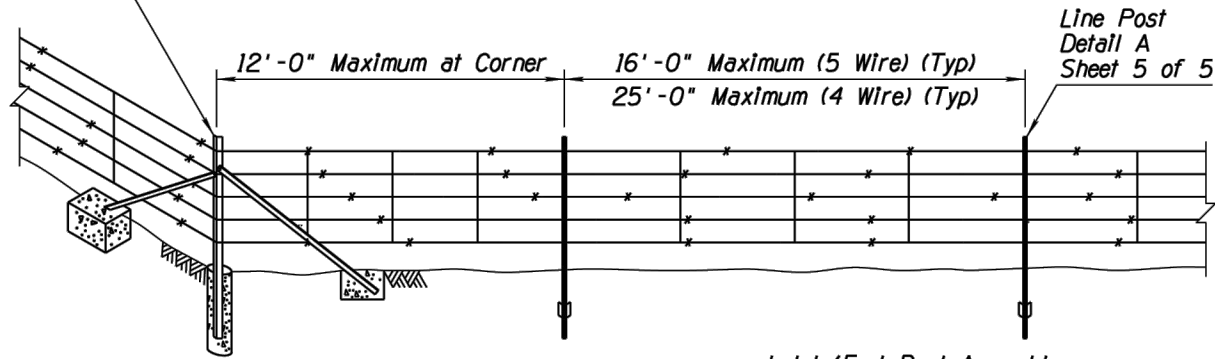
QUAD CITY STANDARD DETAIL	LOCATIONS FOR NEW FIRE HYDRANTS	REVISED: X/17	DETAIL No. 362Q
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No.	DATE:	REVISION:	APP.
NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.			
0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE		Call at least two full working days before you begin excavation. ARIZONA Dial 8-1-1 or 1-800-STAKE-IT (782-5348) Maricopa County: (602) 659-7500	

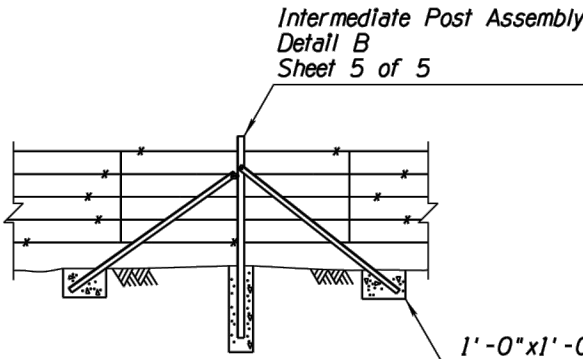
 Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona	2054 N. Willow Creek Rd. Prescott, AZ 86301 Phone: 928.771.2376 Fax: 928.771.2377 Web: www.civiltec.com			
TOWN OF CHINO VALLEY, ARIZONA STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST JUNIPER DRIVE TO PERKINSVILLE ROAD DETAILS				
DE: MM	DR: MM	CH: BT	JN: 2023740.00	SHEET 25 OF 26

ID#	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STD DWG	PHB	7/94
2	REVISED GENERAL NOTE 1	RLF	1/05
3	ADDED GENERAL NOTE 4	RLF	5/12
4	ADDED TYPICAL FENCE LOCATION VIEW	RLF	5/12

Corner Post Assembly
Detail D
Sheet 5 of 5



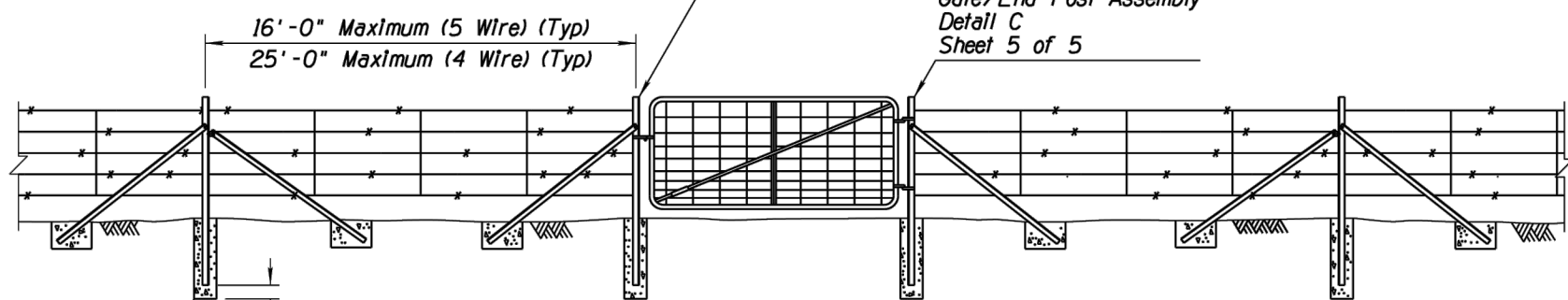
Line Post
Detail A
Sheet 5 of 5



Intermediate Post Assembly
Detail B
Sheet 5 of 5

1'-0"x1'-0"x1'-6"
Concrete Footing (Typ)

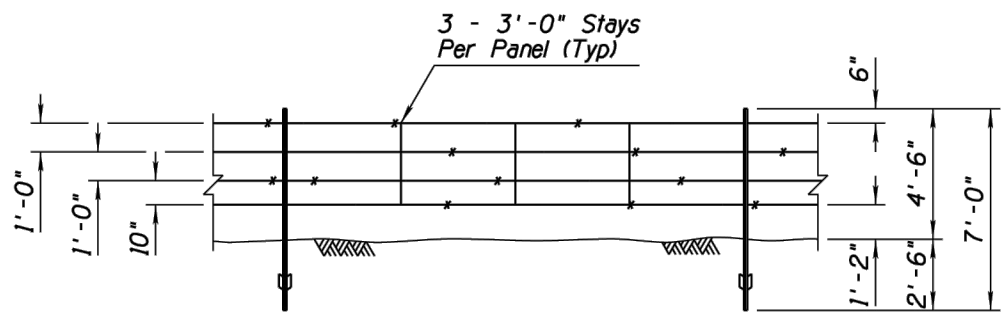
Latch/End Post Assembly
Detail C
Sheet 5 of 5



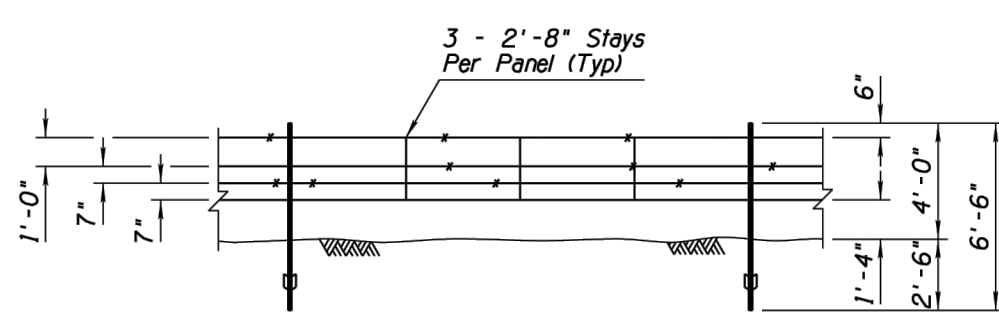
Gate/End Post Assembly
Detail C
Sheet 5 of 5

10" Diameter x 3'-0"
Concrete Footing (Typ)

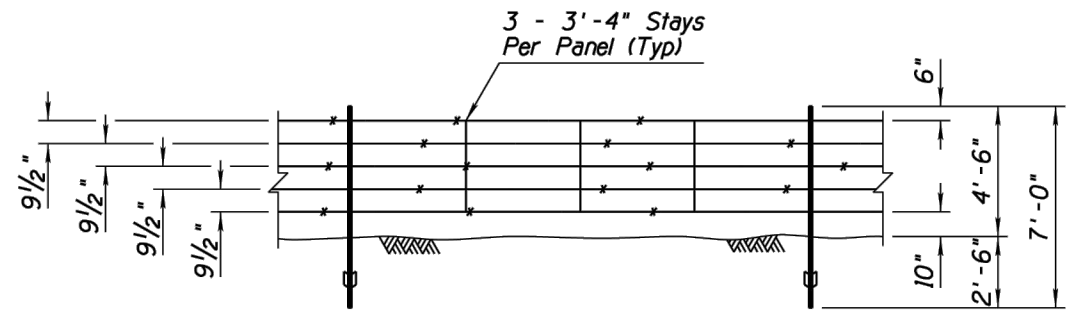
TYPICAL BARBED WIRE FENCE INSTALLATION-TYPE 2 (BW) SHOWN



TYPE 1 BARBED WIRE (BW) (4 WIRE)



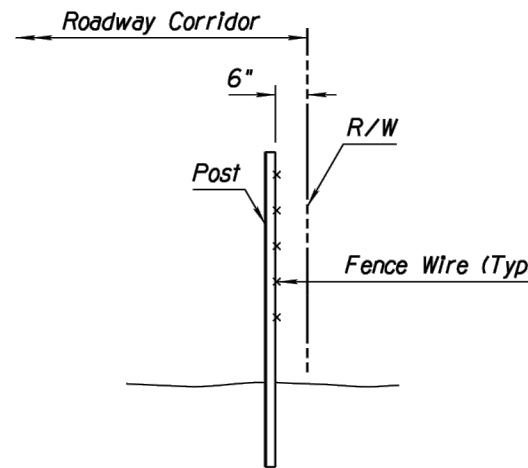
BARBED WIRE GAME FENCE (GF)



TYPE 2 BARBED WIRE (BW) (5 WIRE)

GENERAL NOTES

1. Intermediate Post Assemblies shall be located as shown and at intervals not to exceed 650', or midway between all braced posts.
2. For game fence the bottom wire shall be barbless.
3. The stays on game fence shall have their ends turned up to prevent injuries to game.
4. Fence Wire shall be placed on the side of the line posts away from the main roadway except in sharper curve areas where it should be moved to the side with tension against the posts.



TYPICAL FENCE LOCATION

APPROVED FOR DESIGN 	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION 	1 FENCE BARBED WIRE	DRAWING NO. C-12.10 Sheet 2 of 5

3			
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No.	DATE:	REVISION:	APP.
NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING "BLUE STAKE" AT 1-800-STAKE-IT (1-800-782-5348) TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.			
0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING ITEMS ARE NOT TO SCALE		Call at least two full working days before you begin excavation. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) Maricopa County (602) 659-7500	

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TOWN OF CHINO VALLEY, ARIZONA
STREET IMPROVEMENT PLANS - NORTH ROAD 1 EAST
JUNIPER DRIVE TO PERKINSVILLE ROAD
DETAILS

DE:	MM	DR:	MM	CH:	BT	JN:	2023740.00	SHEET	26	OF	26
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SPECIFICATIONS

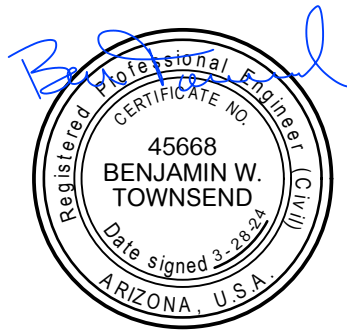
Project Special Provisions, Modifications to the Mag Special Provisions for Town of Chino Valley North Road 1 East Improvements Project, March 2024; prepared by Civiltec Engineering, Inc. and sealed by Benjamin W. Townsend on March 28, 2024.

See following pages.

PROJECT SPECIAL PROVISIONS MODIFICATIONS TO THE MAG SPECIAL PROVISIONS

For

TOWN OF CHINO VALLEY NORTH ROAD 1 EAST IMPROVEMENTS PROJECT March 2024



NOTE: THE SPECIFICATIONS AND DETAILS TO BE USED, AS REFERENCED IN THE BID DOCUMENTS AND THESE SPECIAL PROVISIONS, SHALL BE THE VERSIONS CURRENTLY IN USE AS OF THE DATE OF THE ENGINEERS SEAL ON THE COVER PAGE OF THE CONSTRUCTION PLANS.

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

Prepared By:
Civiltec Engineering, Inc.
2054 N. Willow Creek Road
Prescott, AZ 86301
P: 928.771.2376
F: 928.771.2377
email: btownsend@civiltec.com

CIVILTEC Project Number 2023740.00

INDEX TO SECTIONS OF THE SPECIAL PROVISIONS:

PART 000	INTRODUCTION
PART 100	GENERAL CONDITIONS
PART 200	EARTHWORK
PART 300	STREETS AND RELATED WORK
PART 400	RIGHT OF WAY AND TRAFFIC CONTROL
PART 600	WATER, SEWER, STORM DRAIN AND IRRIGATION
PART 700	MATERIALS



PART 000 INTRODUCTION

The work embraced herein shall be done in accordance with the requirements of the following:

Maricopa Association of Governments, *Uniform Standard Specifications and Details for Public Works Construction*, most recent edition(MAG);

All Arizona Department of Transportation Standard Specifications and Details, most recent editions that apply to the project (ADOT).

Arizona Department of Health Services Engineering Bulletins:

- #8 *Disinfection of Water Systems*
- #10 *Guidelines for the Construction of Water Systems*

Arizona Department of Environmental Quality (ADEQ)

U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD)

American Water Works Association Standards, most recent edition (AWWA).

Modifications to the MAG Specifications are made in these Special Provisions and take precedence over the MAG Specifications as follows: where there is no conflict between MAG Specifications and the Special Provisions, the Special Provisions are to be construed as being additions to the MAG Specifications. In cases of conflict between the MAG Specifications and the Special Provisions, the Special Provisions are to be construed as supplanting only the conflicting portions of the MAG Specifications.

Section numbers listed herein shall refer to the MAG Specifications, unless otherwise indicated.

UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENTS

PART 100 GENERAL CONDITIONS

MAG SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS, AND SITE OF WORK:

A Geotechnical Report was not prepared for this project. The pavement section design is based on previous roadway projects in the Town of Chino Valley and as agreed upon with Town Staff.

Rock excavation shall include removal of any rock encountered during the construction. Removal of rock encountered during construction shall be considered incidental to the project bid and shall not require additional compensation. No separate measurement or payment will be made for rock excavation.

SECTION 104 SCOPE OF WORK

104 SCOPE OF WORK is revised to include all of the Section 104 modifications as included below: The project work includes a Base Bid only with no Additive Alternates.

104.1.1 GENERAL:

The project consists of a Base Bid with no Additive Alternates as indicated on the Bid Schedule. Work will be done on property owned by the Town of Chino Valley. The construction is subject to the Project Phasing limits identified below.

The Contractor shall supply an independent testing laboratory to provide quality assurance testing as required by the Special Provisions. Construction staking and as-built plan preparation will also be provided by the Contractor.

The Contractor shall furnish all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the construction of the project within the time specified.

PROJECT PHASING

A minimum of one driveway access is required to the Community Center/Aquatic Center pool area at all times. Based on that condition, the following Phasing is to be used by the Contractor during construction of the roadway improvements:

PHASE 1: The project beginning station 10+00 to Station 57+30 (match point with Phase 2)

PHASE 2: Station 57+30 to the North Terminus of the project at approximately Station 63+75 (match point with Phase 1)

The roadway stationing and phasing as referenced herein are shown on the roadway improvements plans accompanying these special provisions. The Contractor shall coordinate with the Town for the exact Phasing limits and the construction schedule. **No separate measurement or payment will be made for the project Phased construction.**

GENERAL PROJECT DESCRIPTION:

BASE BID:

The base bid generally consists of the removal of the existing asphalt pavement section and the installation of a new 9" of aggregate base course (ABC) with 4" of MAG ¾" Mix asphalt concrete (AC) pavement section for the following roadways within the Town, as shown on the plans and details:

FULL REPLACEMENT CONSTRUCTION:

- E. Road 1 North (4" AC, MAG ¾" Mix, Single Lift on 9" ABC per MAG Specifications)
- The existing pavements and base materials shall be removed completely and replaced with the new 4"AC over 9" ABC pavement section on Contractor prepared subgrade typically 24 feet of pavement width as noted in the plans. Construction shall also include a typical 2' shoulder on each side of the new pavement, with variations in shoulder width as needed to match existing conditions per the construction plan cross-sections. Construction shall also include accommodations for maintaining existing driveway access by matching up ABC shoulders to driveways as well as perpetuating existing drainage conditions with adjacent roadside swale grading and some roadway culvert improvements together with other miscellaneous elements as called out on the construction plans and these special provisions. Construction also includes miscellaneous pavement striping and markings and other elements as called out on the construction plans and these special provisions.

UTILITIES:

There are no utility improvements planned for this project. The Contractor shall adjust any valve boxes, manholes, or other appurtenances located in the pavement, shoulders or swales to final finish adjacent grades.

QUALITY CONTROL PLAN:

The Contractor shall submit a Quality Control Plan to the Town for approval 10 days prior to the start of construction. The approved plan shall be fully implemented by the Contractor in accordance with the requirements in Section 106.2 of these Special Provisions.

104.1.2 MAINTENANCE OF TRAFFIC (Add):

Construction traffic control must include phased lane closures. No full closure of any road shall be permitted on this project unless specifically authorized by the Town.

The Contractor shall submit a traffic control plan at the Pre-Construction conference for review by the Town prior to beginning any construction activities on the project. The traffic control plan must address the Project Phasing as identified above.

104.3 PRE-CONSTRUCTION MEETING:

A pre-construction meeting will be scheduled by the Owner. Attendance of the Contractor is required at the scheduled place and time.

104.4 WEEKLY CONSTRUCTION MEETINGS:

The Contractor will schedule weekly construction meetings that shall be attended by representatives of subcontractors, utilities, the Owner, and other interested parties for the purpose of keeping the project on schedule and to provide necessary coordination of the work. The Contractor's project superintendent must attend the weekly construction meetings, prepare the agenda and meeting minutes, and distribute the minutes to the attendees.

SECTION 105 CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS (Add):

Contractor shall provide material submittals for the asphalt mix design, aggregate base materials and gradation, and any other materials intended to be incorporated into the project per MAG Section 105.2.

The Contractor shall maintain a complete set of all approved shop drawings and an accurate, current, as-built set of plans on site for reference at all times by Town staff. The as-built plans will be furnished by the Contractor to the Owner at the completion of the project for record. The as-built plans must be updated daily by the Contractor and include, in addition to the planned construction and utility installations, any changes authorized by the Engineer and any utilities discovered during the trenching operations by size, location, and type redlined onto the plans by station/distance/depth etc.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS (Add):

- A. In the event of any doubt or question arising regarding the true meaning of the plans, specifications, or other contract documents, reference shall be made to the Public Works Director, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- B. In the event of there being a conflict between one contract document and any other contract documents, the document highest in precedence shall control and supersede the document which is contrary to it. The order of precedence of the contract documents is as follows:
 - 1. Supplemental Agreements/Change Orders, the last in time being the first in precedence
 - 2. The formal Contract
 - 3. Call for Bids
 - 4. Instructions for Bidding
 - 5. Special Provisions
 - 6. Technical Specifications
 - 7. Plans
 - 8. General Provisions
 - 9. Contractor Proposal

105.5 COOPERATION OF CONTRACTOR third paragraph is revised to read:

The Project Superintendent must be on site at all times during performance of work. The superintendent shall be authorized to receive and fulfill instructions from the Engineer who shall supervise and direct the work. The Contractor shall submit to the Engineer for review and approval the name and qualifications of the proposed superintendent no less than fourteen days prior to the scheduled/planned Notice to Proceed. When the superintendent is approved, he shall not be changed by the Contractor without written approval of the Engineer. Instructions and information given by the Engineer to the Contractor's superintendent shall be considered as having been given to the Contractor.

105.6 COOPERATION WITH UTILITIES is modified to include:

The Town representative shall be made aware of any utility conflicts that may arise throughout the project duration.

The Contractor is advised that City of Prescott high pressure water mains exist in N. Road 1 E and caution needs to be exercised to avoid damaging those lines.

Engineer will not guarantee any elevations or locations of existing underground utilities shown on these plans.

105.8 CONSTRUCTION STAKES, LINES AND GRADES is revised as follows:

The Contractor shall be required to furnish all construction staking for the project and provide the final as-built survey and preparation of the sealed as-built plans for the constructed improvements.

105.12 MAINTENANCE DURING CONSTRUCTION

Adequate drainage of the construction area shall be provided at all times. Construction drains shall be provided as needed to enable water to drain from the construction area rapidly and without damaging work in progress. To further promote good drainage of the site, drainage channels, culverts, and structures, shall be constructed from downstream to upstream in such a way that, during construction, they do not impede the flow of water from the construction area.

Damage to any portion of the work caused by the contractor's failure to provide adequate drainage of the construction area, or to order the work to minimize the possible extent of such damage, shall be repaired at the Contractor's expense. No extension of time shall be granted on account of the time required to make such repairs.

SPECIAL NOTE REGARDING MAINTENANCE DURING CONSTRUCTION:

This project is anticipated to require a storm water pollution prevention plan (SWPPP) due to the disturbance area being more than 1 acre in size. The Contractor will be responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program at his own expense. This generally includes preparation of the SWPPP, submittal of a Notice of Intent (NOI) to the EPA/ADEQ, adherence to the Stormwater Pollution Prevention Plan for the site and notice of termination (NOT) to EPA/ADEQ for the project. Erosion control devices are typically installed at the tops and toes of all fill slopes, in graded earthen channels, and at the inlets and outlets of all drainage culverts. Devices generally include straw bales, straw wattles, or silt fences as appropriate. No separate measurement will be made for complying with this section and the cost for preparing the SWPPP, the NOI, the NOT and complying with the NPDES permit requirements shall be included in the Contractor's bid item for SWPPP, Erosion Control Devices and Seeding.

All exposed slopes, open areas, etc., shall be hand or hydraulically seeded by the Contractor at the completion of the project. The seed mix to be used for the seeding shall be provided by a local nursery and be appropriate for the Town of Chino Valley climate and be approved by the Town prior to distribution. No separate measurement will be made for seeding of the site and the cost of seeding will be included in the Contractor's bid item for SWPPP, Erosion Control Devices and Seeding.

105.16 – RECORD DRAWING PREPARATION AND COORDINATION (Add New Section)

The Contractor will be required to provide sealed record drawings of the completed construction by an engineer or land surveyor registered in the State of Arizona.

During the construction phase and prior to any backfilling or covering, the Contractor's surveyor will field survey the work for the purpose of as-built plan preparation. Surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Contractor shall supply all horizontal and vertical as-built data in sealed PDF drawings and appropriate digital format, including a northing, easting, elevation, and description of all

work completed under this contract, based on the control point network included on the construction plans. As-built data shall include, but not be limited to all items noted below.

1. Utility System

- a. All utility pipes (gas, water, sewer, electrical and communications conduits, valves, fittings, manholes, storm drains, catch basins, valley gutters, concrete fords, services and associated appurtenances, and dry utilities installed or discovered during construction.

2. Paving & Miscellaneous Improvements

- a. Shall include, but not be limited to pavement replacement limits, street centerline horizontal location and finished grades, edge of pavement horizontal location and finished grades, fencing, guardrail, signs, delineators, pavement markings and all other new construction elements.

Except for emergency or safety requirements, the Contractor generally shall not backfill or cover an item of work until verification has been completed by the Engineer or the Public Works Director, if available and if sufficient notice (48 hours) in advance of needing to cover the item. If an item of work is determined by the Engineer to be backfilled or covered prior to being recorded by the Contractor, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the Town.

Reference Section 105.8: The Contractor shall maintain a redlined copy of the project plans including changes made in construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly field meeting. The Contractor shall provide the Town with a copy of the Record Drawings in both hard copy and PDF drawings sealed by an Arizona Registered Land Surveyor upon completion of the project. The digital record drawings shall also be furnished to the Town.

Weekly field meetings with the Contractor, Engineer, and Town shall occur to review information for conformance with the contract documents. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30-day period, including approximate dates of installation prior to backfilling or covering. The Contractor shall maintain a set of field redlines and note any changes in the work. Missing, erroneous, or deficient redlined data must be corrected by the Contractor at no additional cost to the Town.

Measurement & Payment

Measurement and Payment for this work will be made on a lump sum basis for all construction staking, as-built survey and as-built plan preparation per Bid Schedule item: CONSTRUCTION SURVEY, STAKING, AS-BUILT SURVEY & AS-BUILT PLAN PREPARATION, MAG SP 105.8 & 105.16.

SECTION 106
CONTROL OF MATERIALS

106.2 SAMPLES AND TESTING OF MATERIALS: (Modify Section 106.2 as follows):

The Contractor shall employ and pay for an independent testing laboratory to provide all materials testing for the Project. This generally includes, but is not limited to earthwork, subgrade testing, ABC and AC pavement density testing and utility trench compaction testing.

QUALITY CONTROL AND TESTING

It shall be the responsibility of the Contractor to administer a Quality Control Plan, hereinafter referred to as "Q.C.P.", sufficient to assure a product meets the requirements of these specifications. The Q.C.P. may be operated wholly or in part by a subcontractor or an independent organization, however, the administration of the Q.C.P., including compliance with the Q.C.P. and its modifications, shall remain the responsibility of the Contractor.

The Contractor is required to provide and maintain a Quality Control Plan, along with all personnel, equipment, supplies and facilities as necessary to obtain samples, perform tests, and otherwise assure the quality of the product.

The Contractor shall submit the Quality Control Plan, to the Owner's Engineer for approval, a minimum of ten working days prior to the start of work.

The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing and inspection at a rate sufficient to assure that the work conforms to the contract requirements, and utilizing the Test Guide Tables, which are a part of this contract, as a minimum for all testing. The Contractor shall provide the Owner's Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures. The Contractor's Engineer shall certify the results of all tests performed and provide copies of the test results to the Owner's Engineer.

Copies of all test results shall be submitted to the Owner or its representative within five (5) working days after testing and shall be certified by an engineer registered in the State of Arizona in an appropriate discipline.

Elements of the Quality Control Plan:

The Q.C.P. shall address all elements which affect the quality of any material or aspect of the project, and includes, but is not limited to the quality of the subgrade, backfill materials aggregate base, chips, oil, concrete, and asphaltic concrete, and shall include, but not be limited to the following:

- A) Mix Designs
- B) Aggregate Production
- C) Quality of Components
- D) Stockpile Management
- E) Proportioning
- F) Mixing, including addition of Mineral Admixture, if required
- G) Placing and Finishing
- H) Joints
- I) Compaction

Method of Measurement:

Measurement for work under this section shall be on a lump sum basis

Basis of Payment:

Payment for work under this section, measured as provided above shall be paid for on a lump sum basis per Bid Schedule item: SAMPLES AND TESTING OF MATERIALS, MAG, SP 106.2.

The Contractor shall utilize the following Test Guide Tables as a minimum sampling and testing requirement. The Contractor shall perform additional tests as required to produce a quality finished product as stipulated in this contract.

Table 1 – Quality Control Minimum Sampling Standard for ABC and Asphalt				
Standard MAG Spec Section	Material	Type of Test(s) Required	Sampling Point	Minimum Sampling Frequency
701, 702	Aggregate Base*	Proctor Density	Roadway and Pipe Bedding	At start of production, then as material changes
	(ABC)	Compaction	Roadway and Pipe Bedding	One per 500 ft, per lift, per lane pass
		Gradation, PI	Roadway and Pipe Bedding	One per project, or one per 1,000 tons or fraction thereof
321, 322, 323, 710	Hot In-Place Asphaltic Concrete	Oil Content and Gradation**	If no Inspector is at plant, sample in-place	One per day or one per 500 tons or fraction thereof
		Mix Design Properties	If no Inspector is at plant, sample in-place	One per day or one per 500 tons or fraction thereof
		Density/Nuke	Roadway	One per 500ft per lift, per lane pass
		Density/Core	Roadway	5 to 7 cores per mix/project** (additional cores to be taken if source or mix changes) per Engineer
Remarks:				
*If Asphalt Millings are used for bedding, they shall meet the requirements of virgin aggregate base course, Asphalt Millings are not accepted as ABC for pavement cross-section.				
**Asphalt deficient in oil content, at the direction of the Town Inspector/Lab, will be cored 50ft on both sides of failed section. The results of these 2 cores will be averaged with the original test result. Also the cores for gauge calibration.				
The Town, on an as needed basis, may require additional tests.				

Table 2 – Quality Control Minimum Sampling Standard for Concrete				
Standard MAG Spec Section	Material	Type of Test(s) Required	Sampling Point	Minimum Sampling Frequency
505, 701, 702, 725	Concrete Flat Work, CIP, Structural	Compressive Strength	At Discharge	One set of three cylinders per 50 C.Y. or portion thereof, a minimum of one per shift
		Slump, Air, Time and Temperature*	At Discharge	One per set of cylinders
		Thickness	Roadway	See Specification
	Structural Pre-cast** and Re-bar	Certification	Project	One per 100 LF of item. Re-bar size and heat number
701, 702, 725, 728	Lean Mix Concrete (Slurry)	Compressive Strength	At Discharge	One set of three cylinders per shift (per Engineer)
Remarks:				
*Concrete specification for time is 90 minutes and temperature is 90 degrees.				
**Manhole Shafts and Concrete Pipe need to have acceptance stamp on them and VCP need D-load test results from Certified Lab.				
The Town, on an as needed basis, may require additional tests.				

Table 3 – Quality Control Minimum Sampling Standard for Soil				
Standard MAG Spec Section	Material	Type of Test(s) Required	Sampling Point	Minimum Sampling Frequency
206, 601, 603, 205, 301	Soil Backfill or Trench Backfill	Proctor Density	In-Place	One per soil type
		Compaction	In-Place	One per 500ft, per lift
		Proctor Density	Roadway	One per soil type
	Subgrade	Compaction	Roadway	One per 500ft, per lift
		Gradation, PI	Roadway In-Place	One per soil type
	Manholes and Laterals	Compaction	In-Place	One per structure, pipe and lateral trench at various lifts
205, 601	Roadway, Excavation, Embankments	Proctor Density	In-Place	One per soil type
		Compaction	In-Place	One per 1,000 C.Y.
		Gradation, PI	In-Place or Source	One per soil type
211	Fill Construction	Compaction	In-Place	One per 500ft, per lift (MAG 211.3)
Remarks:				
* Any resulting failure will be re-worked before any re-tests are performed.				
** The Nuclear Gauge shall be calibrated against the Sand cone at least every twenty tests or per Engineer. Rock correction shall be used for any + #4 material to obtain Maximum Proctor Density.				
The Town, on an as needed basis, may require additional tests.				

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT (Add):

The Contractor shall obtain an above ground fuel storage permit, if required, from the local responsible agency.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE (is revised to include):

The Contractor shall notify the appropriate utility company, agency, or property owner of any construction that may affect their facilities.

The contractor shall include erosion control devices as necessary to limit the runoff of soils onto adjacent properties or drainages during construction and to remove the devices after construction has been completed and the site restored.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK: (first paragraph, is revised to read)

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the date of final acceptance. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Contracting Agency. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

107.15 PUBLIC NOTIFICATION:

Public notification is required for this project. The Contractor shall coordinate their construction activities with the Town, public safety agencies, ADOT, any affected schools, businesses and local residents including detour routes and roadway closures. No separate measurement or payment will be made for public notification. Any costs for Public Notification shall be included in the Contractors lump sum bid price for Mobilization.

SECTION 108

COMMENCEMENT, PROSECUTION AND PROGRESS

108.2 SUBLETTING OF CONTRACT:

F) Coordination of subcontractors' work with the Contractor's work shall be the responsibility of the Contractor.

108.5 LIMITATION OF OPERATIONS:

Except in emergencies endangering life or property, written permission shall be obtained from the Town prior to performing any work on weekends, legal holidays or after regular work hours.

Any overtime hours accrued by the Owner's inspector or appointed representatives due to the scheduling of the Contractor or any of its subcontractors shall be reimbursed to the Owner by the Contractor at a rate of \$150.00 per hour. Reimbursement shall be achieved through deductions for inspector overtime from contractor pay requests.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The contract time, including final cleanup of the project site and storage areas, may be extended as a result of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction

period and included in the Contractors weekly schedule submittal. The effect of the delay must be shown on the Critical Path Schedule for the project. The Contractor shall submit claims for the delay of critical path work within two working days of experiencing adverse weather and associated project delays. Only delays affecting the Critical Path for the project will be considered for a time extension.

The contract time includes up to 5 Calendar days for weather conditions. Contract time extensions will be considered warranted when actual work critical to the timely completion of the project is delayed for fifty (50) percent or more of the Contractor's scheduled workday and daily precipitation, as recorded for Town is equal to or greater than twenty five (25) percent of the historical monthly average. Contract time extensions will only be considered when the weather days exceed the 5 days anticipated in the contract time.

No additional payment will be made to the Contractor for weather related time extensions.

THE CONTRACT TIME SHALL BE AS FOLLOWS:

For the **BASE BID and any awarded Bid Alternates**, the total Contract time will be **60** calendar days.

**SECTION 109
MEASUREMENTS OF QUANTITIES**

109.2 SCOPE OF PAYMENT: (Add)

Only the items listed on the Bid Schedule are pay items. Any items listed in the MAG Specifications or construction plans that are not listed on the Bid Schedule shall be considered incidental to the bid price for other items included in the Bid Schedule. Reference Section 200.1 of these Special Provisions for special earthwork measurement and payment conditions.

Cost of testing and other incidental operations, profit and overhead costs including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the unit bid prices.

109.4.1 COMPENSATION FOR ALTERATION OF WORK BY THE CONTRACTING AGENCY:

(Add the following to Section 109.4, Compensation for Alteration of Work):

A Contract allowance bid item is provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall include the same in the total amount bid for this Project.

This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the Contract per plan. Unforeseen extra work, if any, shall be in accordance with the Section 109.4. It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of his bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

109.4.2 COMPENSATION FOR ALTERATION OF WORK DUE TO PHYSICAL CONDITIONS

(Replace section as follows):

No measurement or direct payment for alteration of work due to physical conditions will be made.

**PART 200
EARTHWORK
SECTION 201
CLEARING AND GRUBBING**

200.1 GENERAL:

No separate measurement for earthwork (excavation, subgrade excavation, shoulder, slopes and channel grading and/or embankment) for the project will be made. Payment will be made per the quantities of subgrade preparation as included in the bid schedule for the project, compete in place.

201.5 PAYMENT, CLEARING AND GRUBBING

Modify as follows:

No separate Measurement or Payment will be made for clearing and grubbing.

**PART 300
STREETS AND RELATED WORK**

301.3 RELATIVE COMPACTION: (ADD)

Unless a higher density requirement is specifically included elsewhere in the project bid documents, all subgrades and finish grading shall be compacted to a minimum of 95% of standard proctor.

**MAG SECTION 321
PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT**

321.1 – DESCRIPTION

AMEND the following:

Description:

The work under this section shall be in accordance with Sections 321 of MAG Specifications, and the included MAG Section 710 Technical Supplement, with modifications and clarifications as follows:

Construction Requirements:

Asphalt construction shall be placed in one 4" lift as identified on the plans.

SECTION 321.5 MIX DESIGN - ASPHALTIC CONCRETE – The asphalt that shall be used for this project shall be per MAG Section 321, MAG Section 710, and the included MAG Section 321 of these Special Provisions. The mix designation for the project shall include a 3/4" Mix with PG 64-16 binder. The use of RAP materials, per MAG Section 710.2.3, shall not be allowed for use on this project.

321.12 MEASUREMENT is revised to read:

Asphalt concrete pavement will be measured by the ton for the mixture actually used as allowed above, which shall include the required quantities of mineral aggregates, asphalt binder, and mineral admixture. Measurement shall include intersections, roadways, streets, or other miscellaneous surfaces indicated on the plans or as directed by the Engineer and will be used as the basis for payments.

321.13 PAYMENT is revised to read:

The asphalt concrete provided above will be paid for at the contract unit price as measured per TON per 321.12 above, which price shall be full compensation for the item complete in place.

MAG SECTION 329 BITUMINOUS TACK COAT

329.1 MIX DESIGN is revised to read:

Tack coat for bituminous paved surfaces shall consist of the application of SS-1H.

329.3 APPLICATION is revised to read:

Tack coat shall be diluted in the proportion of 50 percent water and 50 percent emulsion and applied at a rate of approximately 0.10 gallons per square yard, or as directed by the Engineer. Application shall be made in advance of subsequent construction as ordered by the Engineer. Per MAG 713.5, 240 gallons of diluted material = one TON.

The tack coat shall be applied to all flat surfaces and to all saw cut edges that will receive new asphalt pavement.

329.6 METHOD OF MEASUREMENT is revised to read:

No separate measurement will be made for tack coating, being considered incidental to asphalt paving.

329.7 PAYMENT is revised to read:

No separate payment will be made for tack coating, being considered incidental to asphalt paving.

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

350.1 – DESCRIPTION

ADD the following:

The work under this section shall consist of the removal, salvage and reinstallation, wholly or in part, and satisfactory disposal of all pavements, concrete, structures and obstructions within the project area which interfere with the construction of the proposed improvements. Salvaging of designated materials includes backfilling the resulting cavities. Existing structures, pavement, fencing and other existing improvements which are or are to become an integral part of the existing and/or planned improvements shall remain even though not specifically noted on the plans, specifications, and special provisions.

Materials removed and not designated to be salvaged or incorporated into the work shall become the property of the Contractor.

The removal of existing improvements shall be conducted in such a manner as not to injure active utilities or any portion of the existing improvements that are to remain in place.

All improvements located within the construction limits that require removal for the construction of the new improvements, whether included in the bid schedule or not, are to be removed and disposed of by the Contractor.

The following conditions shall apply for removal, replacement and matching of existing improvements to new construction. The cost of this work is incidental to the project bid amount:

1. Provide a minimum of 24" of transition grading from existing improvements to new construction elements to provide a smooth transition between existing grades and the new improvements.
2. Existing improvements shall be removed and replaced in kind within the 24" transition zone. This includes concrete, ABC, asphalt driveway transitions, landscape stone/brick, irrigation components, fences or any other landscape features requiring the transition.

3. Shrubs/low growth vegetation may be trimmed to provide room for necessary construction devices.
4. The Contractor will coordinate with the Town for the exact limits of the removals and replacements as required at each match up location.
5. ABC shall be used for any match up required at unimproved driveways or other locations subject to vehicle or pedestrian traffic where not specifically called out for replacement on the plans. Native earthen materials may be used at locations not subject to vehicle or pedestrian traffic.
6. Improvements within the 24" transition zone must be adjusted to final finish grade elevations.

350.2 – CONSTRUCTION METHODS

ADD the following:

Culverts, signs, striping and other structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate the traffic. Operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items to be salvaged and reused shall be carefully stockpiled or stored by the Contractor at locations designated in the Contract Documents or as directed by the Engineer and/or Owner. Items to be salvaged or reused in the new construction that are damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced by the Contractor at no additional cost to the Town.

350.2.1 - UTILITIES:

ADD the following:

All existing utilities not designated for removal shall remain in place and be protected against damage. The Contractor shall be responsible for utility damages and repairs per MAG Section 107.11.

The Contractor is cautioned that a 30" high pressure water main is located in North Road 1 East paralleling the roadway. **The Contractor shall exercise extreme caution when working near the existing City of Prescott water mains.**

350.3 – MISCELLANEOUS REMOVAL AND OTHER WORK

REPLACE in its entirety with the following:

Removal necessitated by the work as it progresses and not specifically called out on the Plans will be considered incidental work. All removal items not specifically designated for stockpiling or other uses shall be deemed to be Surplus Material and disposed of in accordance with the provisions of Section 205.6 of the Specifications. Hard surface removals (asphalt, concrete, etc.) shall require a neat saw cut edge or removal to the nearest joint. No separate measurement or payment will be made for saw cutting.

350.3.5 – REMOVAL OF SIGNS AND DELINEATORS:

Street signs, delineators and traffic control signs shall be removed and replaced and/or salvaged as needed for the construction of improvements with approval from the Engineer and/or Town. The Contractor shall dismantle the signs and delineators and remove the signposts from the ground in such a manner as to prevent damage to the posts and signs. The Contractor shall exercise care when removing all salvageable parts or appurtenances so as to permanently reinstall these items in as good as a condition as possible after construction is complete. Note that all new or relocated sign installations shall require **new posts and bases** per Quad City Standard Detail 131Q. Sign panels may be reused.

Removal also includes removal of the sign and delineator concrete or other bases and backfill with compacted ABC to fill the void spaces left by the base removals. Per the direction of the Engineer and/or Town, temporary street signs, delineators and traffic control signs may be required during construction and shall be provided by the Contractor. The Contractor shall not remove the existing street signs, delineators and traffic control signs without approval from the Engineer and/or Town and temporary street signs, delineators and traffic control signs in place. Measurement or payment for the removal and reinstallation/salvage of existing street signs, delineators and traffic control signs shall be included in the lump sum bid item for Removals and include backfilling of the post hole bases as necessary with ABC material.

Installation of new or relocated foundations, posts and signs shall be per Quad City Standard Detail 131Q, complete in place. If existing signs and sign materials are damaged by the Contractor, new signs will be required to be installed. Measurement and payment for the removal of existing signs and the installation of new or relocated signs, posts, foundations and delineators, shall be included in the lump sum bid item for Removals.

350.4 – MEASUREMENT AND PAYMENT:

REPLACE in its entirety with the following:

No separate measurement will be made for removals. Payment for removals will be made at the contractors lump sum bid amount included in the Bid Schedule for Removals, MAG 350 and include all removals required for the construction of the work associated with the project, whether indicated on the plans or not.

PART 400

RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401

TRAFFIC CONTROL

401.1 DESCRIPTION (Modify):

Traffic Control will be a critical component of the work and shall apply to both vehicle and pedestrian traffic at the construction sites.

All Traffic Control shall be in accordance with Section 401 of the MAG Standard Specifications and the Manual on Uniform Traffic Control Devices, 2009 Edition (MUTCD), U.S. Department of Transportation, Federal Highway Administration, ADOT requirements for any work in the SR89 ROW, and all subsequent revisions thereto and as modified herein. Traffic control shall consist of furnishing, installing, maintaining, moving and removing barricades, warning signs, lights, signals, cones, and other traffic control devices, including construction signing of detour routes to provide safe and efficient passage through and/or around the work for movement of traffic through construction zones and to protect workmen in or adjacent to the work zone. The requirements of the MUTCD shall be considered as the minimum standards for the protection of workmen and the traveling public.

Prior to the commencement of any construction operations by the Contractor, a Traffic Control Plan shall be submitted to the Town and ADOT, where required, for approval. The Traffic Control Plan shall be submitted prior to issuance of the Notice to Proceed with the construction; and shall specifically and graphically identify a proposed sequence of operations and a compatible method of maintaining traffic. No detours shall be opened to traffic until approved by the Engineer. Additional site specific adjustments to traffic control will be required if deemed necessary by the Engineer.

The Contractor will be responsible for the implementation and maintenance of all approved traffic control plans and devices. During the Contractor's working hours, sufficient staffing and traffic control around the active construction zone shall be provided to ensure safe conditions.

401.5 GENERAL TRAFFIC REGULATIONS is revised to include:

Full closure of any roads within this project will not be permitted unless specifically allowed by the Town and ADOT for closures that affect SR89. Flagmen with radio communication will be required to maintain at least one lane of traffic at all times unless traffic control signs and other devices are adequate to delineate the construction zone. Flagging stations shall be positioned at the beginning, end, and at all intersecting roadways within a paving segment where required.

Vehicular access shall be maintained to developed properties at all possible times. When access must be restricted for construction, the Contractor shall give written notice to each affected resident/business not less than 48 hours in advance.

It is important to note that flagging stations or appropriate signs shall be required at all roadway access points entering the work zone. This includes, but is not limited to mainline roads, side roads, service roads and commercial driveways.

The Contractor shall provide proper signing and delineators at all approaches to each construction zone and shall provide detailed road schematics and detour routes as necessary.

Electronic Message Board(s) will be required for this project at up to four locations as directed by the Town and/or ADOT. The cost of which shall be included in the lump sum amount for Traffic Control.

Fixed Project Information Sign - An 8' x 4' sign shall be installed at a fixed location for each roadway project (as approved by the Town), which will provide the following information to the general public:

- Name of Project
- Dates of construction
- Name of Contractor
- Contractors contact phone number

All sign content shall be approved by the Town and/or ADOT as appropriate and the cost and installation of the signs shall be considered incidental to Traffic Control.

Any project areas that will result in queuing of traffic into the roadways of other jurisdictions (ADOT, other local governments) may require that the Contractor secure a permit from that agency. Permit fees, traffic control plans and/or other requirements for the permit shall be included within the bid costs of the Traffic Control line item included in the Bid Schedule.

401.6 METHOD OF MEASUREMENT first paragraph is revised to read:

Traffic control shall be measured as a Lump Sum (LS) item and shall include all items, materials, equipment, signs, workmen, devices, electronic message boards, fixed project information signs, facilities and work necessary to provide adequate traffic control and detours as detailed in the Contractors Traffic Control Plan and as directed by the Engineer.

401.7 PAYMENT is revised to read:

Payment will be made for Traffic Control as a lump sum for this project.

PART 600
WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601
TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.4.6 COMPACTION DENSITIES: (ADD)

Trench backfill densities expressed as percent of maximum Std. Proctor are specified in the Plans per the TRENCH DETAILS. Minimum densities, in all instances, shall not be less than 95%, unless specifically authorized by the Engineer in writing.

No water settlement will be allowed.

All existing and/or new culverts with less than 2' of minimum cover to finished grade, located in traveled areas with new asphalt or other surfacing as a part of this project, will be required to be encased in a single sack slurry backfill (CLSM) per MAG Section 728 up to 6" above the top of the pipe.

PART 700 MATERIALS

700.1 GENERAL MATERIAL REQUIREMENTS (Add)

- All asphalt shall conform to a MAG Section 321, MAG Section 710 and the included MAG Section 321 of these Special Provisions. The mix designation for the project shall be a 3/4" Mix for all AC construction with PG 64-16 binder. The total pavement section to be used for the roadway is noted in Section 104 of these Special Provisions. All pavement construction shall be placed and compacted in a single 4" lift of AC for each roadway as identified in the plans.
- RAP shall not be allowed per MAG 710.2.3.
- Aggregate Base Course material shall be per MAG Section 702 and Table 702-1 for "Aggregate Base Course".
- All concrete used on the project, including but not limited to curbs, sidewalks, valley gutters, etc., shall be MAG Class AA, 4,000 psi, with an air entraining admixture. This requirement supersedes all standard details and specifications where a lesser concrete strength is noted.
- Pavement markings and striping shall conform to ADOT material and painting standards.
- Corrugated metal pipe, fittings, bands, etc., shall be per MAG Section 760, 14 gauge minimum thickness, plain galvanized steel pipe.
- All other materials shall be as required by the Standard Details, industry standards and/or other referenced specifications.
- Work near or in ADOT ROW's will require conformance to the ADOT permit requirements, including painting and pavement marking materials and any other special conditions of the ADOT permit.

REFERENCE DOCUMENTS

The Work identified and described in the Project Special Provisions, Modifications to the Mag Special Provisions for Town of Chino Valley North Road 1 East Improvements Project, March 2024; prepared by Civiltec Engineering, Inc. and sealed by Benjamin W. Townsend on March 28, 2024, have been established in accordance with the following standards:

1. Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, most recent edition.
2. All Arizona Department of Transportation Standard Specifications and Details , most recent edition that apply to the project.
3. Arizona Department of Health Services Engineering Bulletins:
 - a. #8 Disinfection of Water Systems
 - b. #10 Guidelines for the Construction of Water Systems.
4. U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD).
5. American Water Works Association Standards, most recent edition.

EXHIBIT B
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

NORTH ROAD 1 EAST STREET IMPROVEMENTS

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

1.	<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>

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
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Price Sheet]

See following pages.

BID SCHEDULE

For

TOCV NORTH ROAD 1 EAST IMPROVEMENTS PROJECT:

Page 1 of 3

BID SCHEDULE INSTRUCTIONS:

1. Bidders must bid on all items. This completed and signed BID SCHEDULE shall be included with the Contractors Bid.
2. All items will be paid for in accordance with the Special Provisions, Section 109 on a Lump Sum basis. The "ENGINEERS ESTIMATED QUANTITY" and the "CONTRACTORS UNIT PRICE" will be used as a means of computing progress payments and as a basis for any Change Orders incurred.
3. The Owner reserves the right to recalculate the following Schedules if they appear disproportionate.
4. Where the Contractors Total Amount differs from the product of the Engineers Estimated Quantity/Unit and the Contractors Unit Price, the Engineer reserves the right to calculate a new Contractors Unit Price based on the Contractors Total Amount. In any case, the Contractors Total Amount, as indicated on the Bid Schedule and the Form of Proposal, shall serve as the basis of the bid amount for the work.
5. The Unit Prices include all associated taxes, insurance, bonds, profit, etc. associated with each item of work.
6. The Contract Allowance bid item amount as included in the Bid Schedule shall be included in the Contractors Total Base Bid amount, in numbers and in words. This is a contingency item for additional work that will only be authorized for payment by the Town for additional items of work requested and authorized in writing by the Town on this project.

Bidder's Acknowledgement



Date 4/24/2024

BID SCHEDULE – TOCV NORTH ROAD 1 EAST IMPROVEMENTS PROJECT:

Page 2 of 3

BASE BID

ITEM No	BASE BID - ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	CONSTRUCTION SURVEY, STAKING, AS-BUILT SURVEY & AS-BUILT PLAN PREPARATION, MAG SP 105.8 & 105.16	LS	1	39,500.00	39,500.00
2	SAMPLES AND TESTING OF MATERIALS, MAG, SP 106.2	LS	1	18,000.00	18,000.00
3	SWPPP, EROSION CONTROL DEVICES AND SEEDING SP 105.12	LS	1	13,700.00	13,700.00
4	MOBILIZATION, MAG 109.10	LS	1	91,830.98	91,830.98
5	AC REMOVALS, MAG 350	SY	14,070	3.00	42,210.00
6	TRAFFIC CONTROL, MAG SP 401 & ADOT REQUIREMENTS	LS	1	69,000.00	69,000.00
7	SUBGRADE PREPARATION (MAG 301), 8" SCARIFY AND RECOMPACT	CY	3,611	25.00	90,275.00
8	4" ASPHALT CONCRETE SINGLE LIFT (MAG 3/4" MIX)	TONS	3,956	139.00	549,884.00
9	8" THICK AB SHOULDER, MAG 702.1	CY	1,070	15.00	16,050.00
10	9" ABC, MAG 702-1	CY	4,043	68.00	274,924.00
11	6' WIDE CONCRETE VALLEY GUTTERS, MAG 240	SF	1,075	16.00	17,200.00
12	21" X 15" (EQUIVALENT 18" ROUND) CORRUGATED METAL ARCH PIPE PIPE, 12 GAUGE	LF	140	250.00	35,000.00
13	MAG 501-1 U-TYPE (MODIFIED) REINFORCED CONCRETE HEADWALL WITH SAFETY RAILS, MAG SP 505	EA	1	9,800.00	9,800.00
14	MAG 501-1 L-SHAPE (MODIFIED) REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	EA	1	12,000.00	12,000.00
15	MAG 501-1 STRAIGHT TYPE REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	EA	1	6,100.00	6,100.00
16	RIP-RAP & GEOSYNTHETIC FABRIC, D50=6" T=12"	CY	15	255.00	3,825.00
17	RELOCATE FIRE HYDRANT	EA	2	4,600.00	9,200.00

 Bidder's Acknowledgement *Clyde Branch* Date 4/24/2024

BID SCHEDULE – TOCV NORTH ROAD 1 EAST IMPROVEMENTS PROJECT:

Page 3 of 3

ITEM No	BASE BID - ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
18	ADJUST VALVE BOX TO GRADE	EA	12	850.00	10,200.00
19	ADJUST MH TO GRADE (INCLUDES WATER MH'S)	EA	5	1,600.00	8,000.00
20	REPLACE WATER METERS AND BLOW OFF BOXES AND LIDS WITH TRAFFIC RATED BOXES AND LIDS PER MAG 319	EA	5	1,200.00	6,000.00
21	RELOCATE MAILBOX	EA	11	550.00	6,050.00
22	RELOCATE EXISTING FENCE	LF	1,530	5.00	7,650.00
23	SIGNING & STRIPING	LS	1	12,300.00	12,300.00
24	CONTRACT ALLOWANCE	LS	1	\$250,000.00	\$250,000.00
BASE BID TOTAL					1,598,698.98

TOTAL BASE BID ITEMS IN NUMBERS: (\$) 1,598,698.98

In Words: ONE MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED NINETY-EIGHT DOLLARS AND NINETY-EIGHT CENTS

Bidder's Acknowledgement



Date

4/24/2024

EXHIBIT D
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Federal Requirements]

Not applicable to this Project.

EXHIBIT E
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSES; CERTIFICATIONS; DBE/WBE STATUS

NORTH ROAD 1 EAST STREET IMPROVEMENTS

- ☒ **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.

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

BL15-002050

EXPIRATION DATE

04/20/2025

CLASS OF BUSINESS

Aggregate Construction

FEE

\$50

BUSINESS NAME

Asphalt Paving & Supply, Inc.

BUSINESS ADDRESS2425 Glassford Hill RD
Prescott Valley, AZ 86314**TYPE OF BUSINESS**

Contractor

BUSINESS APPLICANT

Mike McCormick

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.

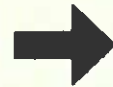
(2001 Code, § 8-1-8)

_____ IMPORTANT NOTICE _____
YOU MUST:

-) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. §32-1154(A)(18)]
-) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
-) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
-) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(F) § RULE R-4-9-110]

Asphalt Paving & Supply Inc
2425 N Glassford Hill Rd

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA

February 28, 2026
Registrar of Contractors CERTIFIES THAT

Asphalt Paving & Supply Inc

CONTRACTORS LICENSE NO.

ROC 192405

CLASS

A



EXHIBIT F
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[References]

See following page(s).

REFERENCES

NORTH ROAD 1 EAST STREET IMPROVEMENTS

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: Town of Chino Valley

Address: 1982 Voss Drive

City / State / Zip Code: Chino Valley, AZ 86323

Contact: Steve Sullivan

Telephone Number: 928-632-3402

Contract Initiation Date: 5/2022 Expiration Date: 6/2023

Project Description: FY 22 Street Improvements

Contract Value: \$ 1,809,216.85 Annual Amount: \$

Company: Town of Chino Valley

Address: 1982 Voss Drive

City / State / Zip Code: Chino Valley, AZ 86323

Contact: Steve Sullivan

Telephone Number: 928-632-3402

Contract Initiation Date: 5/2021 Expiration Date: 8/2021

Project Description: Road 2 North Paving Improvements

Contract Value: \$ 677,802.88 Annual Amount: \$

Company: City of Prescott

Address: 433 N. Virginia Street

City / State / Zip Code: Prescott, AZ 86301

Contact: Tim Sherwood

Telephone Number: 928-777-1130

Contract Initiation Date: 4/2023 Expiration Date: 10/2023

Project Description: Haisley Road Reconstruction

Contract Value: \$ 1,934,277.48 Annual Amount: \$

EXHIBIT G
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Bid Bond]

See following page.

BID BOND

NORTH ROAD 1 EAST STREET IMPROVEMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Asphalt Paving & Supply, Inc. (hereinafter called Principal), as Principal, and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the Town of Sioux Falls, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Chino Valley, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, ----- (Dollars) (\$-----) 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: North Road 1 East Street Improvements

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee 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 24th day of April, 2024.

Asphalt Paving & Supply, Inc.

Principal

Seal

Clude Bradshaw
By CLUDE BRADSHAW

Western Surety Company

Surety

Seal

Tony D. Becker
By Tony D. Becker, Attorney-in-Fact

Arthur J. Gallagher Risk Management Services, LLC

Agency of Record

CORPORATE ACKNOWLEDGMENT

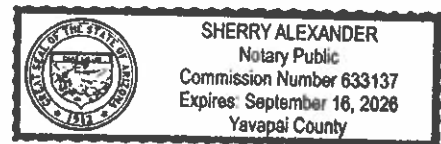
STATE OF ARIZONA

COUNTY OF YAVAPAI

On this 24th day of April, 2024 before me personally appeared CLYDE BRADSHAW to me known, who being by me duly sworn, that he/she is the VICE PRESIDENT of the **Asphalt Paving and Supply, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public


(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

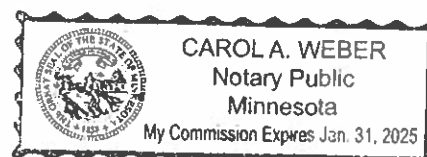
STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 24th day of April, 2024 before me appeared Tony D. Becker to be known, who being by me duly sworn, did say that he is the aforesaid Attorney-in-Fact of the **Western Surety Company**, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public


(Notary Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark A Gresser, Tony D Becker, David J Howard, Anita M Ficker, Carol A Weber, Brian Nohava, Tamara Denning, Megan Rivera, Kathryn Brophy, Anna Plumski, Michael B Baumann, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of December, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of April, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT H
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Key Personnel/Subcontractor Listing]

See following page.

NORTH ROAD 1 EAST STREET IMPROVEMENTS

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

[illegible]

EXHIBIT I
TO
INVITATION FOR BIDS
FOR
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Performance Bond]

See following page.

PERFORMANCE BOND

NORTH ROAD 1 EAST STREET IMPROVEMENTS

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
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Payment Bond]

See following page.

PAYMENT BOND

NORTH ROAD 1 EAST STREET IMPROVEMENTS

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
NORTH ROAD 1 EAST STREET IMPROVEMENTS

[Acknowledgments of Addenda received]

See following page(s).



TOWN OF CHINO VALLEY

ADDENDUM NO. 1

2023-0009 North Road 1 East Street Improvements

Bid Open Date: Wednesday, April 24, 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 **29** page(s).

RFI RESPONSES:

1. *Is the usage of RAP allowed?*
Per section 321.5 of the Special Provisions, the use of RAP materials, per MAG Section 710.2.3, shall not be allowed for use on this project.
2. *How thick is the existing asphalt?*
We have coring data from a Report Soil Survey and Pavement Thickness Design for:
 - N. Reed Road – W. Road 1 North to W. Road 3 North
 - N. Road 1 East – Juniper Drive to Perkinsville RoadReport attached for your use.
3. *Is Builder's Risk Required?*
The Builder's Risk requirement is removed.
4. *Bid schedule does not have an item for required thickened edge 201Q. Is the quantity of asphalt for thickened edges included in the tonnage of asphalt for the street paving? Could an addendum bid item be added for thickened edge?*
The thickened edge is to be included in item 8 and the asphalt TONS quantity has been increased. See revised bid schedule.

IFB CHANGES:

1. Section 3.13(B)(5), **REMOVE** section 5 Builder's Risk Insurance.

2. Exhibit C, Price Sheet, **REMOVE** and **REPLACE** with revised Price Sheet dated 4/16/24.

BY 
Steven Sullivan, PE
Assistant Town Engineer

Date 4/18/24

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

BY 

Date 4/24/2024

BID SCHEDULE

For

TOCV NORTH ROAD 1 EAST IMPROVEMENTS PROJECT:

Page 1 of 3

BID SCHEDULE INSTRUCTIONS:

1. Bidders must bid on all items. This completed and signed BID SCHEDULE shall be included with the Contractors Bid.
2. All items will be paid for in accordance with the Special Provisions, Section 109 on a Lump Sum basis. The "ENGINEERS ESTIMATED QUANTITY" and the "CONTRACTORS UNIT PRICE" will be used as a means of computing progress payments and as a basis for any Change Orders incurred.
3. The Owner reserves the right to recalculate the following Schedules if they appear disproportionate.
4. Where the Contractors Total Amount differs from the product of the Engineers Estimated Quantity/Unit and the Contractors Unit Price, the Engineer reserves the right to calculate a new Contractors Unit Price based on the Contractors Total Amount. In any case, the Contractors Total Amount, as indicated on the Bid Schedule and the Form of Proposal, shall serve as the basis of the bid amount for the work.
5. The Unit Prices include all associated taxes, insurance, bonds, profit, etc. associated with each item of work.
6. The Contract Allowance bid item amount as included in the Bid Schedule shall be included in the Contractors Total Base Bid amount, in numbers and in words. This is a contingency item for additional work that will only be authorized for payment by the Town for additional items of work requested and authorized in writing by the Town on this project.

Bidder's Acknowledgement _____ Date _____

BID SCHEDULE – TOCV NORTH ROAD 1 EAST IMPROVEMENTS PROJECT:

Page 2 of 3

BASE BID

ITEM No	BASE BID - ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	CONSTRUCTION SURVEY, STAKING, AS-BUILT SURVEY & AS-BUILT PLAN PREPARATION, MAG SP 105.8 & 105.16	LS	1		
2	SAMPLES AND TESTING OF MATERIALS, MAG, SP 106.2	LS	1		
3	SWPPP, EROSION CONTROL DEVICES AND SEEDING SP 105.12	LS	1		
4	MOBILIZATION, MAG 109.10	LS	1		
5	AC REMOVALS, MAG 350	SY	14,070		
6	TRAFFIC CONTROL, MAG SP 401 & ADOT REQUIREMENTS	LS	1		
7	SUBGRADE PREPARATION (MAG 301), 8" SCARIFY AND RECOMPACT	CY	3,611		
8	4" ASPHALT CONCRETE SINGLE LIFT (MAG 3/4" MIX)	TONS	3,956		
9	8" THICK AB SHOULDER, MAG 702.1	CY	1,070		
10	9" ABC, MAG 702-1	CY	4,043		
11	6' WIDE CONCRETE VALLEY GUTTERS, MAG 240	SF	1,075		
12	21" X 15" (EQUIVALENT 18" ROUND) CORRUGATED METAL ARCH PIPE PIPE, 12 GAUGE	LF	140		
13	MAG 501-1 U-TYPE (MODIFIED) REINFORCED CONCRETE HEADWALL WITH SAFETY RAILS, MAG SP 505	EA	1		
14	MAG 501-1 L-SHAPE (MODIFIED) REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	EA	1		
15	MAG 501-1 STRAIGHT TYPE REINFORCED CONCRETE HEADWALL, MAG SP 505, EXTENDED LENGTH, WITH SAFETY RAILS	EA	1		
16	RIP-RAP & GEOSYNTHETIC FABRIC, D50=6" T=12"	CY	15		
17	RELOCATE FIRE HYDRANT	EA	2		

Bidder's Acknowledgement _____ Date _____

BID SCHEDULE – TOCV NORTH ROAD 1 EAST IMPROVEMENTS PROJECT:

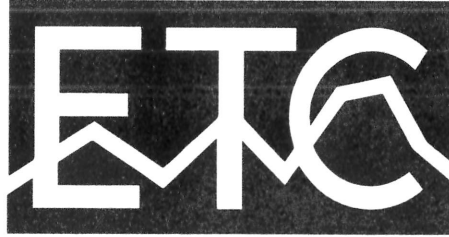
Page 3 of 3

ITEM No	BASE BID - ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
18	ADJUST VALVE BOX TO GRADE	EA	12		
19	ADJUST MH TO GRADE (INCLUDES WATER MH'S)	EA	5		
20	REPLACE WATER METERS AND BLOW OFF BOXES AND LIDS WITH TRAFFIC RATED BOXES AND LIDS PER MAG 319	EA	5		
21	RELOCATE MAILBOX	EA	11		
22	RELOCATE EXISTING FENCE	LF	1,530		
23	SIGNING & STRIPING	LS	1		
24	CONTRACT ALLOWANCE	LS	1	\$250,000.00	\$250,000.00
BASE BID TOTAL					

TOTAL BASE BID ITEMS IN NUMBERS: (\$) _____

In Words: _____

Bidder's Acknowledgement _____ Date _____



ENGINEERING & TESTING CONSULTANTS INC.

January 18, 2024

Town of Chino Valley
Attn: Mr. Steve Sullivan, PE
1982 Voss Drive, #201
Chino Valley, AZ 86323

**SUBJECT: REPORT OF SOIL SURVEY AND PAVEMENT THICKNESS DESIGN
FOR THE FOLLOWING ROADS IN CHINO VALLEY, ARIZONA:**

- **N. REED ROAD – W. ROAD 1 NORTH TO W. ROAD 3 NORTH**
- **N. ROAD 1 EAST– JUNIPER DRIVE TO PERKINSVILLE ROAD**

Dear Mr. Sullivan:

Engineering & Testing Consultants, Inc. (ETC) has completed the geotechnical engineering services for the proposed roadway improvements described above. Boring Location Maps are attached as Figures 1 and 2.

The purpose of this exploration was to determine the existing pavement structure and subsurface soil conditions along both road segments at the locations indicated, which provide a basis for the conclusions and recommendations for pavement thickness design and soil design factors.

This report discusses the general site conditions, laboratory test results, and provides pavement structure recommendations and suggested construction procedures and design parameters. These services were provided following accepted soil mechanics and engineering practices. We make no other warranty, either implied or expressed.

If soil conditions are encountered during construction that differ from those presented herein, this firm should be notified for evaluation.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

**417 NORTH ARIZONA AVENUE • PRESCOTT, ARIZONA 86301
928-778-9001**



Town of Chino Valley
Geotechnical Engineering Services – Reed Road & N. Road 1 East
Chino Valley, AZ
January 18, 2024
Page 2 of 9

PROJECT INFORMATION AND SITE CONDITIONS

We understand that the projects will include roadway improvements for a portion of N. Reed Road and N. Road 1 East.

Significant cracking and potholes were observed throughout both roads. A build-up of soil along the edges of the roads in areas appears likely to limit efficient drainage of surface water.

Some driveways/accesses to adjacent properties were observed to either not have culverts, or installed culverts were blocked, which can cause water in bar ditches to pond which can negatively affect road subgrade soils. This was more prevalent along **N. Road 1 East**. In addition, bar ditches and drainage along the edges of **N. Road 1 East** in areas appeared to be lacking adequate control of storm water drainage.

SUBSURFACE CONDITIONS

ETC performed a total of five (5) exploratory test borings along **N. Reed Road**. Four (4) borings were performed along **N. Road 1 East**.

The test borings were drilled in both southbound and northbound lanes using our truck mounted Mobile B-47 Drilling Rig equipped with a 4-inch diameter continuous flight auger and 4.5-inch diameter cutter head with carbide tipped fingerbit inserts. The borings were backfilled with auger cuttings and patched with a compacted cold mix of asphaltic concrete.

A more detailed description of the existing pavement structure and subgrade soil conditions encountered at each of the nine boring locations is included on the boring logs attached in Appendix A. Boring Location Maps are attached to this report as Figures 1 and 2.



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Geotechnical Engineering Services – Reed Road & N. Road 1 East
Chino Valley, AZ
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N. Reed Road – W. Road 2 North to W. Road 3 North

Borings B-1 through B-3 drilled along this section of N. Reed Road encountered approximately 2 to 3 inches of asphaltic concrete (AC) underlain by a thin older/weak layer of AC, chip seal, millings, granular select material, and/or base course material.

Clayey subgrade soils were encountered at depths of approximately 6¾ to 11¾ inches below the pavement surface.

The clayey subgrade soils consist of medium and medium-high plasticity Sandy Clay (CL) and Clayey Sand (SC).

Subgrade soils along this section of N. Reed Road are very weak, or soft/loose. The soils generally become firm at depths of 2 to 3.5 feet below the pavement surface. ETC is recommending pavement improvements include additional compaction and/or over-excavation along this section of N. Reed Road to adequately strengthen the very weak subgrade soils encountered.

N. Reed Road – W. Road 2 North to W. Road 1 North

Borings B-4 and B-5 drilled along this section of N. Reed Road encountered approximately ½ to ¾ inches of chip seal or asphaltic concrete (AC), aggregate base course material (ABC).

Clayey subgrade soils were encountered at depths of approximately 6¾ and 9 inches below the pavement surface in borings B-4 and B-5, respectively.

The clayey subgrade soils consist of medium and medium-high plasticity Sandy Clay (CL). The clayey subgrade soils encountered in this section of N. Reed Road were found to be firm, or stiff.

We are providing an option for this section of N. Reed Road that includes pulverizing/milling the existing pavement structure in-place with thorough compaction for a select subbase that can be overlaid with a new asphaltic concrete layer.



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N. Road 1 East – E. Perkinsville Road to Juniper Drive

Borings B-6 through B-9 drilled along this section of N. Road 1 East encountered approximately 3¾ to 6 inches of AC, ship seal, older/weak AC, and/or millings.

The asphaltic materials are underlain by 2 to 5¾ inches of what appeared to be relatively poor quality base course material and/or granular select material.

Clayey subgrade soils were encountered at depths of approximately 6¼ to 9.5 inches below the pavement surface.

The clayey subgrade soils consist of medium to high plasticity clayey soils (Sandy Clay, CL & Clayey Sand, SC). The clayey subgrade soils encountered were found to be firm, or medium dense/stiff.

We are providing an option for this section of N. Road 1 East that includes pulverizing/milling the existing pavement structure in-place with thorough compaction for a select subbase that can be overlaid with a new asphaltic concrete layer.

LABORATORY TESTING

Atterberg limits, gradation, and moisture content laboratory testing was performed for representative soil samples collected during the field operation. A summary of the laboratory test results is shown below in Table 1. Laboratory testing was performed in accordance with applicable ASTM standards.

As shown in Table 1, the subgrade soils encountered along both roads are typically very clayey, with medium and medium-high plasticity indices.



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TABLE 1
SUMMARY OF LABORATORY TEST RESULTS

Road	Boring	Depth	Liquid Limit (%)	Plasticity Index	Moisture Content (%)	Fines Content (%)	Gravel Content (%)	USCS
N. Reed Road	B-1	2 – 4	42	19	15.7	71	1	CL
	B-3	¾ – 2	33	14	10.9	43	12	SC
	B-4	1 – 4	36	17	14.6	66	3	CL
N. Road 1 East	B-9	1 – 3	37	19	10.0	38	3	SC
	B-8	1 – 2¼	44	22	17.9	63	2	CL

PAVEMENT STRUCTURAL SECTIONS

Site grading for pavement areas should be as outlined herein, to provide subgrade support of flexible pavements.

Efficient surface water drainage must be provided and maintained to help prevent excessive moisture infiltration into the subgrade soils.

Traffic volume data provided to us included up to 2,792vpd on this section of Reed Road, and up to 2,701vpd on this section of North Road 1 East.

We applied a traffic growth rate of 2% per year, a directional split of 60/40 for design lane, and a traffic composition that includes 2% heavy trucks.

The recommended pavement sections, discussed herein, were determined using design methods outlined in the Asphalt Institute's "Thickness Design-Asphalt Pavements of Highways and Streets," (MS-1) 9th ed., and other selected design parameters from ADOT Materials, "Preliminary Engineering and Design Manual," 1992 which are based upon AASHTO design guidelines.

Using the above data, ETC has determined the structurally equivalent full depth pavement sections presented in Table 2.



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Prepared subgrade soils in all roadway areas shall be proof-rolled to verify stable subgrade soil conditions prior to placement of the new pavement structure.

The recommendations provided herein are expected to function with periodic maintenance or overlays when the subgrade, base, and pavement are constructed in accordance with accepted construction standards.

**TABLE 2
PAVEMENT STRUCTURAL SECTIONS**

Road	Alternative	Asphaltic Concrete Thickness (inches)	Aggregate Base Thickness (inches)	Prepared Subgrade Thickness (inches)
N. Reed Road (W. Road 3 North through W. Road 2 North)	1	3	10	8
	2	4	7	8
N. Reed Road (South of W. Road 2 North)	1	3	11	8
	2*	4	8	8
N. Road 1 East (S of Perkinsville Rd through E. Road 2 North)	1	3	11	8
	2*	4	8	8
N. Road 1 East (S of E. Road 2 North)	1	3	9	8
	2*	4	6	8

*Note: Herein, ETC has discussed an option to pulverize the existing pavement structure in-place prior to installation of a new asphaltic concrete layer.

N. Reed Road – W. Road 2 North to W. Road 3 North

As discussed herein, subgrade soils along this section of N. Reed Road were found to be soft and loose and will require increased compaction for adequate stabilization.

Extended compaction with a large vibratory sheepfoot roller may be sufficient to stabilize the weak subgrade soils. Alternatively, the weak soils shall be over-excavated to a minimum depth



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of 12 inches. After thorough compaction of the exposed ground surface, the removed soils may be replaced in moisture conditioned and compacted lifts.

**N. Road 1 East &
N. Reed Road – South of W. Road 2 North**

If desired, the existing pavement structure along these road sections may be milled/pulverized in-place and blended with the underlying base material. However, depths of existing pavement materials varied significantly. Therefore, for this method of construction special care would need to be taken so as to not contaminate the blended pavement materials with the underlying clayey subgrade soils.

Four (4) inches of new asphaltic concrete could then be installed on the pulverized, blended, and compacted pavement materials, which would be in general conformance with Table 2.

This method of construction is likely not suitable north of Road 2 North on Reed Road, due the loose/soft subgrade soils that need to be addressed prior to installation of the new pavement structure.

Recycled Pavement Materials

We have discussed pulverizing of existing pavement with a pulverize/milling machine and blending of the underlying, granular material. Depths of existing pavement materials varied significantly. Therefore, during grading operations special care and attention must be taken so as to not contaminate the existing pavement materials with the underlying clayey subgrade soils.

If pulverized and blended existing pavement materials will be used, the proposed material should be sampled, and tested prior to use, to ensure the material has not become contaminated by the underlying clayey subgrade.

In addition, the existing pavement structure may be pulverized, thoroughly mixed, and incorporated into a new pavement section as a select subbase.

If desired, new ABC may be replaced with recycled/reclaimed pavement materials at a ratio of 1.25:1 (reclaimed select: new ABC). For example, 10 inches of recycled pavement materials may be used to replace 8 inches of new required ABC in Table 2.



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EARTHWORK

The exposed ground surface shall be scarified, moisture conditioned and compacted to a minimum depth of 8 inches prior to placement of new pavement structure.

The materials testing firm shall be contacted to observe that the ground surface has been adequately prepared prior to placement of aggregate base or subgrade fill.

All subbase fill required to bring the structured areas up to subgrade elevation should be placed in horizontal lifts not exceeding 8 inches compacted thickness. All soils within the roadway prism shall be compacted to a minimum relative density of 95% maximum dry density at a moisture content of +/-2% of optimum moisture content, per ASTM D698. Clay soils should be compacted at a moisture content range of -4% to +1% of optimum.

ETC recommends the observation of the grading operation with sufficient test to verify proper compaction and adequate moisture content.

N. Reed Road – W. Road 2 North to W. Road 3 North

As discussed herein, borings B-1 through B-3 drilled along this section of N. Reed Road encountered soft and loose clayey Subgrade soils to depths ranging from approximately 2 to 3.5 feet below the existing pavement surface.

ETC is recommending site grading work along this section of N. Reed Road include additional compaction to adequately strengthen the very weak subgrade soils encountered.

Adequate stabilization and compaction of the weak subgrade soils may be able to be accomplished with extended compaction using a large vibratory sheepsfoot roller. Alternatively, the weak subgrade soils may be over-excavated at least 12 inches. The exposed ground surface should be scarified, moisture conditioned, and thoroughly compacted prior to replacement of the removed soils in moisture conditioned and compacted lifts.



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LIMITATIONS

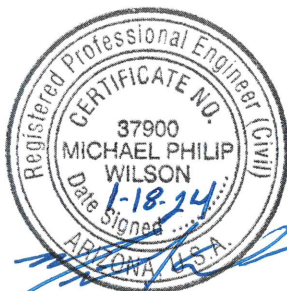
The recommendations in this report were prepared in accordance with accepted professional engineering principles and soil mechanics practices. We make no other warranty, either implied or expressed. If during subsequent planning and construction, conditions are different than as indicated, this firm should be notified for evaluation.

This report is not a bidding document. Any contractor reviewing this report must draw his own conclusions regarding site conditions and specific construction techniques to be used on this project. ETC has not reviewed building or grading plans for the proposed construction.

Engineering & Testing Consultants, Inc. is pleased to provide these services and we are available to discuss the results of this evaluation at your convenience.

Sincerely,

ENGINEERING & TESTING CONSULTANTS, INC.



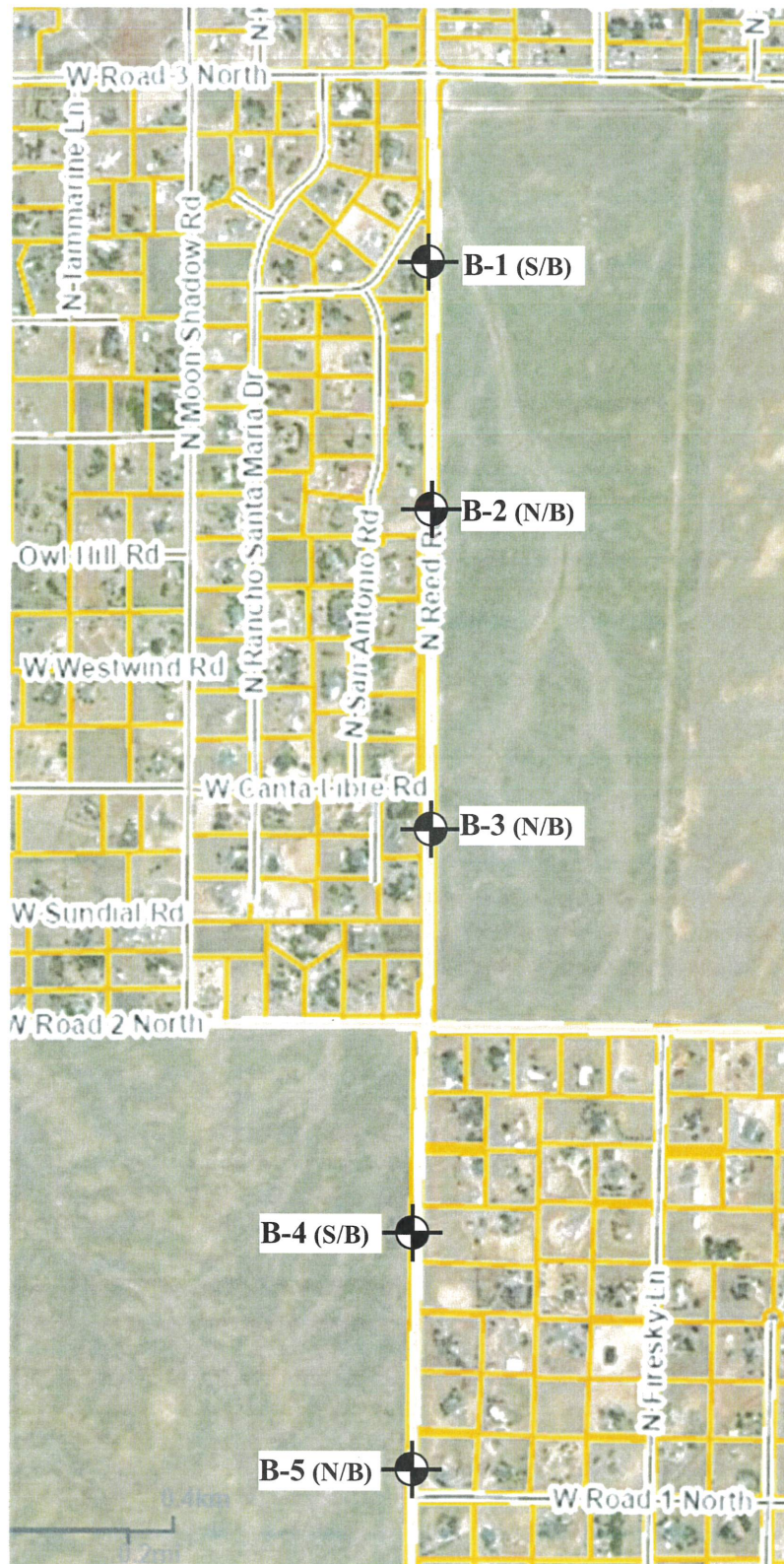
Michael P. Wilson, P.E.
Project Engineer



Reviewed by: Richard G. Kelley, P.E.
Project Manager

Attachment: Figures 1 & 2
Appendix A

cc: ETC File No. 12444



Legend



Approximate Boring Location



Engineering & Testing Consultants, Inc.

•Subsurface Drilling •Geotechnical •Environmental Support

Drawn by: others

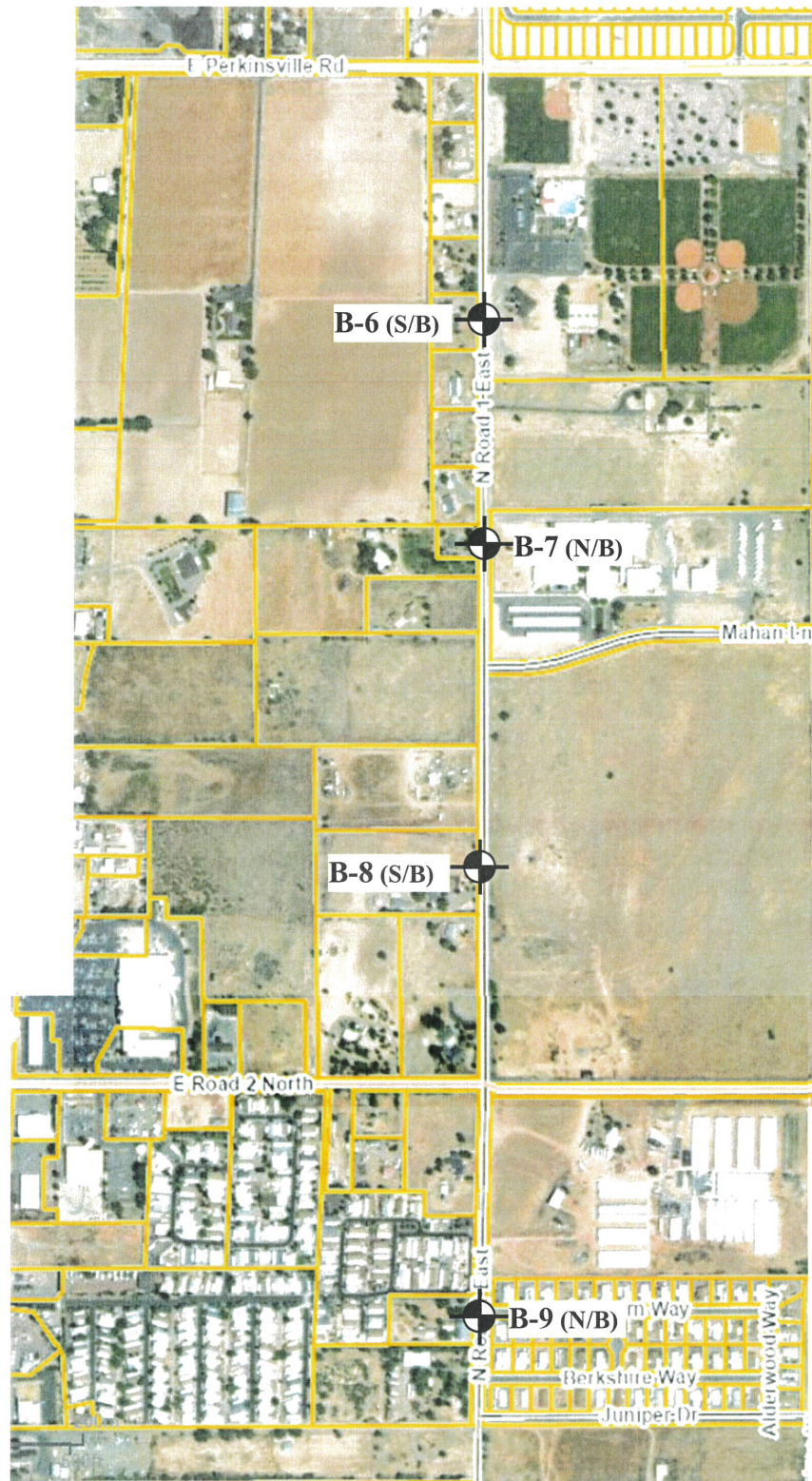
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Project No: ETC 12444 Page No:

FIGURE 1
BORING LOCATION MAP

N. Reed Road
Chino Valley, AZ





Legend



Approximate Boring Location



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Drawn by: others Date: 01/09/24
 Project No: ETC 12444 Page No:

FIGURE 2
BORING LOCATION MAP

N. Road 1 East
 Chino Valley, AZ



APPENDIX A

FIELD EXPLORATION

GENERAL NOTES

DESCRIPTIVE SOIL CLASSIFICATION:

Soil Classification is based on the Unified Soil Classification System and ASTM Designations D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine grained soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: Clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

CONSISTENCY OF FINE-GRAINED SOILS:

N-Blows/ft.	Consistency
0-2	Very Soft
3-4	Soft
5-8	Medium
9-16	Stiff
17-32	Very Stiff
33+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS:

N-Blows/ft.	Relative Density
0-3	Very Loose
4-9	Loose
10-29	Medium Dense
30-49	Dense
50+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL:

Description Term(s) (of Components Also Present in Sampling)	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY:

Major Component of Sampling	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES:

Description Term(s) (of Components Also Present in Sampling)	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

UNIFIED SOIL CLASSIFICATION SYSTEM*

				Soil Classification	
				Group Symbol	Group Name ^B
COARSE-GRAINED SOILS More than 50 % retained on No. 200 sieve	Gravels More than 50 % of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5 % fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel ^F
			$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F
		Gravels with Fines More than 12 % fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}
	Sands 50 % or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5 % fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I
			$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand ^I
		Sands with Fines More than 12 % fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}
FINE-GRAINED SOILS 50 % or more passes the No. 200 sieve	Sils and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}
		organic	Liquid limit – oven dried Liquid limit – not dried < 0.75	OL	Organic clay ^{K,L,M,N} Organic silt ^{K,L,M,O}
	Sils and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
			PI plots below "A" line	MH	Elastic silt ^{K,L,M}
		organic	Liquid limit – oven dried Liquid limit – not dried < 0.75	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,Q}
HIGHLY ORGANIC SOILS		Primarily organic matter, dark in color, and organic odor		PT	Peat

^A Based on the material passing the 3-in. (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12 % fines require dual symbols:

GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

^D Sands with 5 to 12 % fines require dual symbols:

SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains ≥ 15 % sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains ≥ 15 % gravel, add "with gravel" to group name.

^J If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29 % plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains ≥ 30 % plus No. 200, predominantly sand, add "sandy" to group name.

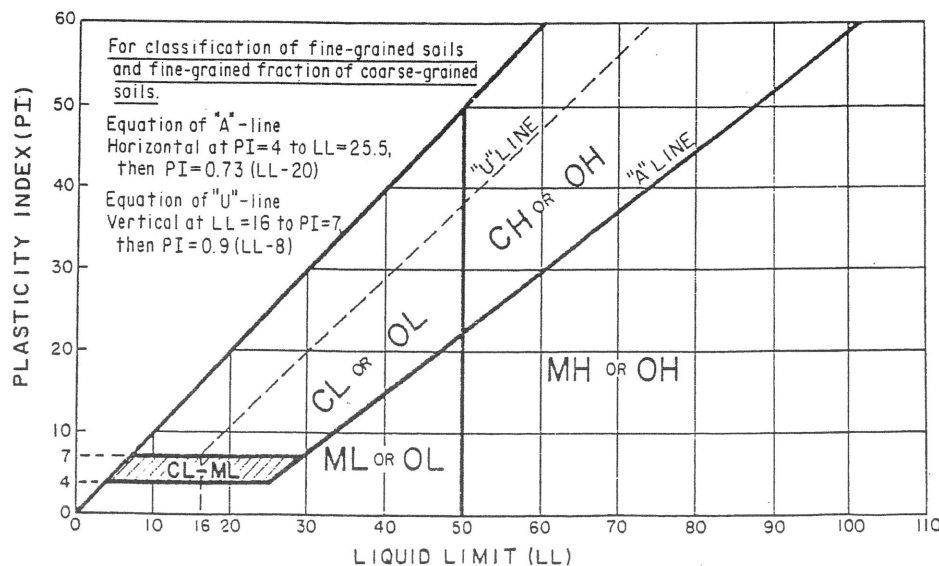
^M If soil contains ≥ 30 % plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



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KEY TO CLASSIFICATION
(Unified Soil Classification System)

TERMS & SYMBOLS



LOG OF BORING NO. B-1



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: N. Reed Road & N. Road 1 East

PROJECT NO.: 12444

CLIENT: Town of Chino Valley

DATE: 01-09-2024

LOCATION: N. Reed Road - See Figure 1

ELEVATION: ---

DRILLER: ETC

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	SAMPLERS	TEST RESULTS		Remarks
					Plastic Limit	Liquid Limit	
					Water Content - ●		
					Penetration - ▨		
					10 20 30 40 50		
	3" ASPHALTIC CONCRETE	AC					
	8-3/4" BASE COURSE MATERIAL	AB					Likely base course and millings material
1							
	CLAY WITH SAND, light brown, damp-moist, some calcification, Soft to Medium Stiff	CL					Soft Clay
2							
	Stiff						Stiff Clay
3							
4							
	Boring terminated at 4.5 feet depth.						
5							
6							
7							

This information pertains only to this boring and should not be interpreted as being indicative of the site.

LOG OF BORING NO. B-2



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: N. Reed Road & N. Road 1 East

PROJECT NO.: 12444

CLIENT: Town of Chino Valley

DATE: 01-09-2024

LOCATION: N. Reed Road - See Figure 1

ELEVATION: ---

DRILLER: ETC

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	SAMPLERS	TEST RESULTS					Remarks
					Plastic Limit	Water Content -	Liquid Limit	Penetration -		
	2" ASPHALTIC CONCRETE, newer	AC				●				
	1.75" WEAK AC OR CHIPSEAL	AC								
	3" BASE COURSE/GRANULAR MATERIAL	AB								
	CLAY WITH SAND, light brown to brown, moist, Soft	CL								Soft Clay
1										
2										
3										
4	Light brown, some calcification, Stiff									Stiff Clay
5	Boring terminated at 4.5 feet depth.									
6										
7										

LOG OF BORING NO. B-3



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: N. Reed Road & N. Road 1 East

PROJECT NO.: 12444

CLIENT: Town of Chino Valley

DATE: 01-09-2024

LOCATION: N. Reed Road - See Figure 1

ELEVATION: ---

DRILLER: ETC

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	TEST RESULTS		Remarks
				Plastic Limit Water Content - Penetration -	Liquid Limit	
	2" ASPHALTIC CONCRETE, newer	AC				Possible Chip Seal layer
	1.5" ASPHALTIC CONCRETE, Older/ Weak	AC				
	5" MILLINGS/SELECT MATERIAL	AB				
1	CLAYEY SAND, light brown to brown, high clayey fines, moist, Loose	SC				Loose
2	Light brown					
3	SANDY CLAY, light brown, damp- moist, Stiff	CL				Stiff Clay
4						
5	Boring terminated at 4.5 feet depth.					
6						
7						

This information pertains only to this boring and should not be interpreted as being indicative of the site.

LOG OF BORING NO. B-4



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: N. Reed Road & N. Road 1 East

PROJECT NO.: 12444

CLIENT: Town of Chino Valley

DATE: 01-09-2024

LOCATION: N. Reed Road - See Figure 1

ELEVATION: ---

DRILLER: ETC

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	TEST RESULTS		Remarks
				Plastic Limit	Liquid Limit	
				Water Content -		
				Penetration -		
				10	20 30 40 50	
	3/4" ASPHALTIC CONCRETE/ CHIPSEAL	AC				
	6" BASE COURSE MATERIAL	AB				
	SANDY CLAY, dark brown, moist, Medium Stiff to Stiff	CL				
1						
2						
3						
4	Stiff					
5	Boring terminated at 4.5 feet depth.					
6						
7						

LOG OF BORING NO. B-5



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: N. Reed Road & N. Road 1 East

PROJECT NO.: 12444

CLIENT: Town of Chino Valley

DATE: 01-09-2024

LOCATION: N. Reed Road - See Figure 1

ELEVATION: ---

DRILLER: ETC

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	SAMPLERS	TEST RESULTS					Remarks
					Plastic Limit	Water Content -	Liquid Limit	Penetration -		
	1/2" to 3/4" CHIPSEAL/AC 8.5" BASE COURSE MATERIAL	AC AB				●				
1	SANDY CLAY, orangish-brown, moist, Stiff	CL								
2	SANDY CLAY, light brown, med PI, Medium Stiff	CL								
3	Stiff									
4										
5	Boring terminated at 4.5 feet depth.									
6										
7										

LOG OF BORING NO. B-6



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: N. Reed Road & N. Road 1 East

PROJECT NO.: 12444

CLIENT: Town of Chino Valley

DATE: 01-09-2024

LOCATION: N. Road 1 East - See Figure 2

ELEVATION: ---

DRILLER: ETC

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	SAMPLERS	TEST RESULTS					Remarks		
					Plastic Limit	Liquid Limit		Water Content - ●	Penetration - 			
					10	20	30	40	50			
	2.5" ASPHALTIC CONCRETE	AC										
	1.5" MILLINGS-TYPE MATERIAL	AB										
	2.5" BASE MATERIAL, poor to fair quality.	SC										
1	CLAYEY SAND, brown to dark brown, moist, med-high PI, high clayey fines, Medium Dense											
2												
	Boring terminated at 2.5 feet depth due to utilities.											
3												
4												
5												
6												
7												

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DRILLING METHOD: Continuous flight auger

This information pertains only to this boring and should not be interpreted as being indicative of the site.

LOG OF BORING NO. B-9



ENGINEERING & TESTING CONSULTANTS, INC.

PROJECT: N. Reed Road & N. Road 1 East

PROJECT NO.: 12444

CLIENT: Town of Chino Valley

DATE: 01-09-2024

LOCATION: N. Road 1 East - See Figure 2

ELEVATION: ---

DRILLER: ETC

LOGGED BY: M. Wilson

DRILLING METHOD: Continuous flight auger

DEPTH (feet)	Description	GROUP SYMBOL	SOIL TYPE	TEST RESULTS					Remarks
				Plastic Limit	Water Content -	Liquid Limit	Penetration -		
	2-1/4" ASPHALTIC CONCRETE	AC							
	3-3/4" MILLINGS-TYPE MATERIAL								
	2" BASE COURSE MATERIAL, poor quality	AB							
1	CLAYEY SAND, dark to brown, moist, high PI, high clayey fines, Medium Dense	SC							
	Brown								
2									
3	Sandier								
4	Boring terminated at 3.5 feet depth.								
5									
6									
7									

KEY TO SYMBOLS

Symbol Description

Strata symbols



Asphaltic Concrete



Aggregate base material



Low plasticity
clay



Clayey sand

Soil Samplers



Bulk sample taken
from 4 in. auger

Notes:

1. Exploratory borings were drilled on 01-09-2024 using a 4-inch diameter continuous flight power auger.
2. No free water was observed at the time of drilling.
3. Boring locations were estimated from existing site features.
4. These logs are subject to the limitations, conclusions, and recommendations in this report.
5. Results of tests conducted on samples recovered are reported on the logs.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 5/14/2024
CONTACT PERSON: Katie Pehl, Finance Director, Cyndi Thomas, Community Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1253 adjusting fees for the Chino Valley Aquatic Center.

SUMMARY:

In 2018, the Town Council adopted Resolution No. 18-1115, establishing a fee structure for the Aquatic Center that progressively increased fees in 2018, 2019, and 2020. Since its implementation, the community's needs and the operational costs have evolved. Given that the existing fee structure has been in place for several years, a review was deemed essential to ensure that the Aquatic Center continues to provide high-quality, accessible aquatics programs to all residents. The study by Willdan Financial Services was commissioned to evaluate the current fees Town-wide, but in an effort to amend the aquatics fees prior to the 2024 season starting, this portion of the comprehensive fee schedule is being presented now.

The comprehensive fee analysis for aquatics led to several key recommendations, aimed at refining the fee structure to better align with community expectations while maintaining financial sustainability. These include:

- Maintaining the current rates for four fees (free admission and season passes for children under 3, season passes for family groups and additional family members).
- Eliminating two fees that are no longer utilized (adult swim lessons, private lessons).
- Reducing five fees to make programs more accessible while ensuring they remain financially viable (admission and season passes for those 55 and older, admission for family groups, youth swimming lessons, fitness program lessons).
- Consolidating nine fees to simplify the fee structure and improve user experience (admission and season passes for those aged 3-54, aquatics facility rental, lifeguards, and slide rental).
- Specifying the discounted rate for one fee (party room rental).

With the aquatics season approaching, timely implementation of these changes is critical. This will allow residents to benefit from the adjusted fees at the start of the season. Staff recommends the Council adopt these changes as outlined in the attached Appendix A, Modifications Report. This action will also involve repealing any conflicting resolutions to ensure clarity and consistency. This recommendation is presented with the intent of maintaining the Aquatic Center as a cornerstone of community health, wellness, and enjoyment, reflecting the evolving needs and values of Chino Valley residents.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1253, adjusting admission fees for the Chino Valley Aquatic Center and repealing conflicting resolutions.

FISCAL IMPACT?

The proposed fee adjustments at the Chino Valley Aquatic Center, including reductions and consolidations, are designed to maintain revenue, though a slight loss may occur initially. By making programs more affordable and simplifying the fee structure, the facility aims to attract a larger number of participants. This strategy is expected to enhance operational efficiency and improve customer satisfaction, supporting the facility's long-term financial sustainability and community engagement.

ATTACHMENTS:

1.	RES 2024-1253 - Aquatics Fee Schedule Update
2.	Appendix A - Modification Report - Aquatics (Res. 2024-1253)

RESOLUTION NO. 2024-1253

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADJUSTING ADMISSION FEES FOR THE CHINO VALLEY AQUATIC CENTER; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND DECLARING AN EMERGENCY.

WHEREAS, the current fee structure for aquatics activities at the Chino Valley Aquatic Center was enacted by Resolution No. 18-1115 in 2018 and remains unchanged to date; and

WHEREAS, Chino Valley Town Code § 32.40 allows the Mayor and Council of the Town of Chino Valley (the "Town Council") to adopt fees by resolution; and

WHEREAS, the Town is committed to providing high-quality, accessible aquatics programs to all residents; and

WHEREAS, an external fee study revealed that several fee adjustments are needed to ensure that the programs remain sustainable and continue meeting community quality and accessibility standards while also considering the financial impact on participants; and

WHEREAS, the recommendations through the external consultant and staff include no changes to four fees, elimination of two fees, reduction of five fees, specifying the discount rate for one fee, and consolidation of nine fees. These changes are displayed in Appendix A, Modifications Report, attached hereto as Exhibit 1 and incorporated herein by reference.

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

SECTION 1. The Chino Valley Aquatic Center Admission fees are amended to read as follows:

Description	Fee	Unit
DAILY USE		
Ages 0-2 Child	-	per day
Ages 3-54	3.00	per day
Ages 55 and Older	2.00	per day
Family -- 5 Immediate Family Members	10.00	per day
SEASON PASSES		
Ages 0-2 Child	-	per season
Ages 3-54	100.00	per season
Ages 55 and Older	85.00	per season
Family -- 5 Immediate Family Members	300.00	per season
Family -- Additional Members	50.00	per season

Description	Fee	Unit
LEARN TO SWIM		
Swim Lessons -- 8 sessions, 30 min each	45.00	per 8 sessions
Fitness Program Lessons -- 12 sessions, 1 hour each	45.00	per 12 sessions
AQUATIC FACILITY RENTAL		
Aquatic Facility Party Room Only (Party Package)	75.00	per 2 hour period
Aquatic Facility (1-200 guests; includes required lifeguards)	300.00	per 2 hour period
Aquatic Facility (201-400 guests; includes required lifeguards)	400.00	per 2 hour period

SECTION 2. The immediate operation of this Resolution is necessary to preserve the public peace, health, and safety, particularly to ensure the adjusted fees take effect prior to the start of this year's aquatics season; an emergency is hereby declared to exist, and this Resolution is in full force and effect immediately.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of May 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

I hereby certify that the above foregoing Resolution No. 2024-1253 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 14, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1253

[Modifications Report]

See the following pages.

APPENDIX A – MODIFICATIONS PROPOSED MAY 14, 2024 – AQUATICS

Proposed Action	Fee Description	Current Unit of Measure	Current Amount	Current Fee Authorization	Proposed Unit of Measure	Proposed Amount	Notes
No Change	Admission - Ages 0-2 Child	Per Day	0.00	Res. 18-1115	Per Day	0.00	
Modify/ Reduce	Admission - Ages 3-17	Per Day	3.50	Res. 18-1115	Per Day	3.00	New fee description will be "Admission – Ages 3-54"
Modify/ Reduce	Admission - Ages 18-54	Per Day	4.50	Res. 18-1115			
Reduce	Admission – Ages 55 and Older	Per Day	3.50	Res. 18-1115	Per Day	2.00	
Reduce	Admission – Family (5 Immediate Members)	Per Day	16.00	Res. 18-1115	Per Day	10.00	
No Change	Season Pass - Ages 0-2 Child	Per Season	0.00	Res. 18-1115	Per Season	0.00	
Modify	Season Pass - Ages 3-17	Per Season	100.00	Res. 18-1115	Per Season	100.00	New fee description will be "Season Pass – Ages 3-54"
Modify/ Reduce	Season Pass - Ages 18-54	Per Season	160.00	Res. 18-1115			
Reduce	Season Pass – Ages 55 and Older	Per Season	100.00	Res. 18-1115	Per Season	85.00	
No Change	Season Pass – Family (5 Immediate Members)	Per Season	250.00	Res. 18-1115	Per Season	250.00	
No Change	Season Pass – Additional Family Member	Per Season	30.00	Res. 18-1115	Per Season	30.00	
Reduce	Youth Swim Lessons – 8 sessions, 30 min each	Per 8 Sessions	55.00	Res. 18-1115	Per 8 Sessions	45.00	
Eliminate	Adult Swim Lessons – 4 sessions, 1 hour each	Per 4 Sessions	55.00	Res. 18-1115	N/A	N/A	Fee not utilized.
Reduce	Fitness Program Lessons – 9 sessions, 1 hour each	Per 9 Sessions	55.00	Res. 18-1115	Per 12 Sessions	45.00	
Eliminate	Private Lessons – 9 sessions, 1 hour each	Per Hour	20.00	Res. 18-1115	N/A	N/A	Fee not utilized.

APPENDIX A – MODIFICATIONS PROPOSED MAY 14, 2024 – AQUATICS

Proposed Action	Fee Description	Current Unit of Measure	Current Amount	Current Fee Authorization	Proposed Unit of Measure	Proposed Amount	Notes
Modify	Aquatic Facility, 2 hour minimum, 1-200 guests	Per 2 Hours	170.00	Res. 18-1115	Per 2 Hours	300.00	New fee description will be “Aquatic Facility Rental (1-200 guests)” Includes required lifeguards and slide rental.
Modify	Lifeguards, minimum 3, 2 hour minimum 1-200 guests	Per 2 Hours	100.00	Res. 18-1115			
Modify	Slide Rental	Per Rental	60.00	Res. 18-1115			
Modify	Aquatic Facility, 2 hour minimum, 201-400 guests	Per 2 Hours	170.00	Res. 18-1115	Per 2 Hours	400.00	New fee description will be “Aquatic Facility Rental (201-400 guests)” Includes required lifeguards and slide rental.
Modify	Lifeguards, minimum 3, 2 hour minimum 201-400 guests	Per 2 Hours	170.00	Res. 18-1115			
Rate Discount	Discounted Rate for Aquatics Facility Party Room Only (Party Package)	Per 2 Hours	75.00	Res. 18-1115	Per 2 Hours	75.00	



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 5/14/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to appoint members to the Capital Improvement Program Citizen's Advisory Committee.

SUMMARY:

The Council Appointments Subcommittee met on April 30, 2024, to review applications and forward a recommendation of appointment to the newly created Capital Improvement Program Citizen's Advisory Committee (CIPCAC). Based on their review of all applications filed, the Subcommittee recommends the following individuals to the committee:

- Michael Ditta
- Sherri Klein
- Paul Taylor
- Gary Warren
- Rob Zazueta

PREVIOUS ACTION:

The Town Council approved the creation of CIPCAC on March 26, 2024.

STAFF RECOMMENDATION:

Appoint applicants to the Capital Improvement Program Citizen's Advisory Committee per the recommendation of the Appointments Subcommittee.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Michael Ditta - Redacted
2.	Sherry Klein - Redacted
3.	Paul Taylor - Redacted
4.	Gary Warren - Redacted
5.	Rob Zazueta - Redacted
6.	Beverly Wilson - Redacted
7.	Curt Beckner - Redacted

8.	Deborah Davis - Redacted
9.	John Bates - Redacted
10.	Rachelle Fernow - Redacted
11.	Sharon Main - Redacted
12.	Tina Grieger - Redacted

Application for Public Body Appointment

Step 1

Public Body Applying For	<i>Field not completed.</i>
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Michael
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Last Name	Ditta
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Residence Address	<i>Field not completed.</i>
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Mailing Address	
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	6 years
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	Chino Valley Board of Adjustments - 6 years and currently a member. Also, Chino Valley Municipal Property Corporation -
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of the public body, the municipality served in, and length of time served.	5 years and the Chino Valley Industrial Development Authority - 5 years.
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Why would you like to be appointed to this position?	I am interested in helping the community by participating in an advisory role for the improvements which may be needed as well as for the improvements that are needed.
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What do you believe is the key responsibility of this position?	To listen, to evaluate and then to advise what Capital Improvements may be needed by prioritizing the needs of the community, the available capital needed as well as the validity of completion in a timely manner.
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What experience, skills, and qualities would you bring to this position?	15 Years as a Senior Planner for Southern California Edison. Responsibilities included advising Cities on needed road repairs, expenditures for water and sewer as related to SCE's modifications. Worked with multiple City Managers and Planning Commissioners with expertise on capital expenditures which may be required. Literate on the current Chino Valley UDO.
--	--

To help our review committee get to know you better, please attach a RESUME or SUMMARY of previous training, skills, and experience.	Mike Ditta Capital Expenditures Committee Application Resume April 8 2024.pdf
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Date Application Submitted	4/8/2024 12:00 PM
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Michael Ditta

Chino Valley AZ. 86323–

Summary of Skills

- 15 years working in Distribution Design & Construction industries
- Designed SCE large scale commercial and residential electrical requirements
- Worked with City Agencies on state and federal regulations involving electrical design and the city's General Plan.
- Currently am a member of the Board of Adjustments. Was a member of Chino Valley's Municipal Property Corporation and Industrial Development Authority.

Experience

Senior Planner for Southern California Edison
2003 – 2018 SCE, Ontario District, Ontario CA

- Design and manage projects for commercial and residential developments
- Work with city personnel, such as Public Works, Planning and Zoning along with General Managers to insure that electrical requirements are kept within the City's guidelines.
- Attend Town Council meeting to deliver proposals and answer questions on safety, easements, and construction requirements.
- Provide environmental reviews within the scope of the project for safe construction.
- Consult with City officials on financial requirements, budgets and funding for City mandated projects.

Education

Trinity College and University
1995-1998

- Bachelor of Science Degree
- Graduated with a 3.0 GPA

Riverside City College
1973-1975

- Associate Arts Degree
- Graduated with a 3.3 GPA

Corona Senior High School
1966-1969

- High School Diploma
- Graduated a 3.7 GPA

Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Sherry
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Last Name	Klein
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Residence Address	[REDACTED]
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Mailing Address	[REDACTED]
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Phone Number(s)	[REDACTED]
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Email Address	[REDACTED]
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	10 1/2 years
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	No
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

To help guide the city in the proper direction of positive growth.

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

To give opinions and ideas assisting the town council or other bodies of government

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

I have been retired for 17 years. I do have a law enforcement background. People skills, and the desire to improve our community

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

Field not completed.

Date Application Submitted

4/16/2024 8:00 AM

Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Paul
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Last Name	Taylor
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Residence Address	
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Mailing Address	
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	2
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	No
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

I would like to provide a conservative point of view on Capital Improvements.

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

To review potential projects and provide important feedback to staff on funding priorities for the Town.

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

I have worked for almost 40 in the Water Utilities industry budgeting and executing Capital improvement plans.

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

[Chino Valley Resume.doc](#)

Date Application Submitted

4/15/2024 2:00 PM

Paul D. Taylor

[REDACTED]
Chino Valley AZ 85363
Cell [REDACTED]
Email: [REDACTED]

PROFESSIONAL EXPERIENCE

Operations Manager Central Division, EPCOR – 2017 – Present

- Responsible for a 29 personnel workforce of multiple career disciplines, department supervisors, utility workers, line locators, field service representatives, meter readers and a warehouse worker.
- Responsible for the safe supply of potable water to over 97,000 connections supplying water to Sun City, Sun City West, Peoria, Surprise, Goodyear and Buckeye. This includes over 11,000 fire hydrants, 15,000 water main valves and 1300 miles of piping.
- Coordinate and oversee projects with other departments such as Engineering, Water Quality, Development Services, and Production.
- Implement operation efficiencies to reduce operational cost and improve the level of service to customers.
- Advise upper management on critical operations and important operational field activities.
- Develop and maintain a capital budget of over \$5 million dollars.
- Maintain department files; collect and compile statistical data; prepare monthly management reports.

Operations Supervisor, EPCOR Water – 2007 - 2017

- Responsible for a workforce of 10 personnel and the operation of 94 water treatment facilities consisting of Arsenic Treatment Facilities, potable and irrigation wells, and numerous booster pumping stations with ground storage reservoirs, supplying potable water and irrigation water to Sun City, Sun City West, Peoria, Surprise, Goodyear and Buckeye.
- Directed crews, prioritized activities, scheduled maintenance, coordinated projects with other departments such as Engineering, Distribution, and SCADA
- Developed and maintained budgets, managed purchase card accounts, assigned proper accounting codes on invoices, placed chemical orders as required, maintained chemical supplies.
- Worked safely with highly hazardous chemicals such as chlorine gas, sulfuric acid, muriatic acid, sodium hydroxide, ferric chloride, sodium hypochlorite, and polymers.
- Trained personnel on water systems and plant operations and performed new facility start-ups.
- Ensured regulatory compliance; maintained pristine facility appearance and provided a safe, clean and orderly work environment in all facilities.

Infrastructure Superintendent, United States Air Force Lakenheath AFB England - 2003 - 2005

- Oversaw daily operations of 78 military and civilian personnel in three separate work centers
- Responsible for inspection, maintenance and repair a \$13.6 billion infrastructure system including all water/waste systems, water/wastewater treatment, liquid fuel systems and Heating Ventilation and Air Conditioning Systems (HVAC) systems
- Planned, prioritized, assigned crews, reviewed plans and scheduled work orders
- Managed preventative operational maintenance and recurring work programs in a consolidated maintenance management system.
- Maintained work order data base, reviewed work order completion benchmarks to ensure effective and reliable customer service and on time work order completion standards
- Windows computer software proficient – Outlook, Excel, Word, Power Point and other programs
- Managed annual resource budget of over \$200,000
- Wrote and reviewed personnel performance reports, awards, and decorations

Superintendent, Utilities Systems, United States Air Force Luke AFB Arizona

- Responsible for all water and wastewater functional areas; plumbing, wastewater/water plants
- Supervised and trained crews within assigned areas of responsibility and oversaw work in progress
- Managed an annual resource budget of over \$500,000
- Prioritized work orders, scheduled work/crew assignments, input labor and maintained time cards
- Maintained daily work records, prepare written statistical reports of work done and materials used
- Worked with computers and application software for reoccurring maintenance management programs
- Coordinated projects with engineers, contractors, and appropriate agencies for timely completion
- Managed Backflow Prevention/Cross Connection Control Program of 327 devices
- Counseled personnel on professional and personal issues facing them in an Air Force career

WORK HISTORY

2017 – Present	EPCOR	Operations Manager
2007 – 2017	EPCOR Water	Operations Supervisor, Sun City AZ
2006 – 2007	Arizona American Water	Senior Water Plant Operator, Sun City AZ
2005 – 2006	Arizona American Water	Assistant Wastewater Plant Operator, Sun City AZ
1984 – 2005	United States Air Force	Utilities Systems, Worldwide

EDUCATION

Masters of Arts (MA) in Management and Leadership, Webster University

Bachelor of Science (BSOE) Occupational Technology, Wayland Baptist University

Associates of Applied Science (AAS) Construction Trades Technology, Community College of Air Force

Professional Certifications

- Arizona Department of Environmental Quality (ADEQ) Grade 4 Water Distribution Certification
- Arizona Department of Environmental Quality (ADEQ) Grade 4 Water Treatment Certification
- Arizona Department of Environmental Quality (ADEQ) Grade 4 Wastewater Treatment Certification
- Arizona Department of Environmental Quality (ADEQ) Grade 4 Wastewater Collection Certification

Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Gary
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Last Name	Warren
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Residence Address	
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Mailing Address	
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	35 years
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	Chino Valley Board of Adjustments 1 year
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

To participate in the planning of the town.

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

To evaluate large budget spending items and give the council public input on those items.

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

Budget evaluation for non profit organizations, fire district board, and businesses.

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

Field not completed.

Date Application Submitted

5/16/2024 6:30 PM

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

APR 15 2024

Sara Burchill

Clerk's Office
By: JEB 8:54 a.m.

From: noreply@civicplus.com
Sent: Thursday, April 11, 2024 6:17 PM
To: Clerks
Subject: Online Form Submittal: Application for Public Body Appointment

Application for Public Body Appointment

Step 1

Public Body Applying For Capital Improvement Program Citizen's Advisory Committee

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

First Name Rob

Last Name Zazueta

Residence Address

Mailing Address

Phone Number(s)

Email Address

Is your residence within Town limits? Yes

How long have you lived in the Chino Valley area? 23 years

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

Are you related to any Town employee? No

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

Step 2

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

No

Why would you like to be appointed to this position?

I have served this community as a Firefighter for 23 years and I am raising my family in Chino Valley. I am passionately interested in the success of our community.

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

To establish researched information and report to Council with the appropriate information to make a decision

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

I provide organizational leadership and insight into the community of a younger demographic.

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

Field not completed.

Date Application Submitted

4/11/2024 6:00 PM

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

PLEASE BE AWARE THIS MESSAGE CAME FROM A SENDER OUTSIDE THE TOWN!

Application for Public Body Appointment

Step 1

Public Body Applying For	<i>Field not completed.</i>
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Beverly
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Last Name	Wilson
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Residence Address	
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Mailing Address	
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	4 yrs
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

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

No

Why would you like to be appointed to this position?

To the committee, yes

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

To assist with responsible long term decisions to sustain and grow the Chino Valley community while keeping the friendly rural feel that is so unique.

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

I've 30 years of corporate leadership experience, well traveled within the US and Canada. My business experience involved several community growth situations and I've raised horses and dogs all my life in rural settings.

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

[inbound6346362349372168437.doc](#)

Date Application Submitted

4/15/2024 10:51 AM

BEVERLY WILSON

Chino Valley, AZ 86323

Mobile: [REDACTED]

SUMMARY

An accomplished leader with 25 years' experience working in the contact center and call center environment primarily with Fortune 500 companies. A proven high performer with substantial experience in start-up operations. Expertise in all facets related to the contact center industry including business administration, customer service management, adaptive leadership, sales, support operations, training, metric and performance management, with substantial experience managing remote employees. Flexible and nimble in fast paced dynamic environments. Adept at building strong relationships, solving complex organizational problems, ability to quickly spot trends and stimulate productivity, able to balance human needs while meeting operational and financial objectives. Familiar with various systems; Salesforce, CMS, Nice, Oracle, Citrix, ServiceNow, Genesys, Microsoft, Avaya, IEX, etc.

- Strategic Planning and Forecasting, Budget Forecasting and Management
- Thorough Understanding of Contact Center Technology and Process
- Experience Partnering, Collaboration with Cross Functional Teams
- Client Relationship Management (CRM)
- Positive Solutions Through Coaching, Mentoring & Performance Management
- Insightful/Flexible in Fast Changing Environments
- Business and Contact Center Start-up Operations
- B2B/B2C Sales & Service, Phones/Chat/Email, Help Desk
- Adaptive Leadership Through Team Coaching, Motivation, Training
- Creating & Implementing KPI's for Customer Service, Sales, Operations
- Creative, Critical Thinking Problem-Solving Skills
- Benchmarking/Process Improvement for Best Practices
- Experienced Outsource/Third Party Vendor Manager
- Seasoned Customer Experience Leader and Business Administrator
- Recruiting and Interviewing Process and Skills

PROFESSIONAL EXPERIENCE

NEALABC & ASSOCIATES, Phoenix, AZ

3/2018 – Current

Senior Consultant – Coach, Trainer

Provide services to meet client needs in a variety of industries from online marketing services, travel & leisure, home insurance, retail products and services and more.

Acted as 'interim sales manager' until the permanent manager could be selected.

Assisted with selection process of senior staff, conducted needs assessments, acted as performance improvement coach

Functioned as liaison between management and account managers during high growth and transition periods.

Contracted to develop specific training agendas and materials to increase sales contacts, build customer service skills, and improve cold call process and follow-up practices.

Helped coach management and staff on the effective utilization of CRM system

Developed 'onboarding' programs to help new employees in multiple departments assimilate quickly into the company culture.

Experienced in:

- Strategic planning at all levels of the organization; from the executive team, department and individual
- Setting measurable goals and objectives for individuals and teams
- Sales process, pipeline management, training and coaching
- Management and leadership practices for ongoing performance improvement
- Provide a systematic meeting/coaching agenda and process for individual and team meetings
- Provide proven recruiting and onboarding processes that get the right person in the door

FIRST AMERICAN HOME WARRANTY Phoenix, AZ

2/2017 – 10/2018

Sr Manager of Sales and Service

Responsible for three inside sales teams in three locations, one was a third-party offshore vendor, staff of upwards of 150+ people and expanding. Worked closely with marketing to drive sales through renewal and new customer contracts. Also, responsible for retention efforts to proactively contact our customers to prevent cancellations and process payment arrangements through proactive collections activities.

- Increased headcount by more than 60% within 6-months; utilized cross departmental teams, panel interviews, and outside vendors for planned growth for national coverage.
- Inside Sales processed close to a million dials per year, answered more than 100,000 inbound calls, and we increased results to 6% CR.
- Increased individual productivity from 2.5 hours/day to an average of 4.5-5 hours/day within 4 months by changing contest and recognition tactics, and adapting front line supervisor and manager call feedback requirements

RV CRUISE AMERICA, Mesa, AZ

2012 – 8/2016

Global Revenue and Training Manager

Responsible for managing two call center sales and service teams totaling just over 50 people. Partnered with Regional Sales managers to manage rental counter sales and service for 150 locations throughout the US and Canada. Responsible for the maintenance of the national event calendar and management of the daily rates for all locations for effective revenue management and efficient vehicle utilization. Responsible for development and implementation of leadership performance and career-pathing programs.

- Developed and implemented cross training to combine both sales and service teams. Implemented, staffed, and trained chat services. Designed outbound sales campaigns.
- Developed hiring profiles and recruiting processes for planned growth and decreased turnover. Increased reservation bookings and revenue year over year by more than 10%. Moved Close Rates from 8% to 16% and sustained the increase consistently for more than 3.5 years.
- Team member managing SEO on internet advertising, social media management, and website development and design; managed marketing campaigns offered in digital/hard copy national road and sports magazines.

GOOGLE, Tempe, AZ

2010 - 2012

Certified Adwords Account Manager

Responsible for developing and managing advertising accounts. Accounts for large and small businesses on a national basis. Certified in two levels of advertising for CPC and Display ads for mobile devices, social networks, YouTube, organic places listings, map placements, and web site optimization.

VANGENT, INC., Phoenix, AZ

2008 - 2010

Western Regional Manager

Managed the operations for multiple seasonal centers that ramped from 250 to 1800+ employees for up to a six-month season with more than 26 million calls processed each year. Centers were multi-dimensional customer service experience operations that included inbound calls, email and Web Chat. Sites consistently held *customer satisfaction quality rankings of first, second and fourth* out of six.

- Adaptive leadership and strong business administrative skills led a team for the start-up of a 700+ seat Florida center to support anticipated increased inbound call volumes. Lauded as "an orchestrated symphony of success" – 2009.
- Successfully sponsored and edited an enterprise-wide retention program taking preventative action to reduce employee turnover by more than 28% within a 12-month period.
- Developed a "nesting" program to assist new hire CSRs from the training environment to operations, which improved productivity and helped to reduce turnover of new associates. Recognized as "the" innovative solution of the year – 2008.

FTD, Medford, OR

2006-2008

Call Center Director

Responsible for a six-month seasonal center that ranged from 150 to 400 representatives. Managed performance metrics that included sales order size, sales conversion standards, collections, and performance metrics.

- Using adaptive leadership skills conducted needs assessments to move team customer satisfaction rates to 1st in seven months
- Increased average order size by more than 15% and increased the conversion rates to more than 20% over the same time the previous year with training and customer service performance management focused on "buying signs" and closing sales skills.
- Developed an internal career path that was adopted by all centers within the company for stronger retention and improved attendance due to a more employee self-directed decision and job ownership focus.
- Developed a Sr leadership skills training for new managers as an initial internal career path program

St. Petersburg Times Newspaper, St. Petersburg, FL

2005-2006

Customer Relations Manager

Reorganized and grew a regional sales and service center to support Circulation and Classified sales. Project Mgr for installation and configuration of a new Aspect phone switch, TCS and CMS systems.

- Increased functionality thus impacting the bottom-line sales with an increase of more than 22%
- Improved sales by training up-sell techniques that led incentive monies up to \$1200/month/representative by leading the team to increase annual subscriptions (vs. 26 and 13mo.) from 10 to 45% over nine-month period.

Bear Creek Operations, Inc. Hebron, OH

2003-2005

Call Center Manager

Managed a seasonal team of 1800 associates and a year-round staff of more than 200, with an annual operating budget of over \$16 million. Increased company sales revenue by 7.4% in one year, through improved lead capture procedures, recognition programs, improved front-line leadership and increased CR by 4% in a six-month period

- Implemented installation of Nice quality monitoring system, designed and managed the quality team.

Adelphia Communications, Chillicothe, OH

2001-2003

Senior Operations Manager

Managed staff of 250 in national contact center, handling all contact center communications by supporting sales and billing for local and long-distance voice services, High Speed Internet, broadband, and web services. Responsible for 24/7 dispatch, receivables, collections, technician's installation/repair scheduling, and all inbound/outbound call processing.

- Implemented CTI technology using Genesys platform to leverage skill-based routing and CRM. Implemented installation and developed procedures to support the new Avaya Divinity phone switch, IEX scheduling software, and the Witness quality monitoring software.

Sprint PCS, Irvine, CA

1997-2001

Contact Center Director

Created and implemented a strategic operating plan expanding inbound and outbound staff from 50 to more than 1000 in one year. Developed and was accountable for an annual operating budget in excess of \$40 million and the execution and management of \$17.7 million in vendor service contracts.

- Implemented monitoring and quality assurance programs resulting in a reduction of average call processing time from 7 minutes to 4 minutes. Earned the **J.D. Power & Associates Customer Satisfaction Award, for Wireless providers, in the San Diego market.**

EDUCATION

Bachelor's Degree, Business Communications, Ohio University, Athens OH.

MBA, National University, Sacramento, CA (2 semesters remaining)

Business training certifications upon request

Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Curt
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Last Name	Beckner
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Residence Address	
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Mailing Address	
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	No
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How long have you lived in the Chino Valley area?	7 years
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	No
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

Be a part of community planning

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

Funding planning and outcome

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

Successful management of Depot Level maintenance for 14 Space Weapons Systems at HQ AF Space Command. Ground station scheduled maintenance and upkeep

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

Field not completed.

Date Application Submitted

4/19/2024 3:50 PM

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Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Deborah
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Last Name	Davis
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Residence Address	
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Mailing Address	
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	1yr
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	I have not
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

I am interested in budget work; I would like to participate in community services to benefit my new community; I am interested in the duties and needs of the different departments w/in this body and how they impact the community and would like to support that.

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

to work together with other members to develop a fiscally responsible budget that reviews the needs and request of the different projects and departments and that meets the community needs without wasting resources.

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

I have worked primarily in the healthcare field, but am familiar w/the budgeting process through sitting in on budget meetings in hospitals as well as clinics. Identifying goals, who would benefit from funds and services. I have also co-owned a private business w/ex-husband and was responsible for customer service, inventory management, sales, advertising, managing payroll and budgeting. I have also worked as a bookkeeping assistant to verify consumer purchases w/inventory and customer orders. I have worked in sales and fast food. I am detail-oriented, future-view oriented. I like to examine the whole picture which, I think, would be beneficial in understanding what is needed for the street/utilities/facilities budget and how that would benefit the community. I can see more than one side in a conversation.

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

[Resume2023.docx](#)

Date Application Submitted 4/15/2024 3:00 PM

Resume

Deborah R Davis, MSN/FNP
[REDACTED]

email: [REDACTED]

Phone: [REDACTED]

Summary:

I have been a licensed RN since 1990. I graduated from Gonzaga University in 2005 with a Master's Degree in Nursing and was credentialed as a family NP later that year. I have over 40 years of experience in the medical field in a variety of roles including emergency medicine and trauma, neurology, renal, endocrine, pulmonary, surgical, orthopedic, wound care, OB/GYN, addiction, palliative care and psychology. I have instructed nursing staff and civilians in emergency care, diabetic care and CPR. Although I have worked predominantly with adult and geriatric clients, I have some experience working with children and adolescents. I have worked collaboratively with other health fields to understand how they help our clients and how I can support their efforts. I am familiar with ICD-10 coding. My primary focus has been to enable our clients to remain healthy, to understand their health care issues and to be able to take an active role in management and decision-making of those health problems. I appreciate the myriad opportunities nursing has provided me and enjoy sharing what I know with others as well as building my knowledge base.

Work History:

12/2021-3/2023: ARNP: AleraCare Infusion Clinics, Prescott AZ. My chief occupation was to administer IV and sub-cutaneous medications for autoimmune disorders (MS, Crohns, Ulcerative Colitis, HIV) as well as other disorders (anemia, arthritis, osteoporosis, asthma, urticaria). Medication education is an important part of my work. Although this was not my primary work expectation, I educated clients regarding their health problems and possible methods to use to help alleviate some of their symptoms (stretches, exercises, dietary changes, medication interactions). I managed 2 clinics during this time. I was responsible for inventory (medication and supplies), scheduling and cleaning.

8/2018-1/2/2020: ARNP: TeamHealth, Spokane WA. I provided medical care for residents in skilled nursing/post-acute care facilities. This included managing chronic co-morbidities, communication with resident family members and facility staff and client/staff/family education. I managed care for residents temporarily staying at the facilities as well for nursing care, rehab and discharge planning after surgery, trauma or a significant change in their over-all health. This often included coordinating care with other providers outside the facility.

3/2014-2/2018: ARNP and Medical Manager: Spokane Regional Health District, Spokane WA. My primary role was to provide out-patient treatment for clients who were addicted to opioids. Drug treatment also addressed addiction to methamphetamine, alcohol and benzodiazepines. Other care included providing general medical care until our clients were accepted by other general providers. Many of our clients were pregnant and required aggressive prenatal care. I was specially credentialed by SAMHSA to prescribe and manage methadone. Other medications included Buprenorphine/Naloxone and Acamprosate. Another area of care addressed mental health problems (schizophrenia, Bipolar, depression and multiple-personality disorder).

5/2013-3/2014: ARNP: Rockwood Clinic (now Community Health Services), Spokane, WA. I provided general health care to adults, geriatric clients and school-age children. I spent the first 3 months assisting physicians and other staff at a bariatric weight-loss clinic preparing them for surgery and for life-style changes after surgery.

2/2013-5-2013: ARNP: StaffCare. I worked in a locum tenens position at the SeaMar Community Health Services Clinic in Everett, WA. I provided general medical care for clients of all ages in a predominantly Hispanic community. Other cultures were represented as well. Client healthcare needs included diabetes, heart disease, musculoskeletal and mobility concerns, early maternal care and mental health issues.

1/2011-12/2012: ARNP: Evercare LTC (now OptumCare), Spokane WA. My clients were long-term care residents with multiple health concerns including diabetes, morbid obesity, cardiovascular disease, mental health and dementia, decreased

mobility, wound care and end-of-life care. I worked with facility staff, family and facility physicians/residents to provide in-place care.

11/2007-1/2011: ARNP: Family Home Care House Calls, Spokane WA. I provided in-home care to clients as well as clients in adult family homes and assisted living facilities. Health care needs included diabetes care and education, wound care, evaluating/diagnosing/treating health changes (UTI, pneumonia, asthma, COPD), assisting supportive care providers (PT/OT, Social Workers) as well as palliative and end-of-life care. I facilitated communication with family members and other providers.

11/2006-11/2007: ARNP: Planned Parenthood of the Inland NW, Spokane WA. I provided contraceptive, well-woman and STD care for women as well as STD care and contraception for men. I assisted in staff education and assisted our client to access healthcare services for their other needs.

11/2005-11/2006: ARNP: Mobile Medical Clinic, Spokane WA. I visited clients in their homes as well as in adult family homes and assisted living facilities. Health care needs included diabetes care and education, wound care, evaluating/diagnosing/treating health changes (UTI, pneumonia, asthma, COPD), assisting supportive care providers (PT/OT, Social Workers) as well as palliative and end-of-life care. I facilitated communication with family members and other providers.

5/2001-11/2006: RN: Providence Visiting Nurses Association, Spokane WA. I provided nursing care and education to clients in their homes as well as in adult family homes. Health care needs included diabetes care and education, wound care, evaluating/ health changes (UTI, pneumonia, asthma, COPD) and collaborating with their providers, providing ordered medical treatment and education assisting supportive care providers (PT/OT, Social Workers) as well as palliative and end-of-life care.

6/1992-5/2001: RN: Sacred Heart Medical Center, Spokane, WA. I provided patient care and education on the following units: neurologic step-down (post-operative, post-trauma), cardiac step-down, orthopedic, renal, pulmonary, and a little pediatric. I spend the last 4yrs in the Level II emergency department.

6/1/90-5/1/92: RN/RN Tech: Good Samaritan Regional Medical Center, Phoenix AZ. I provided care to clients in the following units: pulmonary/endocrinology/post-op unit and the cardiac step-down unit. I assisted with diabetic education for facility staff and clients. I trained and certified staff in CPR.

9/1982-6/1990: Volunteer EMT/IEMT/Firefighter: Sedona Fire Department, Sedona AZ. I responded to medical and trauma emergencies by ambulance. I was a firefighter and received an AS in Fire Science as well as completed the AZ Fire Marshal's program. I was also a CPR Instructor Trainer and taught and certified the fire department volunteers as well as community groups (Boy Scouts, nursing home staff). As part of my part-time position, I up-dated the response maps for the community to identify travel routes and positioning of fire hydrants.

Education:

2004: Gonzaga University, Spokane WA: MSN. Credentialed as FNP through ANCC

1990: Yavapai Community College, Prescott AZ: ADN.

Yavapai Community College, Prescott AZ: AS Fire Science

AZ State Fire Marshal Training

1979: Virginia Commonwealth University, Richmond VA: BS Psychology

Licenses/Credential:

AZ RN/ARNP License-current

Retired License: WA RN/ARNP, Alaska ARNP, Idaho RN/ARNP

DEA-X

BLS

References:

Supplied on request.

Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	John
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Last Name	Bates
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Residence Address	
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Mailing Address	
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	16
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	Appaloosa Meadows HOA President 10 years
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

I have a wide background in managing large organizations and would like to share that experience and assist the TOCV in accomplishing their goals

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

Rely on past experience to assist and advise

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

Partner Right Homes 2017 Present
Managing multiple projects, acquiring land, developing property and selling complete manufactured homes on land packages

I bring 42 years experience managing large auto dealerships, 100 mil annual budgets making them profitable by overseeing all aspects of expenditures and achieving above average profit centers while maintaining 96% customer satisfaction

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

Field not completed.

Date Application Submitted

4/1/2024 4:30 PM

Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
First Name	Rachelle
Last Name	Fernow
Residence Address	
Mailing Address	
Phone Number(s)	
Email Address	
Is your residence within Town limits?	Yes
How long have you lived in the Chino Valley area?	Born and raised
Are you a qualified to vote even if not registered?	Yes
Are you related to any Town employee	No
If yes, what is the employee's name?	<i>Field not completed.</i>

Step 2

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.	Yes. Planning and zoning 2023 Solar advisory committee-current
Why would you like to be appointed to this position?	Because I have a deep concern and care for my community
What do you believe is the key responsibility of this position?	To advise the council on projects and allocated funds while representing the best interest of the community as a whole

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

A good understanding of Town government. Steering committee member for the 2040 general plan.
Realtor ®
Mother of 2 kids that attend school locally
Assertive, well rounded, I do my research 😊

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

Field not completed.

Date Application Submitted

4/4/2024 3:30 PM

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Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Sharon
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Last Name	Main
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Residence Address	, Chino Valley AZ
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Mailing Address	, Chino Valley, AZ
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	1 year
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	No
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

To better understand how financial decisions are made and their impact on our community.

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

Understanding how necessary expenditures are prioritized.

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

Former CPA, Staff Accountant and Finance Director .

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

Field not completed.

Date Application Submitted

4/12/2024 9:00 AM

Application for Public Body Appointment

Step 1

Public Body Applying For	Capital Improvement Program Citizen's Advisory Committee
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Other Public Body Applying For (not in drop down list)	<i>Field not completed.</i>
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First Name	Tina
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Last Name	Grieger
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Residence Address	Chino Valley 86323
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Mailing Address	Chino Valley 86323
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Phone Number(s)	
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Email Address	
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Is your residence within Town limits?	Yes
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How long have you lived in the Chino Valley area?	3 years
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Are you a qualified to vote even if not registered?	Yes
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Are you related to any Town employee	No
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If yes, what is the employee's name?	<i>Field not completed.</i>
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Step 2

Have you ever served on a municipal public body? If yes, please note the name	No
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of the public body, the municipality served in, and length of time served.

Why would you like to be appointed to this position?

I would like to participate and in what happens within our town

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

Review and access the town planning and budget to make sure it's in line for what's best for the community

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

Negotiated many contracts and representation as a union representative

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

Field not completed.

Date Application Submitted

4/11/2024 12:30 PM
