



**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR STATEMENTS OF
QUALIFICATIONS**

Town of Chino Valley
1982 Voss Dr., #201
Chino Valley, Arizona 86323

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title: RFQ for Integrated Water Master Plan and Capital Improvement Plan

Release Date: **January 31, 2023**

Advertisement Dates: **January 31 - February 3, 2023**
– Prescott Daily Courier

Final Date for Inquiries: **March 23, 2023**

SOQ Due Date and Time: **April 5, 2023**
3:00 p.m. (local-time, Chino Valley, Arizona)

Letters to Final Listed Firms: **April 19, 2023**

Target Town Council Award Date: **June, 2023**

Town Representative: Frank Marbury, Public Works Director
FMarbury@chinoaz.net - (928) 636-7140

Project Administrator: Mark Holmes, P.G.
Mark.holmes.llc@gmail.com - (928) 277-5253

* In the event that a Vendor cannot be selected based solely on SOQs submitted, oral interviews may be conducted at the Town's sole discretion.

** The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.

INTRODUCTION AND OVERVIEW

The Town of Chino Valley (the “Town”) is seeking statements of qualifications (“SOQ”) from qualified, licensed firms interested in providing professional services to create an integrated water resources, water, wastewater, and reclaimed water master plan (“IWMP”) and capital improvement plan (“CIP”) for the Town. These plans will help the Town perform the following:

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

The plans are designed to address the needs of multiple groups within the Town, as follows:

- **Planning** – Prepare water resources, water system, wastewater system, and reclaimed water systems projections for the Town that can be served with its existing water rights, current water resources, and newly generated water resources. The Town will need to know what water resources can be made available as development opportunities present themselves (i.e., service area rights or assured water supplies based on the different types of development).
- **Water Resources** – Identify how the Town’s water resources can be deployed most effectively and sustainably to meet water demands. Define the highest and best use of reclaimed water resources and what types of infrastructure should be employed to use this resource. Evaluate opportunities for alternative or augmented water supplies or resources.
- **Engineering** – Infrastructure requirements will be identified for water, wastewater, and reclaimed water systems. Infrastructure needs will be phased for each planning year, and triggers will be established to designate when a particular infrastructure project will be needed.
- **Operations** – Operations staff will receive additional insights into the operation of water, wastewater, and reclaimed water systems. Existing infrastructure will be evaluated to improve the operation of water, wastewater, and reclaimed water systems (i.e., looped systems, new wells, pressure zones, and gravity versus lifting).
- **Finance** – The cost and timing of capital improvement projects will be identified so that preparations can be made to arrange financing for capital projects, and to arrange for revenues to pay for ongoing operational costs.

- **Town Manager** – Providing the right water supply, water, and wastewater services are essential to implement the Town Council’s vision for how it can meet the growth of the community, commerce, and industry and provide jobs. This project will assist by preparing a plan to provide water and wastewater services that helps the Town to achieve its goals.
- **Existing IWMP** – Ensure the existing IWMP is integrated within this town-wide plan.

Proposers must have sufficient expertise and experience to complete the work described in the Scope of Services, which generally includes (more fully set forth in Exhibit B to the Sample Professional Services Agreement):

- **Phase I – Develop an Integrated Water Master Plan - Demand Projections, Water Resources, Water, Wastewater, and Reclaimed Water supply / Systems Plan.**

This phase of the project will establish the water resources, based on existing water, wastewater, and reclaimed water demands and projected demands for the Town and the Town’s existing water and sewer service area for developed planning horizons. Demand projections will be created with existing Town data new General Plan activities and spatial information. Information developed in a GIS system will be used to evaluate water resources, investigate alternative sources of water treatment and supply, develop reclaimed water storage and recovery strategies, and balance water supplies with demands. At a high level, water supply, treatment, and backbone transmission requirements will be identified. Wastewater drainage basin(s) and treatment locations will be established. Storm water capture for water conservation and outdoor watering opportunities will be identified and characterized. Reclaimed water uses that only look at indirect potable reuse (IPR) and recovery needs will be quantified. Determine and identify water planning areas. Determine development phasing approaches and system integrations best suited for desired development.

- **Phase II – Integrated Infrastructure plan for Town-wide integration.**

This phase of the project will consist of the traditional infrastructure master planning for the water, wastewater, and reclaimed water systems. Hydraulic models of each of these systems will be created. These models will then be used to evaluate the adequacy of existing systems, and identify infrastructure needs to serve new development. This infrastructure planning will build upon the demand projections, water resource requirements, and backbone infrastructure to ensure it will properly integrate with the expansion of the Town’s utilities.

- **Phase III – Capital Improvement Plan (CIP).** Develop a capital improvement plan (CIP) and implementation strategy for a 5-year focused planning period and a 10-year conceptual outlook. Develop best engineering cost estimates and future projected cost estimates with all future cost increases built into this plan. Develop an implementation strategy that clearly outlines the benefits each year’s CIP improvements delivers in the form of value towards the development of the Town. Determine what is needed to improve or expand with the existing system and how the integrated system will operate. Determine what level of service the Town’s utility will operate at and with desired CIP components that improve resiliency, robustness, and reliability how this level of service can be increased.

- **Phase IV** – Develop recommendations for development or Town-wide storm water capture and passive landscape designs that enhance aquifer recharge or eliminate outdoor watering requirements or reduce or minimize storm water systems.

The following assumptions apply to this project:

- Town infrastructure data are available via as-build information and sufficiently complete.
- The Town's most current General Plan and infrastructure maps will be used to guide these plans.
- The Town will provide its current water, wastewater, and reclaimed water usage information for water, wastewater and reclaimed hydraulic model creation and use in these plans.
- The Town will provide available water resources portfolio information and planning data, if available, as required for the project.

TABLE OF CONTENTS

<u>Section A</u>	<u>Page</u>
I. RFQ Process, Award of Agreement	A-1
II. Statement of Qualifications Format; Scoring	A-7
III. Oral Interviews; Scoring	A-10
IV. Vendor Information Form	A-11
<u>Section B</u>	
Sample Professional Services Agreement	B-1

PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The Town of Chino Valley (the “Town”) is issuing this Request for Qualifications (this “RFQ”) seeking statements of qualifications (“SOQ”) from qualified, licensed firms (“Vendors”) interested in providing professional services to create an integrated water resources, water, wastewater, and reclaimed water master plan (“IWMP”) and capital improvement plan (“CIP”) for the Town (the “Services”), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement included in Section B of this RFQ (the “Scope of Work”). In accordance with the Town’s Procurement Policy, the Town will accept sealed SOQ for the Services specified in the Scope of Work.

1.2 Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The Town may consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the Town to make a reasonable determination of compliance with the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Town Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s SOQ contains false, inaccurate or misleading statements that, in the opinion of the Town Manager or authorized designee, are intended to mislead the Town in its evaluation of the SOQ.

B. Submittal Quantities. Interested Vendors must submit **one hardcopy original, four additional hard copies and one PDF copy** of the SOQ on an electronic storage device (CD, Flash Drive), which will not be returned. The PDF copy must be in one electronic file. Failure to adhere to the submittal quantity criteria shall result in the SOQ being deemed non-responsive.

C. Required Submittal. The SOQ shall be a maximum of **15** pages to address the SOQ criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of

SECTION A

**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

paper, folded to 8 1/2" x 11," showing a proposed project schedule or organizational chart and only having information on one side. A cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of SOQ. The minimum allowable font for the SOQ is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the SOQ being deemed non-responsive. Each SOQ shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II below and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. SOQ submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule, if required by the Town prior to the submittal deadline.
- (5) Resumes, Licenses and Certifications (if required for the Services).
- (6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the SOQ Due Date and Time. Late SOQ will not be accepted. A Vendor submitting a late SOQ shall be so notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the RFQ title, **RFQ for Integrated Water Master Plan and Capital Improvement Plan**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: **Frank Marbury, Public Works Director, 1982 Voss Dr., Chino Valley, AZ 86323**. SOQ must be received in the Public Works Department office by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail), or mailgram SOQ will not be considered. Receipt confirmation contact: **Frank Marbury, Public Works Director or Terri Denemy, Assistant to Town Manager, at (928) 636-7140**.

SECTION A

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a Vendor (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

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

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFQ, including any part of the Scope of Work, shall be directed only to the RFQ Administrator whose name appears on the cover page of this RFQ. Questions shall be submitted in writing, via e-mail or hard copy by the date indicated on the cover page of this RFQ. Any correspondence related to the RFQ shall refer to the title, page and paragraph. However, the Vendor shall not place the RFQ title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until the SOQ Due Date and Time. Any Vendor found to be communicating with any member of Town staff about this solicitation shall be prohibited from submitting an SOQ, or if an SOQ is received, such SOQ shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFQ Administrator in writing as described in Subsection 1.4(A) above. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFQ Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the Town's website at <https://www.chinoaz.net/Bids.aspx>. The RFQ Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFQ. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's SOQ non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the Town at this conference. The Town may issue an addendum to this RFQ. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFQ. Any change to the RFQ shall be made in the form of an addendum.

SECTION A

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum will result in the SOQ being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFQ. Any addendum issued by the Town with respect to this RFQ will be posted on the Town's procurement website at <https://www.chinoaz.net/Bids.aspx>.

1.6 Public Record. All SOQ shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Policy.

1.7 Confidential Information. If a Vendor believes that an SOQ or protest contains information that should be withheld from the public record, Vendor shall include in the submission a statement advising the RFQ Administrator of this fact and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the Town Manager, or authorized designee, makes a written determination. The Town Manager, or authorized designee 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 RFQ Administrator shall inform the Vendor in writing of such determination.

1.8 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. The Vendor shall provide licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the Vendor certifies:

A. No Collusion. The submission of the SOQ 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 or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee described below, elected officials, the Town Manager, Department Heads and other Town staff. All inquiries must be addressed to the Town's RFQ Administrator. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

SECTION A

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 an Agreement related to this project.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.10 Award of Agreement.

A. Evaluation; Selection. A Selection Committee composed of representatives from the Town will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. If necessary, the Selection Committee may select up to three finalists that will be invited for oral interviews with the Selection Committee. The Town will conduct the oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three most qualified Vendors. The RFQ Administrator will enter into negotiations with the highest scoring Vendor from the final list.

B. Line Item Option. Unless the SOQ states otherwise, or unless otherwise provided within this RFQ, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

C. Multiple Award. The Town, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the Town with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the Professional Services Agreement is included with this RFQ. If the Town is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the Town may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. Town Council approval may be required. The Town reserves the right to terminate the selection process at any time.

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

F. Protests. Any Vendor may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Policy.

1.11 Offer. An SOQ submittal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFQ, the attached Professional Services Agreement, and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the Town has approved, a Professional Services Agreement between the Town and the Vendor in the form acceptable to the Town Attorney.

PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the SOQ submittal requirements and scored by the Selection Committee. The Selection Committee shall determine if the selection can be made on the basis of the written materials only, or if oral interviews are necessary with up to three of the highest ranked Vendors based upon the SOQ submittal scoring.

2.2 SOQ Format and Scoring. SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

A. General Information - 10 pts.

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor; Key Positions - 40 pts.

(1) Provide a detailed description of the Vendor’s experience in providing similar services to municipalities or other entities of a similar size to the Town, specifically relating experience with respect to integrated water master planning and capital improvement planning.

(2) Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. 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. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor’s responsibility to ensure that all information is accurate and current. Vendor authorizes the RFQ Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references may result in the SOQ being considered non-responsive.

(3) The RFQ Administrator may conduct any investigation deemed necessary to determine the Vendor’s ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

(4) Identify each key personnel member that will render services to the Town including title and relevant experience, including the proposed project manager and project staff.

(5) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the Town.

(6) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(7) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

C. Project Understanding and Approach - 40 pts.

(1) Describe the Vendor’s approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, including tasks required to complete the Services and the skills and expertise across various disciplines needed to perform those tasks, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

(2) Identify and provide solutions for critical issues and challenges involved in providing the Services.

(3) Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town, including innovative ideas to solve dynamic challenges. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town’s representatives.

D. Project Schedule - 10 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor’s ability to meet the designated milestones as listed below. All Services of the successful Vendor must be fully completed within 365 days after the Notice to Proceed has been issued by Town. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

- (1) Contract Award Date: June 1, 2023
- (2) Notice to Proceed Date: July 3, 2023
- (3) Proposed Kick-Off Meeting: August 15, 2023
- (4) Deliver draft IWMP: March 15, 2024
- (5) Deliver final IWMP: May 15, 2024
- (6) Deliver draft CIP: May 15, 2024
- (7) Deliver final CIP: July 3, 2024

Total Possible Points for SOQ submittal:

100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the SOQ submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

45	Experience and Qualifications of the Vendor; Key Positions
45	Project Understanding and Approach
<u>10</u>	Project Schedule
100	Total Possible Points for Oral Interview

Total Points Possible for this RFQ:

200

PART IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

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

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

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

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

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and _____, a(n) _____ (the “Consultant”).

RECITALS

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

B. The Consultant responded to the RFQ by submitting a statement of qualifications (“SOQ”), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2023 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant. Prior to commencing the Services, Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$ _____ for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

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

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information

required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 12.

13.2 Required Insurance Coverage.

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

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

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

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

SECTION B

**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

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

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

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

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

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

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

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

SECTION B

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

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

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

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for

SECTION B

any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

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

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

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

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

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

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

16.13 Offset.

SECTION B

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

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

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

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

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

If to Consultant: _____

 Attn: _____

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

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant’s duties under this Agreement. Persons

requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

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

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

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

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

SECTION B

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

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

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

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

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

“Town”

“Consultant”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

_____,
a(n) _____

Jack W. Miller, Mayor

By: _____

ATTEST:

Name: _____

Erin N. Deskins, Town Clerk

Title: _____

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

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

[Consultant's SOQ]

See following pages.

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

[Scope of Work]

See following pages.

SCOPE OF WORK

PHASE I

PREPARE THE WATER RESOURCES MASTER PLAN

TASK 1.0 DEVELOP GROWTH PROJECTIONS

Growth projections for existing, near horizon and long-term horizon expansion of the existing water service area will be prepared by obtaining all available data from the Town that includes land use, zoning, planning boundaries, and development plans. The Consultant will meet with Town planning staff to understand how and where development will occur and develop planning horizons. Population growth projections will be developed that align with the land use to identify the growth that is expected to occur within each planning period. The Town's accepted growth projections will be based on a common set of assumptions that will be applied to water resources, water, wastewater, and reclaimed water systems.

This land use plan will be updated using currently available aerial imagery. Land use classifications will be updated where actual development has differed from previous planned development. The degree of build-out in each of the land use areas will also be updated.

TASK 1.1 PREPARE WATER RESOURCES MASTER PLAN

The Consultant will be provided with a current list of existing and potential water sources and /or Town water rights within its water portfolio of available water resources and determine what is needed within each planning horizon.

Sources of water currently include groundwater via service area rights, physical availability determinations, assured water supplies and reclaimed water supplies or recovered water (long term storage credits), and future imported HIA water supplies. Each source will be evaluated separately for physical, legal, and continuous availability to determine reliability that can be reasonably expected for each planning horizon. Each source will be evaluated for availability to meet demands. Water supply availability will be tabulated for each planning horizon to meet water needs or Assured Water Supply requirements, as well as build-out for the Town. Note that no groundwater flow models are envisioned as part of this scope, although the Consultant may create planning scenarios and rely on Town physical availability determination modeling work.

TASK 1.2 PREPARE WATER DEMAND PROJECTIONS

The Consultant will calculate average annual and peak day demands and determine an appropriate per capita water demand factor(s), i.e., gallons per capita per day and/or acre feet per acre type of GIS analysis. Customer billing records, together with production records will be used to estimate demand factors for land use categories that will be used in estimating future demands. Historical water use will be correlated by areas within the Town to develop an estimate of future demands that considers the specific type of development

that is anticipated in the future for undeveloped lands within the Town. This plan will consider redevelopment impacts as well as any proposed changes in land use types.

Water unit demands will be calculated by overlaying customer billing record data points with annual average water use with the land use plan to calculate gallons per acre per day unit demand for each land use classification. For residential development, the unit demand will be calculated for each land use plan residential category and subdivision development year so that the specific unit demands for newer development can be calculated separately from unit demands for older development. For future residential or commercial land uses that the Town does not have current billing records to review, the Consultant will make recommendations for demand factors to be used. Unit demand values, based on water billing records, will be provided to the Consultant in tables designating the water use type by year for the different type's users.

TASK 1.3 PREPARE WASTEWATER LOAD PROJECTIONS

The Consultant will develop a wastewater collection system plan for the purpose of determining the specific service area and collection system flow measurements. This flow data will be used in conjunction with lift station data, WRF flow records, and SCADA data to develop the existing system flow generation values. Using the updated development plan and/or population estimates, GIS and land use plan, the Consultant will develop updated unit flow projections for each land use category and per capita and/or per acre flow projections. The updated flow projections will be used for estimating future flow projections and for calibrating the model. The impact that inflow and infiltration (I & I) following storm events has on wastewater flows will be considered in the wastewater flow estimates.

TASK 1.4 PREPARE RECLAIMED WATER FLOW PROJECTIONS

Using the Effluent flow generation information, the Consultant will determine the quantity and timing of reclaimed water supply that could potentially be available for recharge and recovery. The reclaimed water availability will consider wastewater treatment and system losses to predict a quantity of reclaimed water available for development use. Seasonal, monthly, and diurnal supply availability curves will be developed. Projections of supply will be made for each planning horizon. Existing reclaimed water commitments by the Town will be calculated within this quantity.

TASK 1.5 PREPARE INTEGRATED WATER RESOURCE PLAN

The Consultant will summarize the Town's existing water demands and compare them against available supplies to meet demands for each planning horizon for specific types of development water requirements. Based on the results of this analysis, opportunities to mitigate shortfalls, and modify and update the water resources plan strategy will be identified. The results of the water resources plan strategy will be compared to the Town's water portfolio of existing and/or future water supplies and/or rights available.

TASK 1.6 WATER RESOURCES WORKSHOP

The results and conclusions of Task 1.1 - Task 1.5, Water Resources Master Plan, will be presented at a separate workshop with Town staff.

TASK 1.7 WATER RESOURCES TECHNICAL MEMORANDUM

The Consultant will prepare a Technical Memorandum documenting the Water Resources Master Plan. The memorandum will include planning criteria, water demand projections, existing or needed water resources evaluation, and a prioritized implementation schedule with the fiscal year water resources needed identified. The Technical Memorandum will be made available to the Town staff for review. Upon resolution of comments from the Town, the Technical Memorandums will become a chapter in the final report.

PREPARE THE WATER SYSTEM MASTER PLAN**TASK 2.0 PREPARE WATER INFRASTRUCTURE MASTER PLAN**

The Consultant shall create a current comprehensive water system master plan that allows the Town to manage its water production, treatment, and distribution systems in an effective and efficient manner. The plan shall identify strategies to meet the increasing demands for water supplies and distribution for each planning horizon. Also, ensure the water system can meet critical peak water demands fire flows, and potential demands.

TASK 2.1 DATA COLLECTION

The Consultant will coordinate with Town staff to obtain or collect necessary information and data related to the existing water distribution system. Data collection includes but is not limited to; the physical system components such as wells, reservoirs, boosters' distribution lines, treatment plants and operational performance data. Any additional future planning data not currently part of the dataset will need to be evaluated. These data will serve as the basis for performance evaluation and infrastructure planning. The Town will coordinate with the City of Prescott's water system serving Town residents and make that available.

TASK 2.2 REVIEW/UPDATE WATER SYSTEM PERFORMANCE CRITERIA

The Consultant will obtain and review existing water system performance, water quality, and operational criteria, including water storage requirements and peaking factors, and will meet with Town staff to review proposed criteria and arrive at a consensus on system performance criteria. These criteria will serve as the basis for performance evaluation and infrastructure planning. This should also include a system outage configuration showing system water production capabilities versus demands and make recommendations for redundancy.

TASK 2.3 EXISTING WATER SYSTEM EVALUATION

Review/Update Pressure Zone Boundaries. The Consultant will obtain or measure current pressure zone information from the system. Boundaries will be reviewed and discussed with staff relative to current operations and future infrastructure planning, and

will be evaluated resulting in a recommendation for the preferred boundary modifications if needed.

Model Update and Verification. The Consultant will create GIS data and provide a water system model for use in this master plan. The Consultant will prepare a protocol for collection of model verification data that will be based with SCADA data supplemented by in-system pressure readings if required. The water model will be updated with remote site facility data and validated using the SCADA and field pressure data.

Document Water Quality Requirements. The Consultant will provide an overview of the current federal and state regulations and guidelines as they affect the Town's safe drinking water system operation. This overview will include disinfection byproducts, disinfection residuals, and future parameters (emerging contaminants i.e., PFOS & PFOA and others on the near horizon) that may affect future system planning and operations.

Existing System Infrastructure Evaluation. The Consultant will evaluate the Town's existing water system, identify deficiencies, and make recommendations for improvements. The existing water system evaluation will include a performance assessment under maximum day and peak hour demand conditions. System performance will also be assessed under fire flow and emergency conditions. The Consultant will document the performance of the existing booster pump station(s) based on the results of the modeling scenarios and recommend required upgrades or modifications.

TASK 2.4 WATER SYSTEM – FUTURE SYSTEM NEEDS

Create Future Water Modeling Scenarios. The Consultant will create modeling scenarios for the planning horizons, utilizing GIS land use information, flow projections allocated to nodes, and proposed infrastructure to meet future conditions and build-out of the Town or reasonable built out areas of the Town.

Identify and Evaluate Future Water System Improvements and Expansion Strategies. The Consultant will evaluate and make recommendations for the water system development for each planning horizon i.e., each year for a 5-year CIP and ultimately for build-out of Town.

Evaluations will include infrastructure improvements needed to supply pending developments, including pipe sizing, new wells, storage facilities, and pump stations.

Capacity needs will be developed for the water system using the water model for infrastructure sizing to include the following:

- Production facilities
- Transmission/distribution piping
- Storage reservoirs
- Pumping facilities

SECTION B

- Pressure Zone interactions/PRVs
- Gravity system optimization

Supply and System Reliability Assessment. The Consultant will prepare a reliability assessment for the long-term water system development strategy. The reliability assessment will consider:

- Multiple production sources
- Major facility outage
- Transmission/distribution looping
- Pressure zone interactions
- Storage for diurnal, fire flow, and emergency events

TASK 2.5 WATER SYSTEM WORKSHOP

The results and conclusions of this Task, Water System Master Plan, will be presented at separate workshops with Town staff.

TASK 2.6 WATER SYSTEM TECHNICAL MEMORANDUM

The Consultant will prepare a Technical Memorandum documenting the Water System component of the Water Master Plan. The memorandum will include planning criteria, existing system evaluation, water demand projections, modeling results, future infrastructure requirements, a summary of future costs, and a prioritized implementation schedule with the fiscal year each project is estimated to be **needs identified**. The Technical Memorandum will be made available to the Town staff for review. Upon resolution of comments from the Town, the Technical Memorandums will become a chapter in the final report.

PREPARE THE WASTEWATER SYSTEM MASTER PLAN

TASK 3.0 WASTEWATER SYSTEM MASTER PLAN UPDATE

The Consultant shall create the Town's current wastewater system master plan that allows the Town to manage the wastewater generated within the Town in a safe and efficient manner. The plan shall identify strategies to meet the increasing wastewater flows generated for the planning horizons.

TASK 3.1 DATA COLLECTION

The Consultant will coordinate with Town staff to obtain or collect necessary information and data related to the existing wastewater collection and treatment system. Data collection includes, but is not limited to, available as-built or other pertinent data, the physical system

components such as gravity sewer lines, gravity sewer interconnection structures, lift stations, force mains, treatment plants, existing infrastructure improvement plan, existing capital improvement plan, and operational performance data. Town staff is currently working on completing a reclamation facility expansion project and the data will be provided to the Consultant. Any additional future planning data not currently part of the dataset will need to be collected and/or evaluated. These data will serve as the basis for performance evaluation and infrastructure planning.

TASK 3.2 REVIEW/UPDATE WASTEWATER SYSTEM PERFORMANCE CRITERIA

The Consultant will obtain and review existing wastewater system performance, and operational criteria, including water storage requirements, discharge facilities, and peaking factors, and will meet with Town staff to review proposed criteria and arrive at a consensus on system performance criteria.

TASK 3.3 EXISTING WASTEWATER SYSTEM EVALUATION

Review/Update Water Reclamation Facility Service Area Boundaries. The Consultant will obtain current wastewater collection boundaries from Town staff. Boundaries will be reviewed and discussed with staff relative to current operations and future infrastructure planning and will be evaluated resulting in a recommendation for the preferred boundaries modifications.

Model Update and Verification. The Consultant will create GIS data and provide the wastewater system model for use in this master plan. The Consultant will prepare a protocol for the collection of model verification data that will be based on SCADA data supplemented by in-system wastewater flow monitoring or existing or new data. The planning wastewater model will be validated using this information. A model without smaller diameter pipes may be considered if needed to provide adequate performance.

Document Wastewater Quality Requirements. The Consultant will provide an overview of the current federal and state regulations and guidelines as they affect the Town's wastewater system operation. This overview will include future parameters that may affect system planning and operations.

Existing Wastewater System Evaluation. The Consultant will evaluate the existing wastewater collection system, identify deficiencies, and make recommendations for improvements. The existing system evaluation will include evaluation of each current or proposed lift station(s) regarding current and ultimate flows and pumping capacity requirements. Evaluate the need for additional relief sewers. Evaluate the capacity of lift station wet wells and pumps to determine if increased capacity is needed at any of the stations. Evaluate the need for future lift stations. Determine if changes to the basin areas of each lift station are warranted. The Consultant will provide improvement descriptions to include location, scope and need for each project, and will prioritize the improvements with estimated date each needs to be in service.

TASK 3.4 WASTEWATER SYSTEM – FUTURE SYSTEM NEEDS

Create Future Wastewater Modeling Scenarios. The Consultant will create modeling scenarios for the planning horizons, utilizing GIS land use information, flow projections allocated to nodes, and proposed infrastructure to meet future scenario conditions.

Evaluate and Identify Future Wastewater System Infrastructure Needs. The Consultant will evaluate and identify required system improvements for each planning horizon. Improvements for the service areas will be evaluated and prioritized locations and alignments of future major interceptor sewers and lift stations will be evaluated.

Evaluate Treatment Capacity Needs. Model Wastewater flows generated in each wastewater series area and analyzed to verify the magnitude and timing of capacity required for each treatment facility. The priority of expansion needs will be driven by the timing of development expansions, imported water scenarios, and the need to mitigate imported water scenarios at the north portion of the Town near the Upper Verde River and projected flow increases, and not necessarily by specific planning horizons. The Consultant will develop a proposed project list to include location, limits, scope and need for each project, and will prioritize the improvements with estimated date each needs to be placed into service identified.

TASK 3.5 WASTEWATER SYSTEM WORKSHOP

The results and conclusions of this Task, Wastewater System Master Plan Update, will be presented at a workshop with Town staff.

TASK 3.6 WASTEWATER SYSTEM TECHNICAL MEMORANDUM

The Consultant will prepare a Technical Memorandum documenting the Wastewater System component of the Master Plan. The memorandum will include planning criteria, existing system evaluation, modeling results, future infrastructure requirements, a summary of future costs, and a prioritized implementation schedule with the fiscal year each project is estimated to be needed identified. The Technical Memorandum will be made available to Town staff. Upon resolution of comments from the Town, the Technical Memorandum contents will be incorporated into the final report.

PREPARE THE RECLAIMED SYSTEM MASTER PLAN**TASK 4.0 RECLAIMED WATER SYSTEM MASTER PLAN**

The Consultant will create a reclaimed water system master plan to that allows the Town to manage its reclaimed water supply in an effective and efficient manner. The Consultant will use the existing Town goals of recharging reclaimed water to bank the water resources for future use requirements. The plan shall identify strategies to meet the increasing need for recharge and recovery options for planning horizons. The Plan will also look at future reclaimed water that will need to be brought back to a northern recharge facility near the Upper Verde River when Big Chino water is imported.

TASK 4.1 DATA COLLECTION

The Town will provide information on current Underground Storage Facilities and recharge operations, as well as current development obligations for reclaimed water. The Consultant will collect from the Town available information related to the existing reclaimed water system. Data collection includes, but is not limited to, the as-build physical system components such as pipelines, reservoirs, recharge facilities, recovery wells, pumping facilities and capacities, historic production, and delivery data. Any additional future planning data not currently part of the dataset will need to be created and evaluated. These data will serve as the basis for performance evaluation and infrastructure planning. The Town's Big Chino Mitigation Report will be made available.

TASK 4.2 EVALUATE RECLAIMED DISTRIBUTION SYSTEM

Create a Reclaimed Water Model. The Consultant will create a reclaimed water model to reflect the current infrastructure system using GIS and operational data provided by the Town. The model will be verified by developing a plan that identifies the locations of pressure, flow, and other pertinent information from SCADA data. The data collected will be used to complete a mass balance of the reclaimed system, as well as a hydraulic grade line evaluation within the system. Model parameters will then be adjusted so the model predicts network events as described by the SCADA data.

Document Water Quality Requirements. The Consultant will provide an overview of the current federal and state regulations and guidelines that affect the Town's reclaimed water system operation. This overview will include possible future parameters that may affect system planning and operations including recharge and recovery.

Evaluate Adequacy of Existing Delivery Systems. Based on the information developed under the previous task, the Consultant will evaluate the existing reclaimed systems. As a starting point, the proposed system to be evaluated based on the current configuration. The Consultant will evaluate the system against the criteria, identify existing system deficiencies, and make recommendations for improvements, including any required system upgrades or modifications.

TASK 4.3 EVALUATE RECHARGE AND RECOVERY STRATEGIES

The Consultant will evaluate recharge and recovery needs based on the Town's water portfolio and development needs and/or goals. The quantity and timing of recharge and recovery will be determined. An assessment will be made as to the capacity of existing recharge facilities, and if appropriate, recommendations will be made aimed at increasing recharge capacity where needed. Recharge needs shall be projected for each planning horizon, considering the increase in reclaimed water production with growth but also accounting for reduced demand due to better water efficiency/conservation technologies. The Town's existing and near-term planned recharge and recovery facilities will be evaluated considering the total system needs. The Consultant will determine the need for additional facilities to provide the level of recharge redundancy and reliability desired by the Town.

TASK 4.4 RECLAIMED WATER SYSTEM – FUTURE SYSTEM NEEDS

Recommended System Improvements. Based on the previous Tasks, the Consultant will recommend system improvements to meet the reclaimed water system demands for each planning horizon for the Town. The Consultant will determine if there is enough operational storage on the system, and identify specific improvements needed, timing, and where they should be located.

TASK 4.5 RECLAIMED WATER SYSTEM WORKSHOP

The results and conclusions of the Reclaimed Water System Master Plan will be presented at a workshop with Town staff.

TASK 4.6 RECLAIMED WATER SYSTEM TECHNICAL MEMORANDUM

Following the reclaimed water system workshop, the Consultant will prepare a Technical Memorandum documenting the reclaimed water system component of the Master Plan. The memorandum will include planning criteria, existing system evaluation, storage evaluation, recharge and recovery, modeling results, infrastructure requirements, a summary of future costs, and a prioritized implementation schedule with the fiscal year each project is estimated to be needed identified. Upon review by the Town, contents of the Technical Memorandum will be incorporated into the final report.

PHASE II**INTEGRATED INFRASTRUCTURE PLAN FOR TOWN-WIDE
INTEGRATION****TASK 5.0 TOWN-WIDE INTEGRATION**

Based on the previous Tasks, the Consultant will recommend system improvements to meet the water resources, water, wastewater, and reclaimed water system demands for each planning horizon. The Consultant will evaluate the sizing of the water, wastewater, and reclaimed water system needed by the Town to ensure it can properly integrate with the Town's overall build-out of the future utility systems. A detailed assessment and integration strategy plan will be created.

TASK 5.1 TOWN-WIDE INTEGRATION WORKSHOP

The results and conclusions of the Town-wide Integration Assessment Plan will be presented at a workshop with Town staff.

TASK 5.2 TOWN-WIDE INTEGRATION TECHNICAL MEMORANDUM

Following the Integration Assessment workshop, the Consultant will prepare a Technical Memorandum documenting the Town-wide Integration Assessment Plan. The memorandum will include system infrastructure sizing requirements needed to ensure it

seamlessly fits into the Town's utility expansions. Upon review by the Town, contents of the Technical Memorandum will be incorporated into the final report.

PHASE III

DEVELOP A TOWN CAPITAL IMPROVEMENT PLAN (CIP)

TASK 6.0 DEVELOP A 5-YEAR CAPITAL IMPROVEMENT PLAN

Based on the previous Tasks, the Consultant will recommend system improvements to meet the water resources, water, wastewater, and reclaimed water system demands for the Town for each planning horizon. The Consultant will evaluate water resource needs based on the various types of development, water system, wastewater system, and reclaimed water system needs as it relates to the current Town utility system. The quantity and timing of water resources, water, wastewater, and reclaimed water system improvements will be determined. A detailed 5-year capital improvement plan with annual detailed prioritized projects, partial or whole system improvements identified, and detailed cost estimates will be made and the results and conclusions of the previous tasks.

TASK 6.1 DETERMINE CAPITAL IMPROVEMENTS NEEDED FOR EACH YEAR

Based on previous tasks, create a prioritization of capital improvements needed on an annual basis and determine total annual capital costs for each year to complete the improvements for the water, wastewater, and reclaimed water systems. Also, determine capital improvement needed to current existing Town water, wastewater, and reclaimed water systems that are required as part of Town Improvements or expansions.

TASK 6.2 CAPITAL IMPROVEMENT WORKSHOP

The results and conclusions of the Capital Improvement Plan will be presented at a workshop with Town staff.

TASK 6.3 CAPITAL IMPROVEMENT PLAN TECHNICAL MEMORANDUM

Following the Capital Improvement Plan workshop, the Consultant will prepare a Technical Memorandum documenting the Capital Improvement Plan. The memorandum will include a 5-year prioritization and cost estimate for each year for improvements for the Town. Also, capital improvements needed to the Town's existing utilities that are needed due to improvements or expansions of the Town's systems. Upon review by the Town, contents of the Technical Memorandum will be incorporated into the final report.

PROJECT ADMINISTRATION AND DELIVERABLES

TASK 7.0 PROJECT ADMINISTRATION AND DELIVERABLES

TASK 7.1 PROJECT MEETINGS AND WORKSHOPS

The Consultant will prepare for and attend a Project Kickoff meeting and monthly project status meetings or workshops for the purpose of reporting study results, staff Q & A, and obtaining input from Town staff and/or committees. The Consultant will prepare meeting agendas and meeting minutes.

Council Presentation. Assist in preparation of a presentation at a Water & Utility Subcommittee and Town Council work session(s) and/or council meeting(s) outlining the results and recommendations of the Integrated Water Master Plan, Capital Improvement Plan and gather inputs from the Council.

TASK 7.2 MASTER PLAN REPORT

Task 7.2.1 Standalone Executive Summary

The Consultant will first prepare a draft color “brochure” style Executive Summary which will be a standalone summary of the completed Master Plan suitable for distribution to the appropriate staff and elected officials. The draft Executive Summary brochure will contain color graphics, charts, and pictures explaining the Integrated Water Master Plan. The Consultant will prepare and deliver 10 copies of the Executive Summary together with a high-resolution electronic copy for Town staff to use in producing additional copies. The Consultant will provide a draft for review by Town staff prior to issuance of the final document.

Once Town staff and leadership have approved the draft it will be finalized. The Final Executive Summary will be delivered as 30 high-resolution color brochures and high-resolution PDF file for reproduction and website usage.

Task 7.2.2 Integrated Water Master Plan

The Consultant will prepare and deliver 10 copies of a draft Integrated Water Master Plan in tabbed, ring binders and the digital indexed PDF copy of the entire report. The footer of applicable pages of the document shall contain the Consultant’s file name, the date the page was created, and the page number referring to specific data, tables, charts, or calculations. Tables, graphs, and figures shall clearly indicate the month and year in which they were created, and the source of the information provided therein and/or may be incorporated into an appendix. The Master Plan will be in one binder, with a separate binder(s) to hold appendices. The Consultant will provide a draft for review by Town staff prior to issuance of the final document.

Once Town staff and leadership have approved the draft it will be finalized. The Final IWMP will be delivered as 30 high-resolution color bound report along with a high-resolution PDF file for reproduction and website usage.

Task 7.2.3 Capital Improvement Plan

The Consultant will prepare and deliver 10 copies of a draft Capital Improvement Plan in tabbed, ring binders and the digital high-resolution PDF copy of the entire report. The footer of applicable pages of the document shall contain the Consultant’s file name, the

date the page was created, and the page number referring to specific date, tables, charts, or calculations. Tables, graphs, and figures shall clearly indicate the month and year in which they were created, and the source of the information provided therein. The Capital Improvement Plan will be in one binder, with separate binder(s) to hold appendices. The Consultant will provide a draft for review by Town Staff prior to issuance of the final document.

Once Town staff and leadership have approved the draft it will be finalized. The Final CIP will be delivered as 30 high-resolution color bound reports and high-resolution PDF file for reproduction and website usage.

Task 7.2.4 Master Plan Models

The Consultant shall deliver the newly developed and completed Town water, wastewater, and reclaimed water hydraulic models and supporting documentation once the plans have been adopted by the Town.

Task 7.2.5 Digital Document Management

- a) The Consultant shall provide copies of written deliverables for this study (printed materials, graphs, tables, figures and appendix materials) in an indexed and searchable Portable Document (PDF) file format.
- b) The Consultant shall provide electronic copies of the files in the final Master Plans in MS Word and Excel file formats.
- c) The Consultant shall provide oversized final maps produced for the Master Plan to the Town in a GIS file format that is compatible with the Town's GIS systems.

PHASE IV

Develop recommendations for development or Town-wide storm water capture and passive landscape designs that enhance aquifer recharge or eliminate outdoor watering requirements or reduce or minimize storm water systems.

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

[Fee Proposal]

See following page(s).