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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 1, 2018 at 6:30 P.M.**

If you want to speak ON ANY ITEM ON THE AGENDA, PLEASE complete the Request to Speak Form

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

1. Call to Order

2. Roll Call. Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German.

3. Pledge of Allegiance

4. Consent Agenda – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

Page
5

a) Approval of the Minutes:

- 1) Special Budget Session – July 11, 2018
- 2) Special Regular Session – July 11, 2018

b) Set Next Meeting, Date and Time:

- 1) Wednesday, August 8, 2018 at 5:30 p.m. – Work Session
- 2) Wednesday, August 15, 2018 at 6:30 p.m. – Regular Session
- 3) Wednesday, August 22, 2018 at 6:30 p.m. – Council Hears P&Z Matters – Meeting CANCELLED per Resolution 2018-994
- 4) Wednesday, September 5, 2018 at 6:30 p.m. – Regular Session

13

c) Consideration and authorization to utilize WIFA 2018 Loan Funds to purchase 6-compartment, 2-chain Enaqua Non-Contact UV Disinfection System Model Number C2T.0604.3 as shown in the attached proposal for the amount of \$338,000 with any additional applicable sales tax. Installation work will be by company representative/manufacturer, Treatment Plant staff members and engineer, software/SCADA engineer, and a certified commercial electrician. [Staff Resource: Troy Odell]

31

d) Possible award of Agreement #18-127, in the amount of \$55,799.00 to FCI Constructors, Inc. for the construction of drainage improvements along Verde Lakes Drive. [Staff Resource: Troy Odell]

5. Special Announcements and presentations.

37

5.1. Child Support Awareness Month Proclamation.

6. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.) Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to A.R.S. §38-431.01(H))

Page

7. Business. Legal action can be taken.

39

7.1. Discussion, consideration, and possible approval of an Engineer Services contract to complete Final Designs for redevelopment of the Clarifier and revisions to the Pumps and SCADA equipment at the existing Lift Station. Cost for Engineering Services - \$88,440. [Staff Resource: Russ Martin]

41

7.2. Discussion, consideration, and possible approval of an Energy Savings Agreement to manage and construct Solar Array at Sewer Treatment Plant in the amount of \$439,699. [Staff Resource: Russ Martin]

103

7.3. Discussion, consideration, and possible approval of an Energy Savings Agreement to manage and construct Lighting Improvements in the 200/300 Buildings and Sewer Treatment Plant Buildings up to \$56,617. [Staff Resource: Russ Martin]

109

7.4. Discussion, consideration and possible direction to the Town Manager regarding how to vote for not more than two candidates (from the attached list) seeking election to the Arizona Municipal Risk Retention Pool (AMRRP) Board of Trustees to fill positions that expire in 2018. [Staff Resource: Russ Martin]

121

7.5. Authorize extension of escrow closing until August 2, 2018 of .35 Acres (total) of real property located in Yavapai County and designated as Yavapai County Parcel Numbers/address/acreage: 404-28-007A/24 W. Finnie Flat Road/.26 Acres and 404-28-007B/250 S. Main Street/.9 Acres location of former Circle K. [Staff Resources: Russ Martin, Carol Brown]

8. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

9. Council Informational Reports. These reports are relative to the committee meetings that Council members attend. The Committees are: Camp Verde Schools Education Foundation, Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

10. Manager/Staff Report Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council

and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

11. Adjournment

Posted by: _____ Date/Time: _____

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021

Agenda items may be taken out of order. Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to A.R.S. §38-431.03(A)(2) and (A)(3), the Council may vote to go into Executive Session for the purpose of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item. Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

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**TOWN OF CAMP VERDE MAYOR AND COMMON COUNCIL
SPECIAL SESSION – BUDGET
(PUBLIC HEARING-ADOPTION OF FINAL BUDGET)**

Wednesday, July 11, 2018, 6:00 P.M.

**COUNCIL SPECIAL SESSION
473 S. MAIN STREET, ROOM #106**

**COUNCIL CHAMBERS, TOWN HALL
CAMP VERDE, ARIZONA**

DRAFT MINUTES

1. Call to Order.

Mayor German called the meeting to order at 6:00 p.m.

2. Roll Call.

Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German were present.

Also Present: Town Manager Russ Martin, Town Clerk Judy Morgan, Finance Director Mike Showers, Risk Manager Carol Brown.

3. Pledge of Allegiance.

Led by Mayor German.

4. Special Session for FY2018-19 Budget - Public Hearing and Adoption of Final Budget. Legal action can be taken.

4.1. Public Hearing for comments on the proposed Fiscal Year 2018-19 Budget.

4.1.1. Staff Report.

Finance Director Mike Showers gave an overview, explaining the possible water company purchase, Expenses and Revenues, was dropped from \$1.5 MIL to 1.1 MIL, reducing what was approved in the tentative budget.

He gave an explanation of which town assets have debt attached to them, as they have built things (leased equipment, park, CVMO, etc.). The Debt Service Ratio of 9% is covering loans and is a great number. This budget is covering what they need and are asking for. The Enterprise Funds operate independently, not with the Town's tax dollars.

Councilor Baker asked about whether the match for CDBG monies was in this budget. Both Mr. Showers and Town Manager Martin responded CDBG monies were included in this budget, although the expectation was some (approximately \$50k) would be used in this fiscal year with the greater portion carrying over to the next fiscal year budget; this allowed flexibility in the steps and scheduling of the work. By budgeting the entire project amount each year it avoids confusion for the public.

Councilor Baker asked about the Yavapai County Flood monies and what was spent in FY 2017-2018. Mr. Martin explained the previous year's monies were rolled over into this year.

Councilor Whatley asked about the Distinguished Budget Award. Mr. Showers spoke on the award being an annual pursuit when he files the audit and

budget presentation. He spoke on there being additional pages in that submitted document that are not included in this document, but those pages are information/historical in nature, not necessary for the approval of the budget.

Councilor Baker asked about Human Resources, taxes and benefits increasing. Mr. Showers responded this is for Family Benefits which have been placed in this section of the budget. It is a good guess on total enrollment and subject to fluctuation based on employee participation.

4.1.2. Public Hearing open for comments.

Public Hearing was opened at 6:16 p.m.

Bruce George spoke in support of the budget, commending Staff and Council for the great work done.

Ron Posten spoke on his confusion with the Town’s A minus (A-) rating and research he had done indicating it wasn’t a high rating. Mr. Martin clarified it was a double A minus (AA-) rating, not an A minus (A-), which is considered a very good rating.

4.1.3. Public Hearing closed.

The Public Hearing was closed at 6:20 p.m. with no further public comments received.

4.2. Discussion, consideration and possible approval of the Town of Camp Verde FY19 Final Budget. [Staff Resource: Michael Showers]

Vice Mayor Murdock moved to approve the Town of Camp Verde FY19 Proposed Final Budget; Councilor Gordon seconding. It was approved by a 6-1 vote in favor, Councilor Baker voting against.

5. Adjournment.

Mayor German adjourned the Special “Budget” Session at 6:20 p.m.

Charles German, Mayor

Attest:

Judy Morgan, Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on July 11, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2018

Judy Morgan, Town Clerk

DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 11, 2018 at 6:30 P.M.

1. Call to Order

Mayor German called the meeting to order at 6:30 pm.

- 2. Roll Call.** Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German were present.

Also Present: Town Manager Russ Martin, Town Clerk Judy Morgan and Recording Secretary Marie Moore.

3. Pledge of Allegiance

Mayor German led the Pledge of Allegiance.

- 4. Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) Approval of the Minutes:

- 1) Special Session – June 20, 2018
- 2) Regular Session – June 20, 2018
- 3) Council Hears P&Z Matters – June 27, 2018

b) Set Next Meeting, Date and Time:

- 1) Wednesday, July 25, 2018 at 6:30 p.m. – Council Hears P&Z Matters – CANCELLED
- 2) Wednesday, August 1, 2018 at 6:30 p.m. - Regular Session
- 3) Wednesday, August 8, 2018 at 5:30 p.m. – Work Session
- 4) Wednesday, August 15, 2018 at 6:30 p.m. – Regular Session

c) Authorization for the signature and submittal of the attached Intergovernmental Agreement (IGA) for the Fiscal year 2018-2019 Financial Contribution from the Yavapai County Flood Control District to the Town of Camp Verde for Flood Control Improvements. [Staff Resource: Troy Odell]

Dee Jenkins requested that July 11 work session is cancelled and a special budget session added and the 12th. Special Budget session on the 18th

Councilor Jenkins requested the Minutes of June 20, 2018 Regular meeting, be corrected to read “Councilor Jenkins questioned where the Water Company revenue was in the budget, Showers concurred that \$1.5 million needed to be added to the Water Company Revenue and Expenses.” Under Item 7.1 and the changes in the Council meeting dates be reflected as the Manager stated in his report as well.

Councilor Baker requested a word correction to read “sever and cancel” rather than as worded with “severe” on the June 27th, 2018 minutes, page 4.

On a motion by Councilor Gordon, seconded by Councilor Baker, Council unanimously approved the Consent Agenda with the changes to the June 20, 2018 and June 27th minutes, as noted.

5. Special Announcements and presentations.

5.1. Second Quarter 2018 Report (April – June 2018) from the Planning & Zoning Commission. [BJ Davis to present report. Staff Resource: Melinda Lee]

Town Manager Russ Martin indicated that neither Chairman, Mr. Davis nor Community Development Director Carmen Howard were able to attend the meeting to give the report to Council. Martin did indicate that the Commissioners held a special meeting regarding special use permits and appreciated the Commissioners doing so.

5.2. Second Quarter 2018 Report (April – June 2018) from the Board of Adjustment and Appeals. [BJ Davis to present report. Staff Resource: Melinda Lee]

Town Manager Russ Martin indicated that the Board of Adjustments and Appeals did not have a report to present to Council for their second quarter, as there were no meetings during this period.

6. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

None

7. Business. Legal action can be taken.

7.1. Discussion, consideration and possible approval of a contract with Taurus Technology Investment Partners, Inc.(MerIT) for professional services for the Information Technology (IT) services. [Staff Resource: Russ Martin]

Town Manager Russ Martin explained to Council that this is currently the third Information Technologies (I.T.) company that has serviced the Town during his tenure and with each company, the services improve each time. Martin explained that the Town has made approximately \$300,000 in infrastructure upgrades which is helpful for the I.T. company due to less difficulty in maintaining the service. The cost of the I.T. company is \$60,000/year, which is less than what a specific employee or department would cost the town. The service contract does have cost increments throughout the next few years, and the company is on call for the Town's needs at any time. Martin commended the company's customer service as well.

Councilor Gordon questioned if MerIT was a subsidiary of Taurus Technology Investment Partners and requested clarification of who the Town was actually partnering with. Martin indicated contractually the company is Taurus and any motions made should reflect so.

Councilor Baker questioned why there were not bids received on this matter, and if its due to the fact that the amount is paid within a 3-year time frame. Martin explained that before it was paid on an hourly rate and the expense was increased. Taking a service out to bid is time and money consuming and it was decided there was more benefit to staying with the low price the Town is receiving.

Councilor Baker asked if the cost increase was standard. Martin explained that the company originally asked for the full amount starting in this fiscal year and he told them that was not acceptable and would take the service out to bid if it was a requirement. The company then agreed to a 3-year increment increase.

Councilor Jenkins asked if there was a detailed way of finding out how many hours are spent in comparison of what is being paid. Martin indicated he receives a breakdown any time services are rendered to the town.

Councilor Jenkins questioned if it is equivalent to the payment of an in-house I.T. employee and if so, the town should consider hiring an in house employee. Martin explained that the amount varies throughout the year and currently it is more cost effective to utilize the contract company.

On a motion Councilor Gordon, seconded by Councilor Jenkins, Council unanimously approved contract with Taurus Technology Investment Partners, Inc. (MerIT) for professional services for the Information Technology (IT) services.

7.2. Discussion, consideration and possible approval of a contract with Southwestern Environmental Services (SEC) for professional engineering services for design of the expanded lift station serving property north of I-17 along Highway 260. (Staff Resource: Russ Martin, Troy Odell)

Town Manager Russ Martin explained to Council that with the approval of the Red Moon RV Park two weeks ago, it is necessary for the Town to move forward with and to be in control of the design and project for the expanded lift station. Staff believes that it is in the Town's best interest to work with SEC who is transparently working with the developer of the Red Moon RV Park. Martin explained that due to the possible complications of putting a lift station in a flood zone, staff is requesting a budget of up to \$90,000. The anticipated amount is \$70,000. Martin indicated that this is a significant step in infrastructure for the area and will help provide more commercial ventures along Hwy 260.

Vice Mayor Murdock questioned if the location of the lift station is in the previously discussed location and where the budgeted funds would be coming from. Martin indicated that it is within the vicinity but not the exact location. The funding would be through the Waste Water Department's budget. Vice Mayor Murdock stated that she feels that any way the town can help prepare is beneficial to the future of the Town and quoted SEC's motto "Growth is inevitable, it is planning that makes a difference."

Councilor Baker expressed concern about the flood zone issue and possible issues with ADEQ. Martin explained that the difficulty in sewer is there must be gravity to make it work and the benefit of putting it as low as possible outweighs the cost.

Councilor Jenkins asked for clarification regarding the offset cost. Martin explained that there will be 40% which will offset the complete construction. The construction cost is unknown at this time.

On a motion by Vice Mayor Murdock, seconded by Councilor Baker, Council approved a contract with Southwestern Environmental Services (SEC) for professional engineering services for design of the expanded lift station serving

property north of I-17 along Highway 260 up to \$90,000.

8. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

None

9. Council Informational Reports.

Councilor Whatley attended Camp Verde Promotions Water Day. The attendance was lacking and CV Promotions will reassess a possible change of date for a celebration of the 4th of July for the Town.

Vice Mayor Murdock indicated that she attended the water day with her kids who thoroughly enjoyed it. She expressed her appreciation to CV Promotions and their continual efforts to keep the community involved. She also attended the local Farmers Market and expressed her appreciation toward the local vendors.

Councilor Gordon attended the water day event with his family and indicated they enjoyed the event and expressed his gratitude to CV Promotions.

Councilor Baker was unable to attend the event but expressed her appreciation toward CV Promotions for all they do for the community.

Mayor German indicated that there will be a meeting August 16 with Northern Arizona Health Care where the community needs assessment will be shared and feels it is important to attend and to address the needs of the citizens and what can be expected for Camp Verde.

10. Manager/Staff Report

Town Manager Russ Martin assured Council that he was continuing in his research regarding a recycling option and was going to meet with Sedona Recycles as well as the City of Sedona Town Manager tomorrow, Thursday, July 12, 2018 with hopes of getting several options and concepts to address the issue.

If Council would like to have a League booth, as has been desired on annual basis, staff is in need of council help. Staff can put it together but there needs to be someone to run the booth. He offered the option to meet this Friday morning regarding participation and planning. All Council members interested will be present at 8:30 am on Friday the 13th, 2018.

He gave an explanation on why for the last 5 weeks the Clerk's office has been closed on Fridays. This is due to staffing issues as well as lack of necessity to be open. The alternative to having the office open is referring any patrons to the Community Development Department for help, mainly for business licenses. Martin also explained that he is available on most Fridays to help anyone in need. This closure will most likely take place through the first week in August and as of this time, no public complaints have been heard regarding the office closure.

T-mobile has significantly invested in the community cellular market and it is important for the town to discuss more with them due to the large cost of the current cellular bill. A meeting will take place on Friday, July 27, 2018 regarding what they are offering.

11. Adjournment

The meeting adjourned at 7:15 pm.

Mayor Charles German

Attest: Town Clerk Judy Morgan

CERTIFICATION

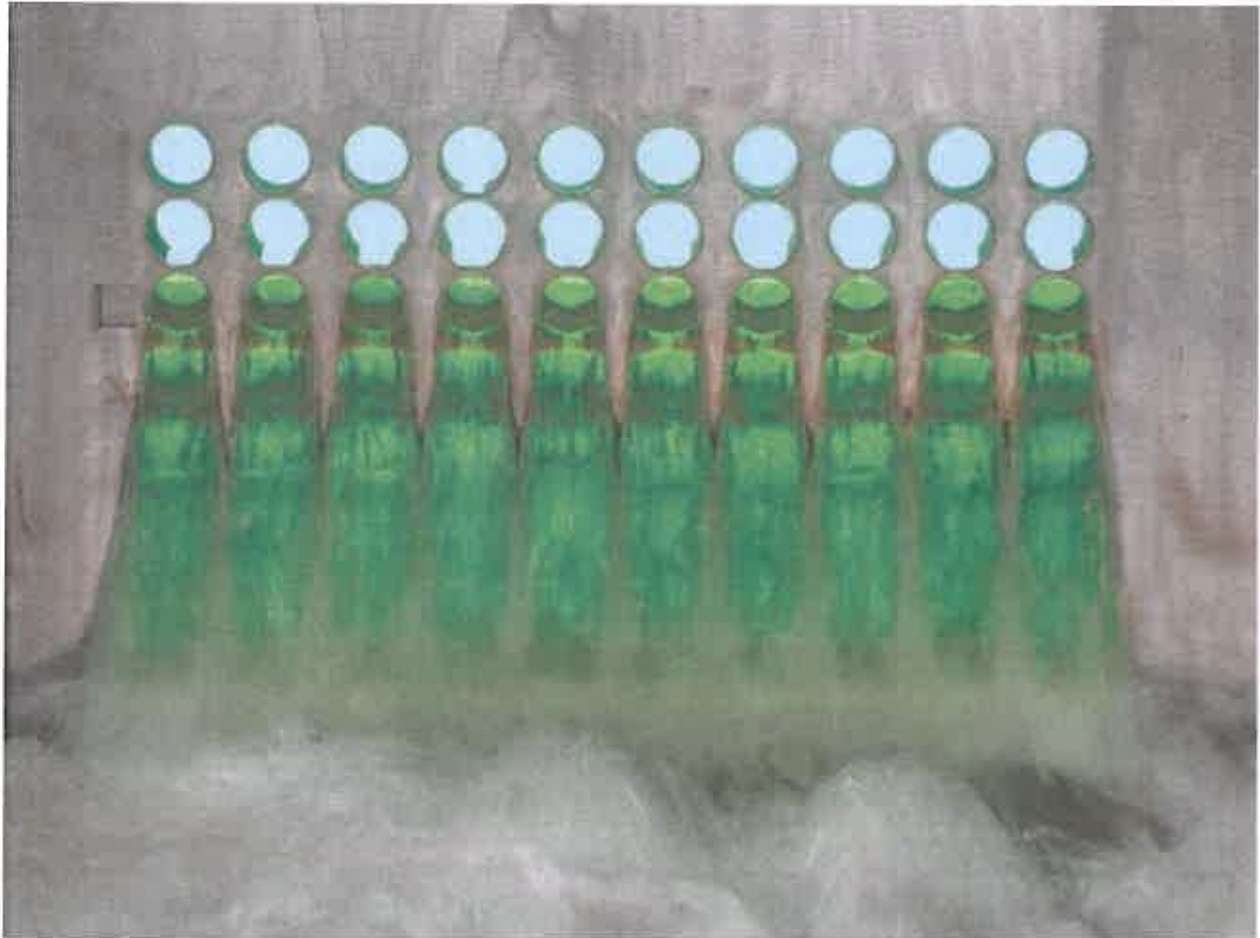
I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during Council Meeting of the Town Council of Camp Verde, Arizona, held on July 11, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2018.

Judy Morgan, Town Clerk

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NON-CONTACT UV DISINFECTION SYSTEM – CONCEPT LEVEL PROPOSAL



Camp Verde, AZ. Water Reclamation Facility -UV
Disinfection System for AZ Title 18- Class A+
effluent

Prepared For:

Jan Grogan
Manager, Sewer Department
Town of Camp Verde.
P.O. Box 1205
Camp Verde, AZ 86322

DOCUMENT REVISION HISTORY

Name	Date	Reason For Change	Revision #
Concept Level Proposal	11/16/2016	N/A	0

Jan Grogan
Manager, Sewer Department
Town of Camp Verde, AZ

ENAQUA
A Grundfos Innovation Company
2410 Birch Street
Vista, CA 92081
Phone: (+1)7605992644
Fax: (+1)7605992642
www.enaqua.com

Name: Arijit Sarkar
Direct : 760 599 2644 # 1102
Email: asarkar@Enaqua.com
Date November 16, 2016

REF: Camp Verde WRF

SUB: Concept level proposal for UV disinfection system- Reuse

Enaqua Ref No: ASR_B16USAZ05

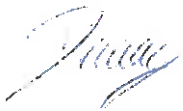
Dear Jan,

Enaqua is pleased to provide the following concept level proposal for Non-Contact UV Disinfection for the above referenced project.

Enaqua Non-Contact UV Disinfection Systems have been proven to provide superior performance, resistance to fouling and scaling, combined with electrical efficiency and minimum maintenance. The lack of quartz sleeves and seals completely eliminate the need for automated cleaning systems, acid baths, hoists, and the replacement cost of the quartz sleeves housing the lamps.

Please do not hesitate to contact us with any questions you may have regarding this proposal, or the Enaqua Non-Contact UV Disinfection system operation. Thank you for your interest in Enaqua and the opportunity to provide you with this proposal.

Regards,



Arne Diering
CEO



Arijit Sarkar
Applications Engineer

Your Equipment Representative Contact person:

Ron Clark
Applied Products Group.
23623 N. Scottsdale Rd, Suite D3-270
Scottsdale, AZ 85255
Tel: 602.793.6545
E-Mail: rclark@apgwater.com

SUMMARY:

The details of the reactor(s), scope of supply, reactor drawings, summarized O & M information, and other pertinent information are provided in the following sections.

1. DESIGN CRITERIA:

The flow rates and water quality parameters used for reactor sizing are listed in the table 1.1 below:

Table 1.1: Design criteria- PHASE 1

Minimum Hourly Flow	.35/ 243.1	(MGD)/(GPM)
Peak Hour Flow	1.08/ 750.0	(MGD)/(GPM)
UV Transmittance	65.0	% UVT (Minimum)
Total Suspended Solids*	10.0	mg/l (30 day average)
Total BOD*	10.0	mg/l (30 day average)
Indicator Organism	Fecal Coliform	
Total Coliform Permit Limit 1	4/7	Samples Non-Detect for Fecal Coliforms
Total Coliform Permit Limit 2	23.0	MPN/100 mL, single sample maximum
Disinfection UV Dose	80.0	Minimum manufacturer calculated UV Dose of 80.0 mJ/cm ² . UV Dose calculated after applying certified-Lamp End Of Lamp Life (EOLL) of 87%, and Fouling Factor of 89%.
Plant Process	Advanced Wastewater Treatment Facility (AWTF) and sand media Filtration prior to UV Disinfection	
Particle Size*	<10.0	Microns
Total Iron*	0.3	mg/l
NTU*	< 2	NTU
Equipment Redundancy	0.0	% of Banks at peak flow

*Note: Industry standard values used for this concept level proposal

2. PROPOSED PROCESS FLOW & DESIGN REDUNDANCY:

The proposed process flow diagram is shown in the Figure 1 below and the flow ranges of the UV reactor(s) are presented in the Table 2.1 below. The proposed configuration consists of two identical-parallel UV trains, one for current Phase and One for Future Phase. Each UV train has one double-bank UV reactor, and one single bank UV reactor - total of three (3) banks. Three (3) operating banks per UV train are designed to provide the specified UV dose at peak hourly flow for the water quality parameters listed in table 1.1.

Figure 1: Preliminary Process Flow diagram

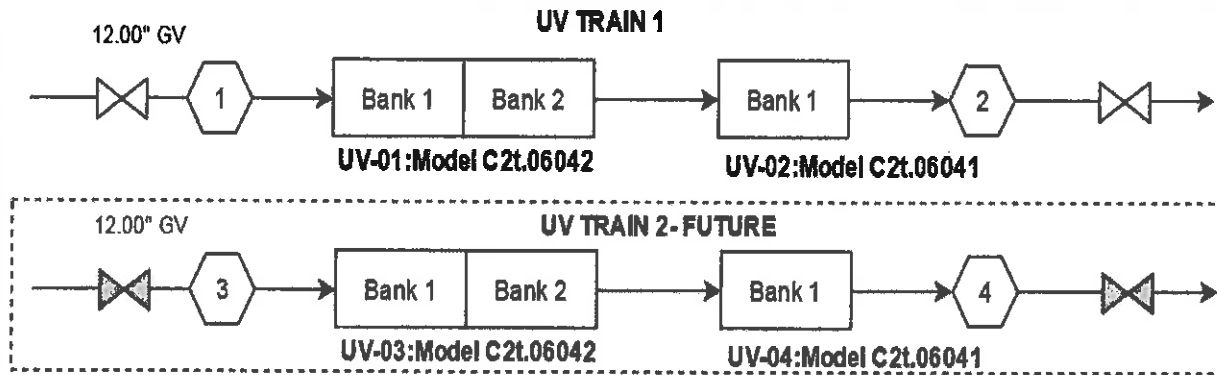


Table 2.1: Preliminary Process Flow

Tag	Description	UV Disinfection Flow Rate (MGD)/ GPM for UV Dose of 80.0mJ/cm ² @ 65.0% UVT
1	Filtered Influent to UV Reactors 01 & 02 (Three Operational Banks)	1.08/750.0
2	Disinfected Effluent from Reactors 01 & 02 (Three Operational Banks)	1.08/750.0
3	Filtered Influent to UV Reactors 03 & 04 (Three Operational Banks)*	1.08/750.0
4	Disinfected Effluent from UV Reactors 03 & 04 (Three Operational Banks)*	1.08/750.0

*Note: UV Train to be added in Future

3. SCOPE OF SUPPLY:

Summary details of the proposed reactor selected to meet the effluent permit criteria (based on the water quality parameters listed in Table 1.1) are provided in Tables 3.1 and 3.2 below:

Table 3.1: Scope of Supply – UV Reactor(s)

Reactor Model Number- UV reactors 01 & 03	C2t 06042
Reactor type	In Pipe Flanged
Process Connections	12.00" Ø, CL 150 Flange
Installation notes	outdoor covered or indoor Installation
Reactor Configuration	For Reuse
UV Lamps	145 W Low Pressure High Intensity Non Amalgam
Non-contact Reactor Material	C Series- AFP840™ Tube
Material of construction	304 Stainless Steel
UV REACTOR	
Number of proposed UV Reactor(s)	1
Number of Banks per Reactor	Two (2)
Number of AFP Tubes/ Bank	24
Number of Lamp Racks per Bank	5
Number of Lamps per Lamp Rack	8

Number of lamps per Bank	40
Total number of lamps (reactor)	80
Total number of ballasts (reactor)	80
Reactor Model Number - UV reactors 02 & 04	C2t.06041
Process Connections	12.00" Ø, CL 150 Flange
Installation notes	outdoor covered or indoor Installation
Reactor Configuration	For Reuse
UV Lamps	145 W Low Pressure High Intensity Non Amalgam
Non-contact Reactor Material	C Series- AFP840™ Tube
Material of construction	304 Stainless Steel
UV REACTOR	
Number of proposed UV Reactor(s)	1
Number of Banks per Reactor	One (1)
Number of AFP Tubes/ Bank	24
Number of Lamp Racks per Bank	5
Number of Lamps per Lamp Rack	8
Number of lamps per Bank	40
Total number of lamps (reactor)	40
Total number of ballasts (reactor)	40
Total number of Lamps (System)- Two UV reactors & three UV banks	120

Table 3.2: Scope of Supply – CONTROLS

UV INTENSITY SENSORS	
Number of UV intensity Monitors	3 (1 per Bank)
CONTROLS & ELECTRICAL	
ADR	3 (1 per Bank)
EDC (Ensure Dosing Controller) and SCADA integration	2 (1 per reactor)
Power Distribution / Disconnect Panels	3 (1 per Bank)
HMI Panels (with SCADA integration)	1 (Common)
OPTIONAL EQUIPMENT INCLUDED IN PROPOSAL	
In Line UV Transmittance (%) Analyzer	Optional
Ultrasonic Level Sensor	2 (1 per reactor)

4. OPERATING CONDITIONS:

The reactor head loss at peak flow rate, and the total connected load of the reactor are provided in the Table 4.1 below:

Table 4.1: Operating conditions

Calculated Head loss (inches)-Flange to Flange	Total Connected Load Per UV Reactor @ 480 V 3 Ø
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UV Reactors 0 1 & 03 (C2t.06042)- Peak flow rate	< 5.65 Inches	Total connected Load for UV Reactors C2t.06042/ C2t.06041 (kW)	12.7/6.35
UV Reactors 02 & 04 (C2t.06041)- Peak flow rate	< 4.8 Inches	Total connected Load for UV Reactors C2t.06042/ C2t.06041 [(kVA) calculated with a PF of .95]	13.37/6.7
Combined Head loss through three UV reactors at Peak flow rate	< 10.45 Inches*	Total connected Load for UV Reactors C2t.06042/ C2t.06041 (Amps)*	16.1/8.1

*Note: Total connected load for the entire UV reactor(s) and associated cooling and control components

+Note: Flange to flange head loss through UV reactors at flow. Major losses (due to piping) between UV reactors and minor losses (due to valves and fittings) between UV reactors are not included in calculation of head loss.

5. OPERATIONS & MAINTENANCE INFORMATION:

The power usage at Annual Average flow (kW) and the projected lamp replacement costs based on 24/7 operations at Peak flow are provided in Table 5.1 below:

Table 5.1: Power usage at average and peak flow and lamp replacement

Actual Calculated Power Usage		Lamp Replacement Costs (\$)		
Flow Rate	kW	# Of UV Lamps Replaced/ Year@ Flow Rate*	Price per Lamp (\$)	Annual Lamp Replacement Cost (\$)
Annual Average Flow (10.0 MGD) @ 60.0 % UVT	19.05 [^]	88	85.0	\$ 7,480.00

[^]Note: One UV Train Operating with Three (3) Active banks per Train.

*Note: One UV Train Operating with Three (3) Active banks per Train. Based on 40 UV Lamps active/ bank x 3 banks operational, and an annual lamp replacement factor of .73 {(24 hrs. /day x 365 days a year)/ (12,000 Hr. lamp Life)}

GENERAL MAINTENANCE:

The AFP840™ Tube reactors are the only UV transmitting reactor component that is in contact with waste water, and the AFP840™ tubes have been demonstrated to have high resistance to fouling. No cleaning chemicals are required/ necessary for cleaning of the AFP840™ tubes. The cleaning procedure is very simple and cleaning instructions are provided in the O&M manual and the brush attachment for manual cleaning is supplied with the reactors.

6. ELECTRICAL REQUIREMENTS:

The electrical requirements for the proposed reactor are provided in Tables 6.1, and 6.2 below:

Table 6.1: Electrical requirements per UV Reactor- Reactors 0 1 & 03 (C2t.06042)

<ol style="list-style-type: none"> Each Reactor requires an electrical supply of Two (2) 480V/3P 4 wire (plus ground) – 15.0 A (One per bank) Each Reactor Cooling System & Controls require an electrical supply of Two (2) 120V/ 1P/ 2 wire (plus ground) – 15 A (One per bank) Each HMI Panel requires an electrical supply of one (1) 120V/ 1P/ 2 wire – 20 A
--

Note: Based on 60Hz power

Table 6.2: Electrical requirements per UV Reactor- Reactors 0 1 & 03 (C2t.06041)

<ol style="list-style-type: none"> 1. Each Reactor requires an electrical supply of One (1) 480V/3P 4 wire (plus ground) – 15.0 A 2. Each Reactor Cooling System & Controls require an electrical supply of One (1) 120V/ 1P/ 2 wire (plus ground) – 15 A

Note: Based on 60Hz power

7. STANDARD EQUIPMENT WARRANTIES:

- A. The equipment furnished (excluding lamps, ballasts) shall be warranted to be free of defects in material and workmanship, including damages that may be incurred during shipping for the lessor of a period of 12 months from substantial completion of the installed UV system or 18 months from receipt of all equipment supplied by the contractor and received in good condition by owner.
- B. **UV LAMPS:** UV lamps shall be warranted for a minimum of 12,000 hours operating time under the conditions specified herein prorated after 9,000 hours. In the event of premature UV lamp failure, the UV system supplier shall offer the following:
 - a. Lamp failure before 9,000 hours – send a replacement lamp free of charge
 - b. Lamp failure after 9,000 hours – issue a credit proportional to the hours not used.
- C. **BALLASTS:** Electronic ballasts are fully warranted for 3 years, extended to five years with first purchase of (1:1) replacement lamps from ENAGUA lamps within three years of installation.

8. STANDARD PERFORMANCE/DISINFECTION GUARANTEE:

- 1. Enaqua shall guarantee that the proposed UV disinfection system shall produce an effluent that meets or exceeds the requirements of this specification. The effluent quality exiting the UV system must be equal to or better than the specification requirements. The guarantee shall be applicable for a duration of twenty (20) years from the date of startup as long as the wastewater flow and quality remains in the range(s) specified in the Design Criteria.

9. BUDGETARY PRICING FOR PROPOSED UV REACTORS:

REP will advise on budgetary pricing.

10. MECHANICAL DRAWINGS AND LAYOUT RECOMENDATIONS-Phase 1:

Mechanical drawings of the Proposed UV reactors are provided in Figure 2 and Figure 3 below.

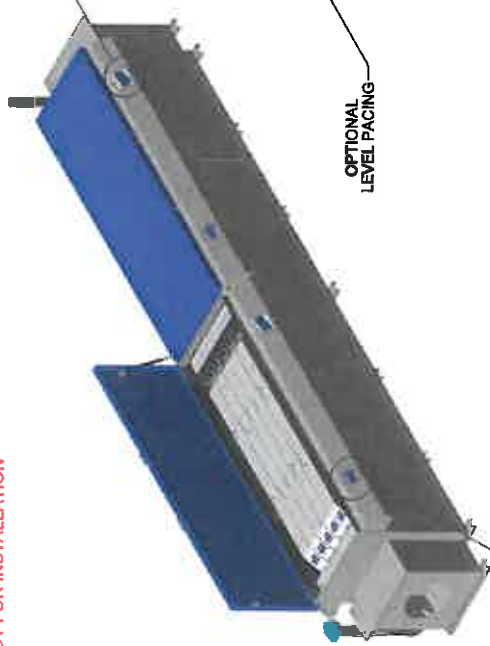
FIGURE 2: UV Reactor Reactors 01 & 03 (Model C2t.06042)

**SALES ENGINEERING DRAWING
NOT FOR INSTALLATION**

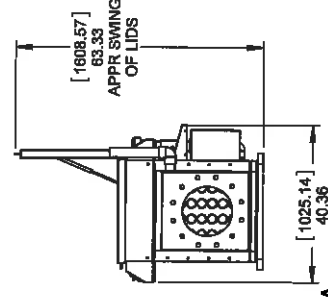
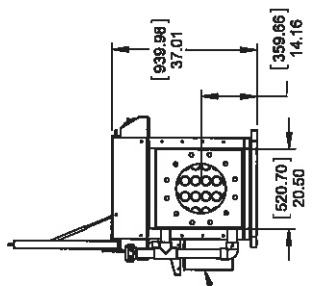
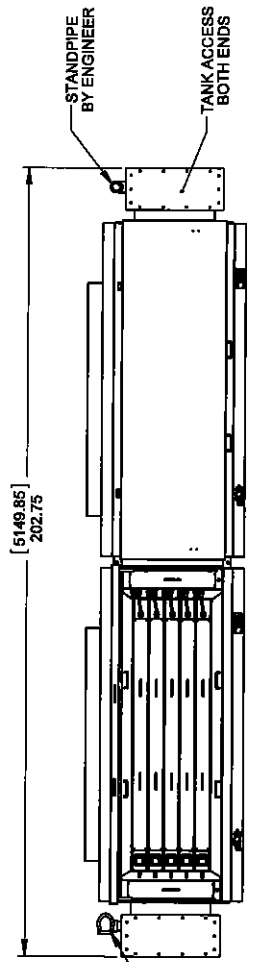
ZONE	REV.	DESCRIPTION	DATE	APPROVED
-	A	RELEASE FOR PROPOSAL	4/14/14	JFW



LCD DISPLAY



OPTIONAL LEVEL PACING



HAND/OFF/AUTO SWITCH ALARM/POWER INDICATORS

ENACOR
A DIVERSIFIED INNOVATION COMPANY

2410 Birch St
Visalia, CA 93201

SE DRAWING-MODEL C21.06042

DATE: 3/18/14
DRAWN: JFW-HITE
CREATED: [blank]
REV: B

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES/(mm)

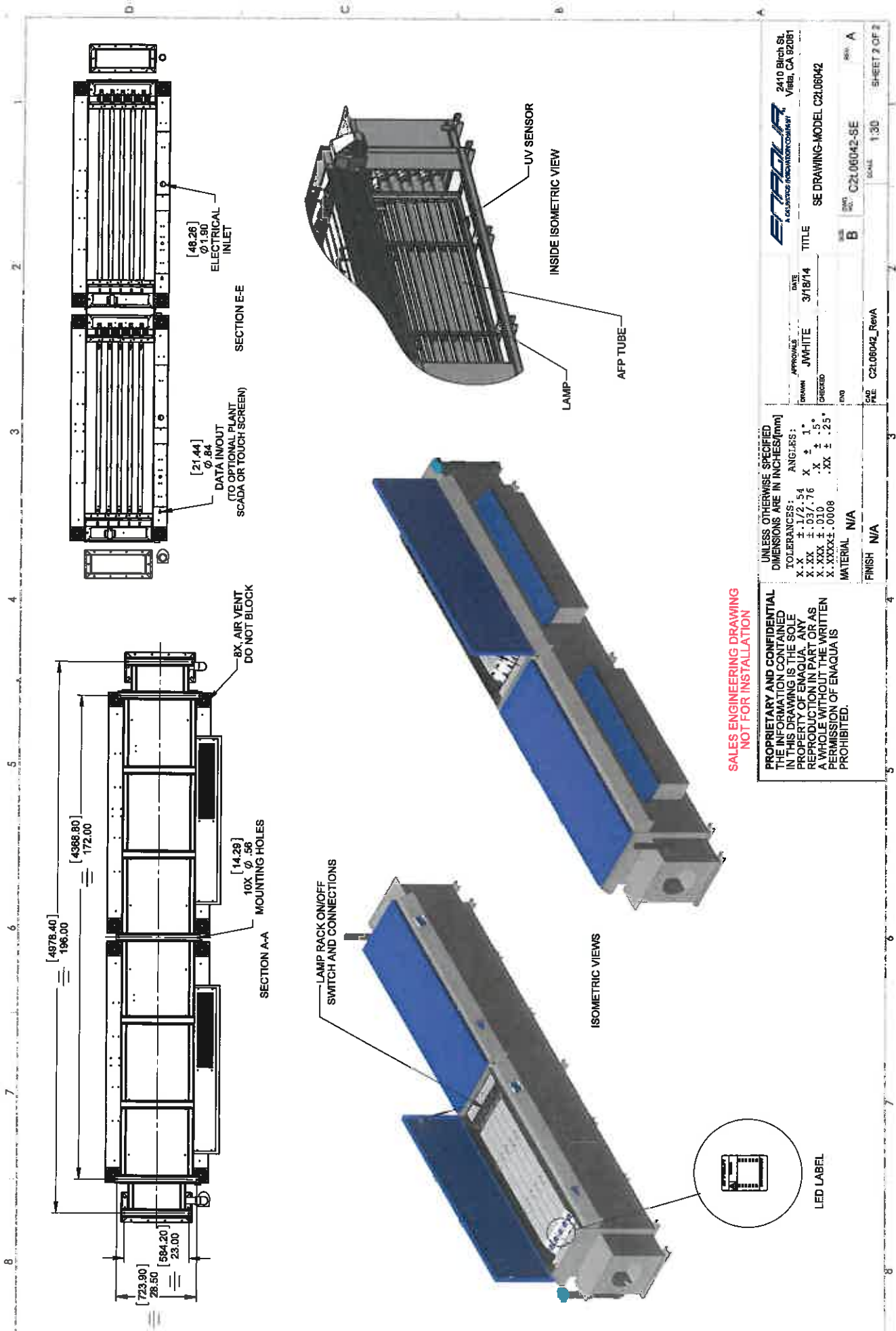
TOLERANCES: ANGLES:
X.X ± 1/2°.54 X ± 1°
X.XX ± .03/.76 X ± .5°
X.XXX ± .010 X ± .5°
X.X°XX ± .0008 .XX ± .25°

MATERIAL: N/A
FINISH: N/A

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED
IN THIS DRAWING IS THE SOLE
PROPERTY OF ENACOR. ANY
REPRODUCTION IN PART OR AS
A WHOLE WITHOUT THE WRITTEN
PERMISSION OF ENACOR IS
PROHIBITED.

FILE: C21.06042_RevA
SCALE: 1:32
SHEET 1 OF 2

- Notes (unless otherwise specified)
1. Drawing in accordance with ASME Y14.5-2009.
 2. All dimensions in inches or [millimeters].
 3. All wetted components of stainless steel, APP, or non-corrosive materials.



**SALES ENGINEERING DRAWING
NOT FOR INSTALLATION**

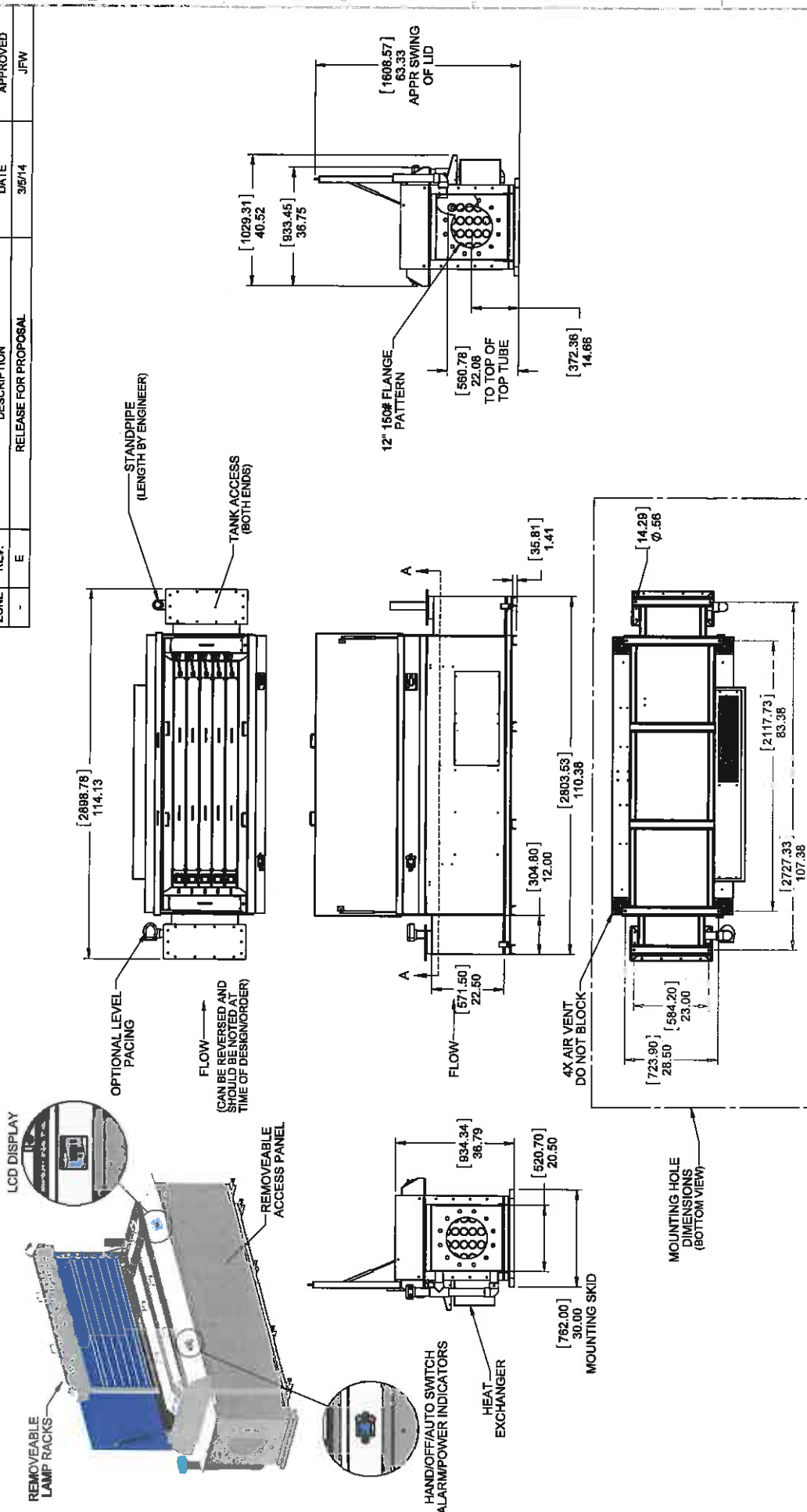
UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES(MM)
TOLERANCES: ANGLES:
X.X ± .1/2 .54 X ± 1°
X.XX ± .03/.76 X ± .5°
X.XXX ± .010 .X ± .25°
X.XXXX ± .0008 .XX ± .25°
MATERIAL N/A
FINISH N/A

APPROVALS	DATE	TITLE
JWHITE	3/18/14	SE DRAWING-MODEL C21.06042
DRAWN	CHECKED	REV. A
ENG		
SCALE	1:30	SHEET 7 OF 2
FILE	C21.06042_RevA	

2410 Birch St.
Vista, CA 92081
ENQAUA
A QUALITY ASSURANCE COMPANY

FIGURE 3: UV Reactor Reactors 02 & 04 (Model C2t.06041)

**SALES ENGINEERING DRAWING
NOT FOR INSTALLATION**



ZONE	REV.	DESCRIPTION	DATE	APPROVED
	E	RELEASE FOR PROPOSAL	3/6/14	JFW

NO.	DATE	DESCRIPTION
1	4/23/10	SE DRAWING: MODEL C21.06041

APPROVALS:	DATE:	TITLE:	SIZE:	SCALE:	SHEET 1 OF 3
JWHITE	4/23/10	SE DRAWING: MODEL C21.06041	B	1:30	
CHECKED:					
ENG:					
CAD FILE:	C21.06041_RevE				

**UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES/(mm)**

TOLERANCES:

- X.X ± .1/2 .54
- X.XX ± .03/.76
- X.XXX ± .010
- X.XXXX ± .0008

ANGLES:

- X ± 1°
- .X ± .5°
- .XX ± .25°

MATERIAL: N/A

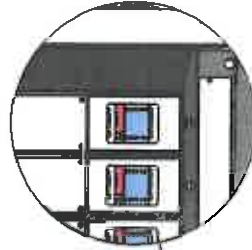
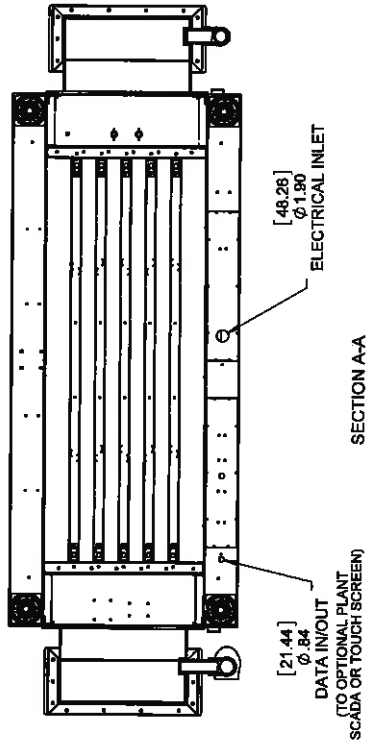
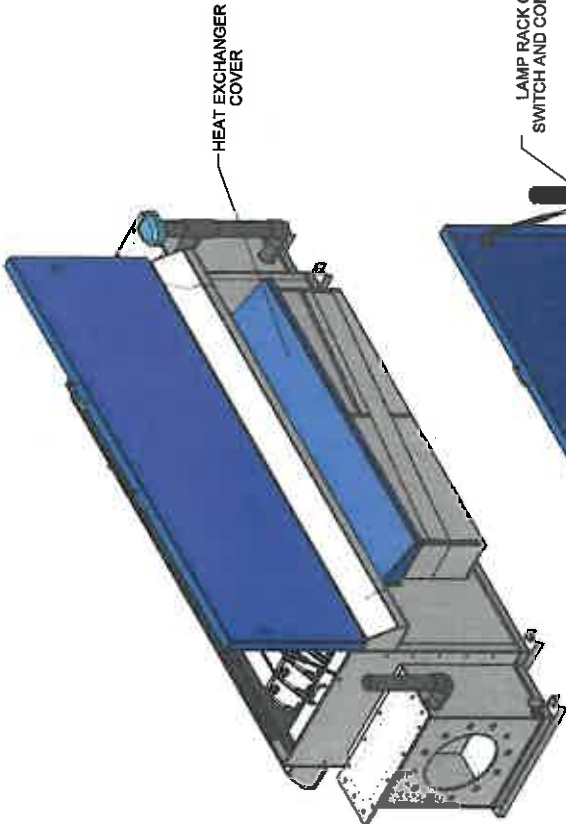
FINISH: N/A

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED
IN THIS DRAWING IS THE SOLE
PROPERTY OF ENAQUA. ANY
REPRODUCTION IN PART OR AS
A WHOLE WITHOUT THE WRITTEN
PERMISSION OF ENAQUA IS
PROHIBITED.

Notes (unless otherwise specified)

1. Drawing in accordance with ASME Y14.5-2009. All dimensions in inches or [millimeters].
2. All wetted components of stainless steel, AFP, or non-corrosive materials.
- 3.

SALES ENGINEERING DRAWING
NOT FOR INSTALLATION



SALES ENGINEERING DRAWING
NOT FOR INSTALLATION

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES/(mm)

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PERMISSION OF ENAQUA IS
PROHIBITED.

TOLERANCES:
X.X ± .1/2.54 X & 1*
X.XX ± .03/.76 X & 1.5*
X.XXX ± .010 X & 1.5*
X.XXXX ± .0008 X & 2.5*

ANGLES:
X & 1*
X & 1.5*
X & 2.5*

MATERIAL N/A
FINISH N/A

APPROVALS	DATE	TITLE	REV.
DRAWN: JWHITE	4/23/10	SE DRAWING: MODEL C21.06041	E
CHECKED			
SIZE	SCALE		
B	1:20		
DWG. NO. C21.06041			
SHEET 2 OF 3			

Ron Clark
Applied Products Group.
23623 N. Scottsdale Rd, Suite D3-270
Scottsdale, AZ 85255

ENAQUA
A Grundfos Innovation Company
2410 Birch Street
Vista, CA 92081
Phone: (+1)7605992644
Fax: (+1)7605992642
www.enaqua.com

Name: Arijit Sarkar
Email: asarkar@grundfos.com
Date January 25, 2017

REF: Camp Verde WRF, AZ.
SUB: Pricing for Concept level proposal for UV disinfection system-Enaqua Ref No:
ASR_B16USAZ05_Rev1

Dear Ron,

Per your request, we are providing you the revise budgetary pricing for the above referenced project separately. The reactor pricing listed below includes a 10.0 % commission for APG.

Table 8.1: Budgetary Pricing

NO.	DESCRIPTION	UNIT PRICE	QTY	SUB-TOTAL
1	UV Reactor 1 (UV 01 & UV 02)	\$156,250.00	-	\$156,250.00
2	UV Reactor 2 (UV 03 & UV 04)	\$156,250.00	-	\$156,250.00
3	Power Disconnects, HMI	-	Per table 3.2	Included
4	Start-up and Commissioning Services ⁺	\$5,000.00	1	\$5,000.00
5	Spare Parts	-	Per Table 8.2	Included
6	In Line UVT % Analyzer	\$10,000.00	1	\$10,000.00
Net sales price				\$329,500.00
Shipping and Handling				\$8,500.00
*TOTAL				\$338,000.00

Note: Shipping is FOB Vista, CA.

*Note: Budgetary prices valid for 9 months from the date of this proposal.
+Note: Travel time and two (2) eight hour work days on site included in estimate
Table 8.2: Spare parts included in the proposal includes:

NO.	ITEM	QTY
1	Ballast	8
2	UV lamps	8
3	UV Sensor	1
4	Operator's safety kit [^]	2
5	Cleaning Kit [^]	1

Note[^]: Two operator safety kits and one cleaning kit included standard.

*\$325,000
w/ wife*

Table 8.3: Terms of Payment: Net 30 upon completion of the milestones listed below:

Order acceptance (prior to shipping)	30	%
Upon approval of O&M manual	30	%
Upon delivery of all goods	30	%
After start up	10	%

Please feel free to contact me any time should you have any questions or require additional information.

Regards,



Arijit Sarkar (Applications Engineer)

Final

Wastewater WIFA Funding Estimates
Town of Camp Verde - FY18

Projects	Cost Estimate	Sub-total	Purpose
Drying Beds (dirt work \$200,000)	906,810		Primary system Cost Savings
Sludge Pump Vaults 1&2	110,400		
Yard Piping	30,000	1,047,210	
Lagoon closure West	100,000		Secondary Syst. Sustaining Plant
Repurpose Lagoons	180,000		
Lagoon Liner (if req'd by ADEQ)	75,000	355,000	
Plant change over includes Header Pipe replacement, rework clarifier and wasting improvements	600,000		Incr'd Capacity - .3 to .65
Fire Main back to WWTP	105,000	705,000	
Solar Installation	500,000	500,000	Energy & Cost Savings
Adding UV disinfection	320,000	320,000	Best Syst/Reduce Chi use
Lift Station VFD	27,000		Sustaining Plant
Lift Station Pump	80,000		
Lift Station SCADA	30,000	137,000	
Truck Pump Station includes road widening and culvert	50,000	50,000	Sell water / limit ground water use from Const.
Chlorine Canopy	43,000	43,000	
UV and Filter Building	80,000		Protect System
Tertiary Filters & Turbidity Meter	269,000		
Chlorine Contact	103,750		
Belt Press Enclosure	30,000		
Current Billable Draw-downs	70,000	552,750	
Est'd Engineering/Cost of Money (15%)	330,000	330,000	

Total Projects 4,039,960

Est'd Principal Forgiveness 1,000,000

Final WIFA Draw-down 552,750 (Actual Avail. - \$559,930)

Debt Requirement 2,487,210

Refinancing

USDA RD Loan 92-07 2,797,757

WIFA Loan 088 2,131,579

WIFA Loan 071 246,653

Refinancing Total 5,175,989

Total Package 9,215,949

Agenda Item 4.d.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 1st, 2018

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Special Session

Requesting Department: Public Works- Storm Water Division

Staff Resource/Contact Person: Troy Odell

Agenda Title (be exact): Possible award of Agreement #18-127, in the amount of: **\$ 55,799.00**

to: FCI Constructors, Inc. for the construction of drainage improvements along Verde Lakes Dr.

List Attached Documents: JOC Quote Request (includes bid tab, road repair drawing, map drawings)

Estimated Presentation Time: 5 min

Estimated Discussion Time: 5 min

Reviews Completed by:

Department Head: Town Attorney Comments: N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: None

Budget Code: _____ **Amount Remaining:** _____

Comments: Funding from Yavapai County Flood Control District

Background Information: The Verde Lakes Subdivision has regularly experienced flooding issues along Verde Lakes Drive between SR 260 and the Bull Pen Wash. The flooding is due to the lack of capacity of the existing roadside ditches from years of sedimentation and overgrowth. This project will re-excavate and re-shape the roadside ditch along Verde Lakes Dr. and replace damaged/deteriorated culverts that will improve the drainage in this area.

Recommended Action (Motion): Award agreement # 18-127 to: **FCI Constructors** in the amount of: **\$55,799.00** for the construction of drainage improvements along Verde Lakes Drive.

Instructions to the Clerk:

SHEET 2 OF 8
SHEET 3 OF 8
VERDE LAKES
DRIVE NORTH



~~SHEET 4 OF 8
SHEET 5 OF 8
VERDE LAKES
DRIVE SOUTH~~

OMIT

~~SHEET 6 OF 8
CLINTON LANE~~

OMIT

~~SHEET 7 OF 8
STILL WATER DRIVE~~

OMIT

SHEET INDEX MAP

N.T.S.



SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	VERDE LAKES DRIVE NORTH
SHEET 3	VERDE LAKES DRIVE NORTH
SHEET 4	VERDE LAKES DRIVE SOUTH N/A
SHEET 5	VERDE LAKES DRIVE SOUTH N/A
SHEET 6	CLINTON LANE EASEMENT N/A
SHEET 7	STILLWATER DRIVE EASEMENT N/A
SHEET 4	SECTIONS AND DETAIL

QUANTITIES:

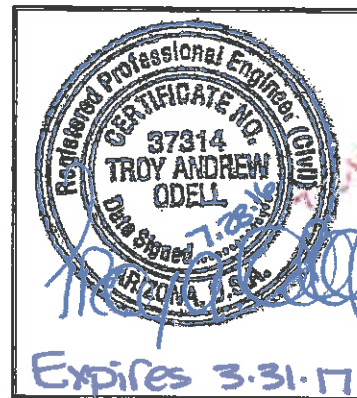
18" CMP	1,145 L.F. AND 46 EACH BANDS	500 LF AND 18 BANDS
27" x 21" CMPA	145 L.F AND 6 EACH BANDS	OMIT
CHANNEL A-A	1,115 L.F.	OMIT
CHANNEL B-B	1,100 L.F.	967 LF
DITCH CLEANING	1,320 L.F.	240 LF
ASPHALT PATCH SLURRY FILL	181 SQ. YRDS.	60 SQ. YRDS.
DITCH DIVERSION RIP-RAPPED BERM	15 L.F.	OMIT
CLEAN & JACK EXISTING CULVERT	2 EACH	OMIT
GROUTED RIP RAP SCUPPER BASIN	1 L.S.	OMIT

ALL QUANTITIES SHOWN ARE ESTIMATES ONLY. CONTRACTOR QUOTING PROJECT IS RESPONSIBLE FOR VERIFYING /CORRECTING ALL PROJECT QUANTITIES PRIOR TO SUBMITTING QUOTES

Note: Contractor is to quote only these 4 sheets included with this request for quote and the revised quantities given on this sheet. Carefully read the revised construction notes to include any items of work not listed in the quantities.



NOTE: CONTRACTOR SHALL CONTACT THE BLUE STAKE AUTHORITY AND HAVE EXISTING UTILITIES MARKED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



TOWN OF CAMP VERDE - PUBLIC WORKS DEPARTMENT
395 S. MAIN STREET, CAMP VERDE, ARIZONA 86322 (928) 554-0820

VERDE LAKES DRAINAGE COVER SHEET

DESIGN: TAO | DRAWN: M.E.M. | DATE: 7/2016
REVISIONS: OMITTED SHTS 4,5,6,7
recalculated & edited quantities 7-2-18
APPROVED: TAO | SHEET 1 OF 4 SHTS

Revised 7-2-18 (10)
Expires 3-31-20



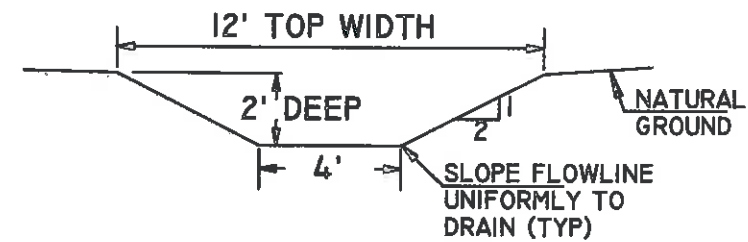
SITE PLAN 1" = 50'



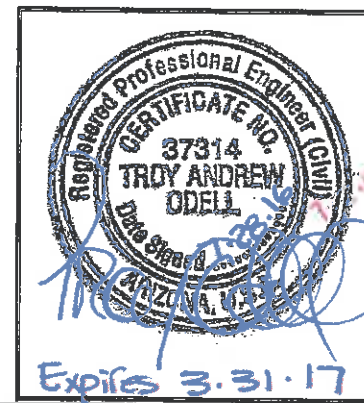
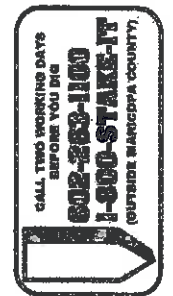
NOTE: CONTRACTOR SHALL CONTACT THE BLUE STAKE AUTHORITY AND HAVE EXISTING UTILITIES MARKED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

CONSTRUCTION NOTES:

- ① REMOVE EXISTING DRIVEWAY CULVERT(S) AND WIDEN DRIVEWAY. INSTALL 30 LINEAR FEET OF (2) 18" CMPS IN THEIR PLACE. REPLATE EXISTING DRIVEWAY WITH A MIN. OF 4" OF ABC OVER THE DISTURBED AREA. **(3-DRIVEWAYS THIS SHEET)**
- ② CONSTRUCT DRAINAGE CHANNEL PER SECTION B-B AT RIGHT. CURVE THE CORNERS IN THE CHANNEL AS SHOWN ON THE SITE PLAN. **335 LF (THIS SHEET)**
- ~~③ CLEAN AND GRADE THE EXISTING ROADSIDE DITCH AS REQUIRED TO ASSURE A POSITIVE FLOW AS DIRECTED BY THE TOWN ENGINEER. OMIT~~
- ~~④ SAWCUT EXISTING ASPHALT. REMOVE EXISTING CULVERTS. INSTALL 50' LINEAR FEET OF (2) 18" CMPS. SLURRY BACKFILL AND HOT PATCH ASPHALT 3" THICK PER THE BACKFILL AND PATCH DETAIL INCLUDED IN THIS PLAN SET. OMIT~~
- ⑤ REMOVE EXISTING CATCH BASIN & GRATE. SALVAGE GRATE FOR TOWN. CUT EXISTING CULVERT FROM CAVE VIEW LANE BACK TO CHANNEL BANK. PER THE DIRECTION OF THE TOWN ENGINEER.



SECTION B-B 1" = 5'
DRAINAGE CHANNEL CROSS-SECTION



TOWN OF CAMP VERDE - PUBLIC WORKS DEPARTMENT
395 S. MAIN STREET, CAMP VERDE, ARIZONA 86322 (928) 554-0820

**VERDE LAKES DRAINAGE
VERDE LAKES DR. NORTH**

DESIGN: TAO | DRAWN: M.E.M. | DATE: 7/2016
REVISIONS: **ADDED START LINE 7-2-18**
& recalculated quantities omitted sheets 4 & 7
APPROVED: TAO | SHEET 2 OF 4 SHTS

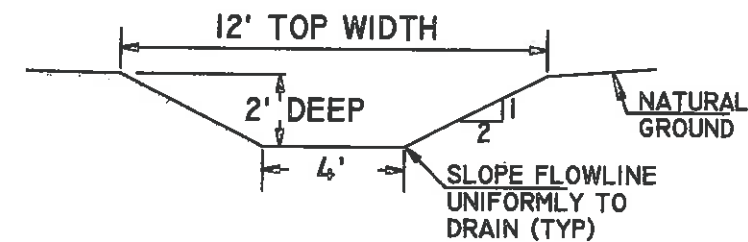
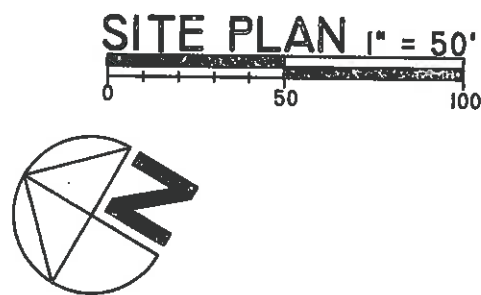
Revised 7-2-18
Expires 3-31-20



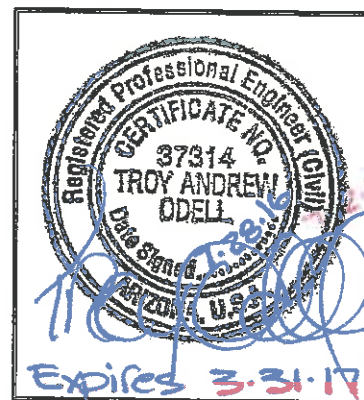
NOTE: CONTRACTOR SHALL CONTACT THE BLUE STAKE AUTHORITY AND HAVE EXISTING UTILITIES MARKED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

CONSTRUCTION NOTES:

- ① REMOVE EXISTING (2) 12" DIAMETER CULVERTS AND WIDEN DRIVEWAY. INSTALL 30 LINEAR FEET OF (2) 18" CMPS IN THEIR PLACE. REPLATE EXISTING DRIVEWAY WITH A MIN. OF 4" OF ABC OVER THE DISTURBED AREA. *(2-DRIVEWAYS THIS SHEET)*
- ② CONSTRUCT DRAINAGE CHANNEL PER SECTION B-B AT RIGHT. CURVE THE CORNERS IN THE CHANNEL AS SHOWN ON THE SITE PLAN. *(632 LF THIS SHEET)*
- ③ INSTALL 30 LINEAR FEET OF (2) 18" CMPS. REPLATE EXISTING DRIVEWAY WITH A MIN. OF 4" OF ABC OVER THE DISTURBED AREA. *(1 DRIVEWAY THIS SHEET)*
- ④ CLEAN AND GRADE THE EXISTING ROADSIDE DITCH AS REQUIRED TO ASSURE A POSITIVE FLOW AS DIRECTED BY THE TOWN ENGINEER.
- ⑤ SAWCUT EXISTING ASPHALT. INSTALL 70' LINEAR FEET OF (2) 18" CMPS. SLURRY BACKFILL AND HOT PATCH ASPHALT 3" THICK PER THE BACKFILL AND PATCH DETAIL INCLUDED IN THIS PLAN SET.



SECTION B-B 1" = 5'
DRAINAGE CHANNEL CROSS-SECTION

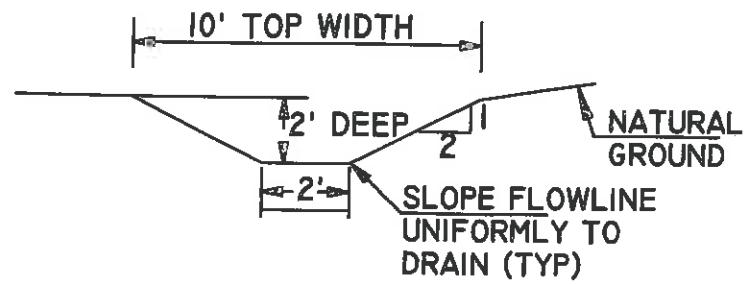


TOWN OF CAMP VERDE - PUBLIC WORKS DEPARTMENT
395 S. MAIN STREET, CAMP VERDE, ARIZONA 86322 (928) 554-0820

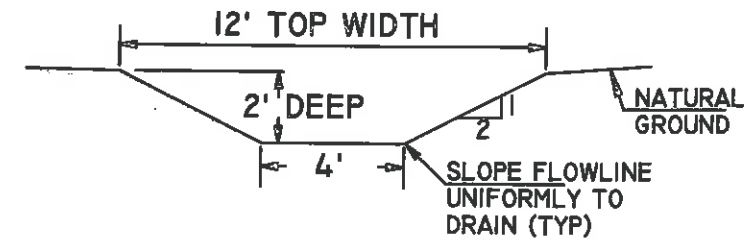
**VERDE LAKES DRAINAGE
VERDE LAKES DR. NORTH**

DESIGN: TAO | DRAWN: M.E.M. | DATE: 7/2016
REVISIONS: *re-calculated quantities*
omitted shts. 4, 5, 6, 7 7-2-18
APPROVED: TAO | SHEET 3 OF 4 SHTS

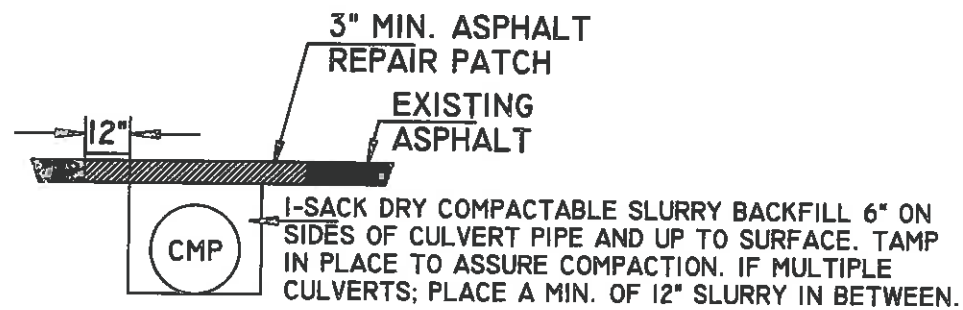
Expires 3-31-17
Revised 7-2-18
Expires 3-31-20



SECTION A-A 1" = 5'
DRAINAGE CHANNEL CROSS-SECTION



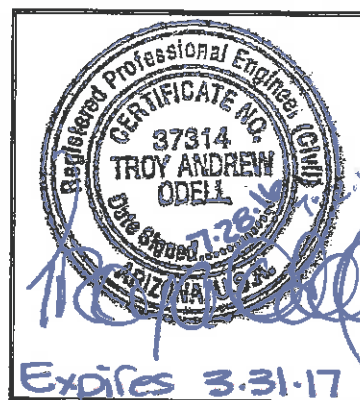
SECTION B-B 1" = 5'
DRAINAGE CHANNEL CROSS-SECTION



BACKFILL & PATCH DETAIL 1" = 5'
CULVERT BACKFILL & ROADWAY REPAIR CROSS-SECTION



NOTE: CONTRACTOR SHALL CONTACT THE BLUE STAKE AUTHORITY AND HAVE EXISTING UTILITIES MARKED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



TOWN OF CAMP VERDE - PUBLIC WORKS DEPARTMENT
395 S. MAIN STREET, CAMP VERDE, ARIZONA 86322 (928) 554-0820



VERDE LAKES DRAINAGE SECTIONS AND DETAIL

DESIGN: TAO | DRAWN: M.E.M. | DATE: 7/2016
 REVISIONS: *re-calculated quantities & omitted shts 4, 5, 6, 7 7-2-18*
 APPROVED: TAO | SHEET 4 OF 4 SHTS

Expires 3-31-17
Revised 7-2-18
Expires 3-31-20

CHILD SUPPORT AWARENESS MONTH PROCLAMATION

WHEREAS, the Town of Camp Verde joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, child support awareness month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future; and

WHEREAS, community partnerships serve children and families through a variety of programs and targeted resources, which helps support Arizonans by promoting awareness of needs, and assistance to meet those needs, while encouraging individual responsibility and working toward greater self-sufficiency; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and are better equipped with the courage to be their very best in life; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, an informed parent can help make the child support system work, and with the state, local, and tribal child support programs, legislatures, and courts rallying to improve collaborative efforts for families; and

WHEREAS, the Department of Economic Security Division of Child Support Services, is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity.

NOW THEREFORE, I, Charles C. German, Mayor of the Town of Camp Verde, do hereby proclaim the month of August 2018 as

CHILD SUPPORT AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Camp Verde, Arizona to be affixed this 1st of August, 2018.

Charles C. German, Mayor

Judy Morgan, Town Clerk

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Agenda Item 7.1.



Town of Camp Verde

Meeting Date: July 11, 2018

- Consent Agenda* *Decision Agenda* *Executive Session Requested*
 Presentation Only *Action/Presentation* *Work Session Agenda*

Requesting Department: *Administration*

Staff Resource/Contact Person: *Russ Martin*

Agenda Title (be exact): *Discussion, consideration, and possible approval of an engineer services contract to complete final designs for redevelopment of the clarifier and revisions to the pumps and SCADA equipment at the existing lift station. Cost for Engineering services - 88,440.00.*

List Attached Documents:

1. *Wendel Contract*

Estimated Presentation Time: *5 minutes*

Estimated Discussion Time: *5 minutes*

Reviews Completed by:

- Department Head:** *Russ Martin*
- Town Attorney Comments:** *Bill Sims has reviewed these contracts as these are the same as has been approved before with Wendel for stage II (Design services) with the Town.*
- Finance Department:**

This will come directly from the WIFA funding to complete the final parts of the plant modifications and lift station.

Background Information:

These are specific to engineer needs for the plant and have components familiar with Wendel from the energy audit. This will also help us with delivery of bids to assist staff in completion of the numerous items that were part of the plant modification and lift station monies we borrowed/granted from WIFA. This will take the last (in priority) items and get them moving as other items are already beyond this stage. These would be preparing us to be ready for construction in approximately a year from now or sooner given progress on the other items in the list of improvements at the sewer treatment plant.

Recommended Action (Motion):

Move to authorize signatures necessary to engage Wendel in engineering services at the sewer treatment plant buildings.

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Agenda Item 7.2.



Town of Camp Verde

Meeting Date: July 11, 2018

- Consent Agenda* *Decision Agenda* *Executive Session Requested*
 Presentation Only *Action/Presentation* *Work Session Agenda*

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration, and possible approval of an energy savings agreement to manage and construct solar array at sewer treatment plant in the amount of \$439,699.

List Attached Documents:

1. *Wendel Contract*

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

- Department Head: Russ Martin**
- Town Attorney Comments:** *Bill Sims has reviewed, revised these per state statute regarding Energy Savings Agreements as well as procurement related to the bid services by Wendel to ensure compliance with all applicable laws.*
- Finance Department:**

This will come directly from the WIFA funding of which 1 million was principal forgiveness(grant).

Background Information:

In 2017 we started by engaging contracts with energy services companies who could comprehensively look at opportunities to save energy throughout our facilities. We accomplished an audit that was "investment grade" from that point we analyzed several projects and determined only a couple had feasibility to take to bid. These included the Ground Mounted Solar Array. See chart below.

This agreement guarantees the solar project will pay for itself within the 15-year timeframe required by state law, in fact it is anticipated that this lighting will in fact pay itself off now that construction is imminent in 20.8 years with the reality that functionally the grant received from WIFA represented the efficiencies we would achieve with implementation, among other items, the solar array.

The summary WAS as follows:

Facility	ECM No.	Energy Conservation Measure	Total Measure Cost (\$)
100 BLDG	1.1	Lighting System Improvements	\$13,197
200 BLDG	1.1	Lighting System Improvements	\$1,863
300 BLDG	1.1	Lighting System Improvements	\$27,932
Archaeology Center	1.1	Lighting System Improvements	\$1,760
Butler Park	1.1	Lighting System Improvements	\$518
CVMO	1.1	Lighting System Improvements	\$20,340
Library	1.1	Lighting System Improvements	\$32,636
Maintenance Shop	1.1	Lighting System Improvements	\$964
Pool/Skate Park	1.1	Lighting System Improvements	\$3,448
Public Works Yard (Streets)	1.1	Lighting System Improvements	\$4,083
Town-Wide	1.1	Exterior Lighting Upgrades (Multiple-Sites)	\$47,452
WWTP	1.1	Lighting System Improvements	\$2,629
Town-Wide	1.2	Streetlighting	\$232,151
WWTP	8.1	Ground Mount Solar Array - 100% Demand	\$420,480
PROGRAM TOTALS			\$809,452

So in conclusion the final bid process yielded a couple of projects that per the initial study and revised more limited scope to finally come up with feasible projects. Up to this point the costs associated with this project a covered in previous scopes and approvals by Town Council, if the Town Council is not willing to go forth with construction no further costs will be incurred to implement. The total alternative suggested at the time was \$420,480 and that part of the budget approved for capital projects in the Waste Water Division.

Recommended Action (Motion):

Move to authorize signatures necessary to engage Wendel in construction of solar array at the sewer treatment plant buildings.

Attachment (Agreement) for 7.2 and 7.3.

PERFORMANCE CONTRACT TABLE OF CONTENTS

Project Development Agreement [*Reference Only | Previously Executed*]

- Amendment 1 to Project Development Letter Agreement

Assured Performance Contract

Assured Performance Contract

Exhibit A – Project Scope of Work

Exhibit B – Annual Reconciliation and Savings/Revenue Allocation | *Not*

Applicable

Exhibit C – Stipulated Savings

Exhibit D – Responsibilities of Wendel and Owner

Exhibit E – Unit Energy Costs

Exhibit F – Occupancy Schedule

Exhibit G – Calculation of Benchmark and Performance Savings | *Not Included*

Exhibit H – Measurement and Verification Annual Fees | *Not Included*

Exhibit I – Investment Grade Audit

Exhibit J – Equipment List | *Not Included*

Exhibit K – Required Certifications and Clauses | *Not Included*

Project Build Contract

Project Build Contract

Exhibit A – General Terms and Conditions

Exhibit B – Supplemental Conditions

Exhibit C – Owner Bonding Requirements

Exhibit D – Certificate of Substantial Completion

Exhibit E – Certificate of Final Completion

Exhibit F – Design Documents (under separate cover)

General Terms and Conditions

General Terms and Conditions

PROJECT DEVELOPMENT AGREEMENT

The purpose of this Project Development Agreement ("PDA") is to engage Wendel Energy Services, LLC, hereinafter "Wendel", to develop an Energy Savings Performance Contract ("ESPC") with associated Assured Performance Guarantee pursuant to the RFP issued by Town of Camp Verde, hereinafter "Owner", and responded to by a proposal from Wendel dated November 10th, 2016 ("Proposal"). The effective date of this agreement is [January 12, 2018].

Investment Grade Energy Audit

An Investment Grade Energy Audit ("IGA") on Owner designated facilities ("Facilities") was completed on July 17th, 2017 and provided to the Town. The Owner has made a selection of Energy Conservation Measures ("ECM's") for implementation (the "Project") from those presented in the IGA and herewith requests the commencement of design efforts on those ECM's selected (see Attachment A, ECM's Selected for PHASE 1 Implementation).

Project Contract Documents

During the course of Project development, Wendel shall maintain the ECM's list which shall contain detailed cost and savings information about each Owner selected ECM. Owner shall be kept informed of the progress on the development of the selected ECM's and retains the right to withdraw, add or alter ECM's with the understanding that costs and fees incurred by Wendel on any ECM's subsequently withdrawn or diminished in scope will be reimbursed to Wendel, and the addition or enhancement of ECM's will result in increased construction costs and fees.

Wendel will, within a mutually agreed upon time frame, submit to Owner appropriate Project contract documents ("Contract Documents") to fully implement the selected ECM's. The Project Contract Documents will include:

1. Design Documents. The design documents will be the documents from which the ECM's will be constructed. These documents take the finally selected ECM's identified from the CEA and translates them into engineering drawings and specifications.
2. Draft Assured Performance Guarantee. This document defines (i) the guarantee and (ii) the methods for measuring and verifying the savings ("M&V Plan") associated with the selected ECM's. This document will be re-issued as part of the final ESPC when pricing is finalized.
3. Draft Project Build Contract. This is the construction contract that establishes the scope of work and the cost to construct the Project defined by the Design Documents. This document will be re-issued as part of the final ESPC when pricing is finalized.
4. Final Project Contract Document CEA. This is the final study report that reflects only those measures that have been selected at the completion of the CEA and confirmed during Project development.

The Project Contract Documents will be prepared on standardized Wendel contract forms, which will comply with applicable state law and regulations, and will be made available to Owner in advance upon request.

Financing Approach and Request for Proposal

Wendel will identify appropriate potential financing mechanisms such that Owner can implement the improvements to the Facilities. The various mechanisms will be reviewed with the Owner and, if appropriate, a Request for Proposal ("RFP") for financing will be issued by Wendel on the Owner's behalf for competitive proposals.

Estimated Project Schedule

It is the intent and commitment of Wendel and Owner to work diligently, and cause others under their direction to work diligently, toward meeting the following timeline:

<u>Task</u>	<u>Estimated Completion Date</u>
Deliver Draft Project Contract Documents	[May 1, 2018]

Deliver Final Project Contract Documents

[June 1, 2018]

Execute ESPC

[June 15, 2018]

To facilitate Project objectives both parties will appoint a Project manager whose responsibility shall be to manage the parties respective contractual responsibilities, monitor Project schedules and act as liaison with their respective internal personnel and management.

Project Development Fee

Upon receipt of this PDA, it is expected that Wendel will begin the Project development work. Assuming no changes in Owner selected ECM's, the Project Development Fee shall not exceed the Total Fee shown below plus any Owner pre-approved reimbursable expenditures made by Wendel on Owner's behalf, e.g. manufacturer required deposits for custom built or other equipment with long delivery lead times. The Project Development Fee is calculated using the fee schedule outlined in Attachment B and assuming a \$324,197 unburdened construction cost estimated for the ECMs presented in the CEA and selected by Owner for implementation (Attachment A), but will be adjusted to reflect final construction costs in the event of changes to selected ECM's.

The Project Development Fee, as a percentage of the unburdened construction cost, shall be as follows:

	Project Development Fee
Program Management and Planning (1/2 of fee)	1.5%
Design and Specifications	7 %
Administration (1/2 of fee)	.5 %
Corporate Overhead (1/2 of fee)	3 %
Total	12 %

Payments

The above Project Development Fee shall be invoiced and/or vouchered and paid monthly based upon the percent of the Project Development work completed.

The Project Development work shall be considered 100% complete upon delivery of the Project Contract Documents to Owner. If the Owner chooses to cancel or reduce the scope of the Project for any reason at any time, Owner shall be liable to Wendel for the percent of the Project Development work completed through the time of written notice of cancellation or reduction in scope, along with any cancellation or scope reduction related Project costs that cannot be mitigated.

The IGA Fee shall be included in the overall project cost and will not be invoiced prior to the delivery of the draft project contract documents (refer to schedule above).

Funding Considerations

If the Project proceeds with escrowed bank financing (a "Project Fund"), the amount of payments made on this PDA by the Owner prior to Project Funding will, at Owner's written request, be reimbursed to Owner by Wendel within ten (10) business days after Wendel receives such amounts from the Project Fund.

Terms and Conditions

This PDA shall be subject to the attached terms and conditions.

Wendel

Joseph DeFazio
 Signature
 Joseph DeFazio
 Printed Name
 Vice President Energy Services
 Title
 2/14/2018
 Date

Owner

Russell A. Martin
 Signature
 RUSSELL A. MARTIN
 Printed Name
 Town Manager
 Title
 2/5/18
 Date

Acknowledgement taken in New York State

State of New York, County of Erie, ss:

On the 14th day of February, in the year 2018, before me, the undersigned, personally appeared

Joseph DeFazio
 personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Heather M. Mandell
 Notary Public

HEATHER M. MANDELL
 No. 01MA6288733
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires 09/09/2021

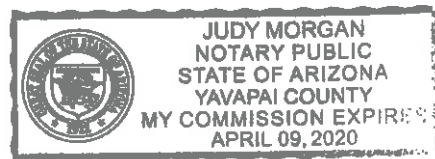
Acknowledgement taken in Arizona State

State of Arizona, County of Yavapai, ss:

On the 7th day of February, in the year 2018, before me, the undersigned, personally appeared

Russell A. Martin
 personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Judy Morgan
 Notary Public



TERMS AND CONDITIONS

Obligations of Owner. Owner will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Owner will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address unforeseen circumstances or other conditions that may arise.

Obligations of Wendel. Wendel commits to work in a diligent and timely manner with Owner to deliver the contractual services. Wendel will provide adequate and qualified resources to meet the schedule, and will work with Owner's management in a manner that enables Owner's management to make informed decisions.

Design Services. Architectural and engineering services ("Design Services") shall be procured from independent design professionals licensed to provide Design Services in the geographic location of the Facilities (the "Architect/Engineer"), who shall be retained by Wendel pursuant to a separate agreement between Wendel and the Architect/Engineer. The standard of care for Design Services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time in the geographic location of the Facilities.

Termination. Termination of this PDA can be effected by written notice by the terminating Party to the other Party.

Indemnity. The Parties agree that Wendel shall be responsible only for such injury, loss, or damage as may be caused by the intentional misconduct or negligent acts and/or omissions of Wendel, its officers, agents, directors and employees. Each Party agrees to indemnify the other, including their respective officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct, negligent act and/or omission of their respective officers, agents, directors or employees.

Consequential Damages. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

Non-appropriations Clause. This PDA shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the PDA, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this PDA nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the PDA.

Confidentiality. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees and other consultants who need such confidential information in order to properly prepare the Contract Documents. No information relative to the Project shall be released by Wendel for publication, advertising or for any other purpose without prior approval of the Owner.

Project Documents. All documents, drawings, specifications, electronic data and information prepared, provided or procured by Wendel, its Architect/Engineer, subcontractors and consultants, including the Comprehensive Energy Audit, (collectively the "Project Documents") under this PDA are and remain the property of Wendel as instruments of service. Owner's rights in the documents will be provided for in the final Contract Documents. Owner will receive full ownership rights in the Contract Documents upon full payment of the Project Development Fee. Any use by Owner of the Contract Documents is at Owner's sole risk, and Owner will indemnify and save harmless Wendel for any liability that may arise out of Owner's use thereof.

Force Majeure. Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this PDA was prepared and executed.

Purchase Orders. Owner acknowledges and agrees that any purchase order issued by Owner in accordance with this PDA is intended only to establish payment authority for Owner's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this PDA.

Waiver. No waiver by either Party hereto or any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

Governing Law. This PDA shall be governed by, construed in accordance with, the laws of the State of Arizona, without regard to principles of conflict of laws.

Binding. This PDA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Entire Agreement. This PDA, together with the RFP and Response embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby.

Authority. Each Party represents and warrants to the other that it has the requisite authority to execute, deliver and perform this PDA, and, that upon such execution and delivery, this PDA shall constitute a valid and binding obligation of such party, enforceable against such party to the fullest extent permitted by law and in accordance with the terms and conditions hereof.

ATTACHMENT A – ECM'S SELECTED FOR IMPLEMENTATION

Lighting System Improvements (Interior and Exterior) at the following facilities:

- 200 BLDG
- 300 BLDG
- WWTP

Photovoltaic System – based on Ground Mounted Solar Array sized to 100% peak demand or greater based on projected expansion.

Attachment B
Project Implementation Costs

Comprehensive Energy Audit \$ \$55,000

Unburdened Construction Cost ⁽¹⁾	Less than \$1,000,000	\$1,000,000 to \$3,000,000	Greater than \$3,000,000
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Construction Mark-up ⁽²⁾
 (as a % of total unburdened construction cost)

Program Management and Planning	3.0 %	3.0 %	3.0 %
Design and Specifications (Engineer of Record)	7.0 %	7.0 %	7.0 %
Administration	1.0 %	1.0 %	1.0 %
Cost of Risk	0.0 %	0.0 %	0.0 %
Construction Management and ESCO General Conditions	5.0 %	5.0 %	5.0 %
Hazardous Waste Administration	0.5 %	0.5 %	0.5 %
Commissioning	1.0 %	1.0 %	1.0 %
Training	0.5 %	0.5 %	0.5 %
Profit	5.0 %	5.0 %	5.0 %
Corporate Overhead	6.0 %	4.0 %	3.0 %
Other:	%	%	%
Total	30.0 %	28.0 %	27.0 %

Note 1. The unburdened construction cost shall be defined as the value of the actual construction cost paid by the ESCO to its subcontractor(s) for the supply and installation of energy conservation measures without any additional markups by the ESCO. The mark-ups listed above shall not be included in the value of the unburdened construction cost.

Note 2. The mark-ups listed above shall be the only cost that will be allowed to be added by the ESCO to the unburdened construction cost. The total project cost will be the addition of the unburdened construction cost and the value of the above listed mark-ups. Proposer must include the signed affidavit as required in the RFP.

AMENDMENT NO. 1 TO PROJECT DEVELOPMENT LETTER AGREEMENT

This Amendment Number one to the Project Development Agreement (the "PDA") between Wendel Energy Services, LLC (hereinafter "Wendel") and Town of Camp Verde (hereinafter "Owner"), collectively the "Parties", entered into on February 14, 2018 for design and development services in connection with a proposed facilities improvement project (the "Project") indicated immediately below is hereby entered into effective on August 01, 2018.

WHEREAS, Wendel has conducted an Investment Grade Energy Audit ("IGA") and developed a project scope of work, and

WHEREAS, Owner, upon review of the IGA and proposed Project scope of work, desires to proceed with the implementation of the Project, and has obtained the necessary approvals to proceed, and

WHEREAS, the parties wish to expand upon the terms and conditions under which the entirety of the Project work will be undertaken,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the PDA is hereby amended as follows:

1. **REVISE:** Revise "Attachment A – ECM's SELECTED FOR IMPLEMENTATION" as follows:
 - 1.1 APPROVED FOR CONSTRUCTION | Lighting System Improvements (Interior and Exterior) at the following facilities:
 - 1.1.1 200 BLDG
 - 1.1.2 300 BLDG
 - 1.1.3 WWTP
 - 1.2 APPROVED FOR CONSTRUCTION | Photovoltaic System – based on Ground Mounted Solar Array sized to 100% peak demand or greater based on projected expansion.
2. **REVISE:** Revise the Project Development fee to account for the unburdened cost of the added project scope and final bid pricing from the solar installation. The revised unburdened construction cost, also edited to include construction contingency, is hereby amended to be \$381,705.
3. **REVISE:** PDA section entitled "Project Development Fees" by adding the following PDA section entitled "Project and Implementation Costs".

"The Project Implementation Costs shown in Attachment B of this agreement will be applied to the final Project Build Contract cost for the items titled "APPROVED FOR CONSTRUCTION" in Attachment A. Additional items may be approved by the Town for Construction.

Should changes to the "Project Implementation Costs" outlined in Wendel's proposal be required a contract amendment will be executed between the Owner and Wendel.
4. **REPLACE:** The PDA attachment labeled "Terms and Conditions" is hereby replaced in its entirety with the General Terms and Conditions, incorporated herein as Exhibit B and by this reference made a part hereof.
5. **FULL FORCE AND EFFECT; REAFFIRMATION**

Except to the extent expressly provided for in this Amendment, the terms and conditions of the PDA shall remain in full force and effect.

(continued on next page)

AMENDMENT NO. 1 TO PROJECT DEVELOPMENT LETTER AGREEMENT

Wendel

Owner

Signature

Signature

Joseph DeFazio

Printed Name

Printed Name

Vice President Energy Services

Title

Title

Date

Date

Acknowledgement taken in New York State

Acknowledgement taken in the State of Arizona

State of New York, County of

State of Arizona County of Yavapai , ss:

_____, ss:

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Notary Public

EXHIBIT A – GENERAL TERMS AND CONDITIONS

(See General Terms and Conditions Section)

ASSURED PERFORMANCE CONTRACT

(with Measurement and Verification Services)

This Assured Performance Contract (“Contract”) is entered into effect [this 1st day of August, 2018](#) (“Effective Date”) by and between the [Town of Camp Verde](#), having its principle office at [Town of Camp Verde](#) (“Owner”) and [Wendel Energy Services, LLC](#), having its principle office at [375 Essjay Road, Suite 200, Williamsville, NY 14221](#) (“Wendel”), herein collectively referred to as the Parties

WHEREAS, the total energy performance contract project value is less than \$500,000 (five hundred thousand dollars), and

WHEREAS, pursuant to Arizona Energy Law, General 34-105 subsection N this project qualifies as a simplified energy performance contract, subsequently excluding requirement for an energy savings guarantee and measurement and verification service, and

WHEREAS, the Owner desires to stipulate the energy savings for that energy performance project as described in Section 1,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties to this Contract warrant that they have read and agree to be bound by these terms and conditions, and that the signatory below is properly authorized to extend these terms and conditions and execute this Agreement:

1. PROJECT NAME, LOCATION AND DESCRIPTION

The descriptive components of the applicable energy performance project set forth in this Section 1 shall be herein collectively referred to as the “Project”.

Name: [Town of Camp Verde](#) Address: [473 South Main Street](#)
[Suite 102](#)
[Camp Verde, AZ 86322](#)

Description: [Lighting Improvements & Photovoltaic Upgrades](#)

Contracts: Project Development Agreement (“PDA”) [dated January 12, 2018](#), and Project Build Contract [dated August 01, 2018](#) (“Project Build Contract”), herein collectively referred to as the “Project Documents”.

2. CONTRACT DOCUMENTS

This Contract shall be deemed binding upon the Parties only after the legally authorized representatives of each have affixed their respective signatures hereto. The following documents are attached hereto and by this reference made a part hereof, (“Contract Documents”)

Exhibit A	Project Scope of Work
Exhibit B	Annual Reconciliation and Savings/Revenue Allocation / <i>Not Applicable</i>
Exhibit C	Stipulated Savings
Exhibit D	Responsibilities of Wendel and Owner
Exhibit E	Unit Energy Costs and Percentage Annual Increase
Exhibit F	Occupancy Schedule
Exhibit G	Calculation of Benchmark and Performance Savings / <i>Not Applicable</i>
Exhibit H	Measurement and Verification Services Annual Fees / <i>Not Applicable</i>
Exhibit I	Comprehensive Energy Audit
Exhibit J	Equipment List / <i>Not Applicable</i>
Exhibit K	Required Certifications and Clauses / <i>Not Applicable</i>

3. SCOPE OF AGREEMENT

~~3.1 **Performance Guarantee.** This Contract provides a performance guarantee for the Project defined in Section 1 and necessary M&V to provide to Owner annual reports of savings achieved as a result of the Measures and Improvements implemented by the Project. The M&V savings reports shall contain total energy savings for each designated unit identified therein, providing both the amount~~

Assured Performance Contract

~~of energy saved and the cost savings relative to a baseline(s) established during the implementation of the Project.~~

- ~~3.2 **Appropriations.** This Contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Contract.~~

4. **GUARANTEE TERM**

~~The term of the Performance Guarantee ("Guarantee Term") shall begin on the first day of the month following the Final Completion and continue for **One hundred eighty (180)** months (the term of the financing) or until the Total Savings exceeds the Total Debt Service attributable to the Project implementation, which date is earlier.~~

5. **CONTRACT TERM AND TERMINATION**

- ~~5.1 This Contract takes effect upon the date first indicated above and will continue for an initial term of one (1) year. It will automatically renew on a year-to-year basis after the initial term ends until the Guarantee Term expires, unless Owner gives Wendel written Notice of Termination at least thirty (30) calendar days in advance of the annual renewal date.~~
- ~~5.2 If for any reason Owner cancels or breaches this contract, or fails to pay M&V service fees, this Contract, and with respect to such breach or nonpayment, Owner fails to cure within ten (10) business days of receipt of written notice from Wendel identifying the breach, or nonpayment, the Assured Performance Contract shall automatically terminate.~~
- ~~5.3 Owner's voluntary termination of this Contract or cancellation of M&V constitutes Owner's stipulation that it is satisfied that the energy and operational savings for the ECMs implemented under this Agreement have met or exceeded the guaranteed amounts set forth in Exhibit B of this Contract, have proven reliable and efficient, and should, with proper maintenance of installed equipment and systems, continue to perform as designed~~

6. **FEES AND INVOICING**

~~M&V fees set forth in Exhibit H will be due in advance and payable by Owner upon receipt of Wendel's annual invoice. Annual fees for services are subject to modification (i) upon annual renewal per Exhibit H, (ii) a Change in Use or Condition (see Section 9) or (iii) regulatory change (see Section 17.1). Wendel will provide Owner with forty five (45) calendar days advance written notice of any change in Annual Fees.~~

7. **DEFINITIONS**

- 7.1 **"Annual Debt Service"** means the annual finance payment associated with the financed Project cost, including interest.
- 7.2 **"Annual Guaranteed Savings"** means the lesser of (a) the portion of the Total Guaranteed Savings guaranteed to be achieved in any one (1) year of the Guarantee Term (see Exhibit B), calculated and adjusted as set forth in Exhibits C and G or (b) the Annual Debt Service for said year.
- 7.3 **"Annual Savings"** means the Measurable Savings that occur in any single Annual Savings period of the Guarantee Term, plus the Stipulated Savings deemed achieved for that annual period. Each Annual Savings period of the Guarantee Term shall commence each year on the first calendar day of the calendar month following the last Date of Substantial Completion.
- 7.4 **"IGA"** means Investment Grade Audit (see Exhibit I).
- 7.5 **"Date of Substantial Completion"** means that date upon which the Project, or a definable portion thereof, has been completed to such extent that energy savings and/or other benefits begin to accrue to the Owner.
- 7.6 **"Excess Savings"** means the amount by which the actual Annual Savings for any Annual Savings period exceeds the projected Annual Guaranteed Savings for that Annual Savings period.

Assured Performance Contract

- 7.7 **“Equipment”** means the products to be installed per the Project Documents.
- 7.8 ~~“Guarantee Term” is as defined in Section 4.~~
- 7.9 **“Installation Period”** means the calendar period between the Effective Date of the Project Build Contract referenced in Section 1 and the first day of the month following the last Date of Substantial Completion for the last Energy Conservation Measure (ECM).
- 7.10 **“Measures and Improvements”** means the energy conservation measures, facility improvement measures and operational efficiency improvements implemented by the Project.
- 7.11 **“Measurable Savings”** means the savings achieved and calculated as set forth in Exhibits C and G.
- 7.12 **“Performance Guarantee”** is as defined in Section 8.1.
- 7.13 **“Project”** is as defined in Section 1.
- 7.14 **“Project Documents”** is as defined in Section 1.
- 7.15 **“Savings”** means the energy, operational and other savings plus the additional revenues, if any, that are identified in Exhibit C and G.
- 7.16 **“Stipulated Savings”** means those savings that the Parties have agreed to be deemed as achieved on a Date of Substantial Completion, as set forth in Exhibit C. Wendel and Owner agree that Stipulated Savings may include, but are not limited to, future capital or operational costs avoided as a result of the implementation of the Project. Owner hereby acknowledges that it has evaluated sufficient information to believe that the Stipulated Savings will occur, and that Stipulated Savings will not be measured or monitored at any time during the Guarantee Term. Owner agrees and hereby acknowledges that Wendel shall not be responsible for the achievement of Stipulated Savings, as the actual realization of those savings is not within Wendel’s control.
- 7.17 **“Total Debt Service”** means the cumulative Annual Debt Service costs associated with the Project.
- 7.18 **“Total Guaranteed Savings”** means the lesser of (a) the amount of savings guaranteed to be achieved or deemed achieved during the Guarantee Term, calculated and adjusted as set forth in Exhibits C and G or (b) the Total Debt Service for the Project.
- 7.19 **“Total Savings”** means the amount of Measurable Savings actually achieved plus the Stipulated Savings, calculated and adjusted as set forth in Exhibit C. Total Savings include all savings achieved during the Installation Period as well as Annual Savings during each year of the Guarantee Term.

8. ASSURED PERFORMANCE

- 8.1 ~~**Guarantee.** Wendel guarantees that Owner will, during the Guarantee Term, achieve the Total Guaranteed Savings set forth in Section 7.18~~
- 8.2 ~~**Adjustments to Guarantee.** The guaranteed savings and revenue may only be adjusted based on scope changes identified during construction and must be consistent with Exhibit C and G.~~
- 8.3 ~~**Limitations.** To the extent that the Project’s Total Guaranteed Savings are dependent on the continued operation and maintenance of (i) Equipment and (ii) service components set forth in the Contract Documents, Owner agrees, to the extent permitted by law, that such specifications and standards will be maintained for the duration of this Contract, including in Owner’s planning and implementation of future capital projects. Owner may choose not to maintain specifications and standards, but such choice (i) may result in a Change in Use or Condition in accordance with Section 9, or (ii) be deemed a material breach of this Contract, in which case Wendel may, at its sole discretion, choose to terminate this Contract.~~

9. CHANGES IN USE OR CONDITION

- 9.1 ~~**Owner’s Obligation.** With respect to the Project, Owner agrees to notify Wendel within fifteen (15) business days of any actual or intended changes in the use of any facility or of any other condition arising before or after the Effective Date of this Contract that reasonably could be expected to affect~~

Assured Performance Contract

~~the amount of energy used at any facility to which this Contract applies (“Change in Use or Condition”). Such a Change in Use or Condition would include, but is not limited to, changes in the primary use of any facility; changes to the hours of operation of any facility; changes or modifications to the Project Equipment, failure of the premises to meet local building codes; changes in utility suppliers, method of utility billing, or method of utility purchasing; improper maintenance or discontinued use of Project Equipment or of any related equipment; changes to the Project Equipment or to any facility required by changes to local building codes; or additions or deletions of energy-consuming equipment at any facility. See Exhibit D for a detailed list of Wendel and Owner responsibilities regarding the Performance Guarantee.~~

- ~~9.2 **Wendel’s Observations.** In the event that Owner fails to provide a Notice of any Change in Use or Condition independently observed by Wendel, Wendel may make reasonable estimates as to the impact of the observed Change in Use or Condition and as to the date on which such Change in Use or Condition first arose.~~
- ~~9.3 **Adjustment.** Pursuant to Section 9.1 or 9.2 Wendel shall, at Owners expense, re-calculate and send to Owner a Notice of Adjustment to the Base Line or Benchmark (“Adjustment”) to reflect the impact of a Change in Use or Condition, and the Adjustment shall become effective as of the date that the Change in Use or Condition first arose. A Change in Use or Condition need not be presently identified in the Base Line or Benchmark in order for Wendel to make an Adjustment.~~
- ~~9.4 **Owner’s Approval.** The Adjustment shall be subject to the consent of the Owner, which consent shall not be unreasonably withheld, and which shall be made in accordance with the following procedure: within thirty (30) business days of Wendel’s submittal of the Adjustment, Owner shall, in writing which sets forth good reason, either object to the Adjustment or request an extension of time necessary to render a decision in regard to the Adjustment. If Owner fails to provide a written response within thirty(30) business days, then the Adjustment submitted by Wendel shall be deemed accepted. If the Parties cannot reach an agreement with respect to any aspect under Section 9.3, either Party may seek relief in accordance with Section 16.~~

10. ANNUAL RECONCILIATION

- ~~10.1 **Measureable Savings.** The frequency and the methods of measuring Project energy savings and cost avoidance (“Measureable Savings”) to be used for the measurement and reporting of Annual and Total Guaranteed Savings during the Guarantee Term, as set forth in Exhibits C and G, have been reviewed and approved by Owner. Except by mutual agreement of the Parties, no changes to the methods for calculating Measureable Savings may be made during the Guarantee Term; but if there is a Change in Use or Condition as defined in Section 9.1, Wendel may modify the methods for calculating Measureable Savings to appropriately represent the Change in Use or Condition and request an Adjustment pursuant to Section 9.3.~~
- ~~10.2 **Installation Period Savings and Avoidance.** Within one hundred twenty calendar (120) days after the Final Completion Wendel will calculate the applicable savings achieved and/or cost avoided during the Installation Period and advise Owner of the amount thereof, and such amount shall be attributable to the Project’s reconciliation periods during the Guarantee Term.~~
- ~~10.3 **Stipulated Savings.** The Stipulated Savings set forth in Exhibit C shall be deemed achieved on the last Date of Substantial Completion.~~
- ~~10.4 **Savings Shortfalls.** If the Annual Savings in any single year of the Guarantee Term are less than the projected Annual Guaranteed Savings for that year, Wendel shall pay or credit Owner with the difference, as described in this Section 10.4. Such payment or credit shall be the sole and exclusive remedy of Owner for any failure to achieve the projected Annual Guaranteed Savings, including any alleged breach of any other express or implied warranty of savings. Wendel may credit any Excess Savings, in whole or in part, toward the Total Guaranteed Savings in accordance with the following.~~
- ~~10.4.1 If the actual Annual Savings during a specific year of the Guarantee Term (plus amounts credited from the Installation Period for the first year of the Guarantee, and/or the previous year of the Guarantee Term for year 2 through the end of the Agreement), are less than the projected Annual Guaranteed Savings for that year, Wendel retains the right of offset against any monies owed to Wendel by Owner.~~

Assured Performance Contract

~~10.4.2 If there are any remaining amounts owed by Wendel, Wendel may (a) carry over the difference to the next year only of the Performance Contract so as to increase the Annual Guaranteed Savings in that year or (b) at Owner's written election, pay Owner the remaining amounts.~~

~~10.4.3 Upon the mutual agreement of the Parties, Wendel may also provide additional products or services, in the value of the shortfall, at no additional costs to Owner.~~

~~10.4.4 Where shortfalls have occurred, Wendel reserves the right, subject to the approval of Owner, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to Owner that will generate additional savings in future years of the Guarantee Term.~~

~~10.4.5 In addition to the other options available under this Section 10.4, Wendel may elect, if the actual Annual Savings for any measured specific facility improvement measure are less than the projected Annual Guaranteed Savings for that year, to calculate the present value of the total difference for all years of the Guarantee Term, discounted at the same rate used to calculate Owner's monthly payments under this Performance Contract (or, if no such rate, the Federal Treasury rate as published in the Federal Register then in effect) and pay or credit Owner that amount, within 90 calendar days after the end of the annual savings year.~~

11. OWNER'S OBLIGATIONS AND COMMITMENTS TO WENDEL

11.1 Owner warrants that, to the best of Owner's knowledge, all Equipment is in good working condition and Owner has provided Wendel with all information of which Owner is aware concerning the condition of the Equipment.

11.2 Owner acknowledges having thoroughly reviewed the measurement and verification (M&V) plans included in this Contract. The Owner fully understands how the M&V plans will be used and agrees to accept their results, provided that Wendel follows the M&V plans detailed in this contract.

11.3 Owner acknowledges that its failure to meet the obligations below will relieve Wendel of any responsibility for providing complete annual M&V reports until such corrections are made to Wendel's satisfaction. Owner agrees that, during the term of this Agreement, Owner will:

11.3.1 operate and maintain the Equipment according to the manufacturer's recommendations;

11.3.2 keep accurate and current work logs and information on the Equipment as recommended by the manufacturer;

11.3.3 provide an adequate environment for Equipment as recommended by the manufacturer or as recommended by Wendel, including but not limited to adequate space, electrical power, air conditioning, and humidity control;

11.3.4 notify Wendel immediately of any Equipment malfunction, breakdown, or other condition affecting the operation of the Equipment;

11.3.5 allow Wendel to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that Wendel can perform the M&V services required under this Contract;

11.3.6 provide proper water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not Wendel's responsibility under this Agreement.

11.3.7 provide trend logs and other operating data collected by any utilized energy management system as may be required to complete the annual savings reports.

12. ACCESS

Owner will provide Wendel full access to all Equipment, supporting or related equipment, energy management systems, etc. that may have an effect on the energy savings capabilities of the Project Equipment. If access cannot be provided, Wendel's duties and guarantee obligations and liabilities under this Contract will be suspended until such access is provided. Matters necessitating Wendel's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by Owner with respect to

Assured Performance Contract

Equipment, other equipment or Owner's facility. Suspension of applicable Wendel contractual obligations under this Section 12 for Owner's denial of access will not cancel or suspend any of Owner's contractual obligations under this Contract.

13. ASBESTOS AND HAZAROUS WASTE

~~13.1 Wendel's M&V services under this Contract exclude anything connected or associated with unanticipated asbestos or hazardous materials that were not specifically set forth in the Project Documents. Wendel shall not be required to perform any identification, abatement, cleanup, control, or removal of unanticipated asbestos or hazardous material. Should Wendel become aware of or suspect the presence of unanticipated asbestos or hazardous materials, Wendel shall have the right to stop work in the affected area immediately and notify the Owner. The Owner will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The Owner agrees to assume responsibility for any claims arising out of or relating to the presence of unanticipated asbestos or hazardous materials in the Owner's facilities, except to the extent such claims arise out of or relate to Wendel's negligence.~~

~~13.2 Hazardous wastes remain the property and the responsibility of Owner even when removed from equipment or replaced by Wendel as may be provided by the terms of this Agreement. Owner shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.~~

14. INDEMNITY

Wendel and Owner agree to indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from bodily injury or damage to property of others, arising out of, connected with or resulting from the negligent acts or omissions, or willful misconduct of their or their subcontractors respective officers, members, employees or other agents in connection with their activities within the scope of this Agreement. However, neither Party shall indemnify the other against claims, actions, costs, expenses, damages or liabilities resulting from the negligent acts or omissions, or willful misconduct, of the other Party. If the Parties are both at fault, then the obligation to indemnify shall be proportional to fault. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Agreement with respect to any claims based on facts or conditions which occurred prior to termination. The indemnification obligations set forth in this Section 14 shall survive the termination this Agreement and any contract entered into pursuant to its terms and conditions.

15. LIMITATION ON LIABILITIES

15.1 EXCEPTING INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS SET FORTH IN SECTION 14, NEITHER WENDEL NOR OWNER WILL BE RESPONSIBLE OR LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES FOR ANY OCCURENCE, HAPPENING, EVENT, INCIDENT, EPISODE OR CIRCUMSTANCE ARISING OUT OF OR RELATED TO THIS AGREEMENT.

15.2 WENDEL ACCEPTS NO LIABILITY FOR ANY SITUATION, DAMAGE, MALFUNCTION, EQUIPMENT OR SYSTEMS ARISING FROM OR RELATED TO OWNER'S OR OTHER PARTIES (I) IMPROPER USE OR MISUSE OF EQUIPMENT OR SYSTEMS, (II) ENTRY OF EQUIPMENT OR SYSTEMS DATA OR (III) THE GENERATION OF DATABASES THAT MAY BE REQUIRED BY THE EQUIPMENT OR SYSTEMS.

15.3 IF THIS AGREEMENT COVERS FIRE SAFETY OR SECURITY EQUIPMENT, OWNER UNDERSTANDS THAT WENDEL IS NOT AN INSURER REGARDING SUCH SERVICES. WENDEL SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY LOSS.

15.4 WENDEL IS NOT RESPONSIBLE NOR LIABLE FOR ANY INJURY, LOSS, OR DAMAGE CAUSED BY EQUIPMENT THAT IS NOT **ACQUIRED THROUGH WENDEL** EQUIPMENT.

15.5 IN THE ABSENCE OF A PARTY'S INTENTIONAL MISCONDUCT OR NEGLIGENCE, A PARTY WILL NOT BE RESPONSIBLE TO THE OTHER PARTY FOR DAMAGES, LOSS, INJURY, OR

Assured Performance Contract

DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THAT PARTY'S REASONABLE CONTROL. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO, ACTS OF GOD, ACTS OF GOVERNMENT AGENCIES, STRIKES, LABOR DISPUTES, FIRE, EXPLOSIONS, THEFTS, VANDALISM, RIOTS, TERRORISM, WAR, OR UNAVAILABILITY OF PARTS, MATERIALS OR SUPPLIES.

- 15.6 THE PROVISIONS OF THIS SECTION 15 SHALL GOVERN IN THE EVENT OF THE TERMINATION OF THIS AGREEMENT AND SHALL SURVIVE SUCH TERMINATION.

16. DISPUTE RESOLUTION

- 16.1 **Direct Discussions.** If a dispute between the Parties arises out of or relates to this Contract or a breach thereof, the Parties shall endeavor to settle the dispute first through direct discussions.
- 16.2 **Non-Binding Mediation.** If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by informal, nonbinding mediation. The location of the mediation proceedings shall be the location of the Project.
- 16.3 **Administration.** Once a Party serves a Notice of Request for Mediation with the other Party, the Parties agree to immediately commence and conclude such mediation within sixty (60) calendar days of the service of the Notice of Request for Mediation. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the terminating Party's representative to the other Party's representative and the mediator.
- 16.4 **Costs.** Each Party shall bear its own expenses and an equal share of the expenses of a mediator and any mediation fees.
- 16.5 **Other Remedies.** If a dispute is not resolved by mediation, the Parties shall have the right to resort to any remedies permitted by law. Defenses based on the passage of time are suspended for the subject matter of the dispute upon submitting a dispute to the mediator and during the mediation, and the time period during the mediation shall be disregarded in calculating such defenses. Nothing in this clause shall be construed to preclude any Party from seeking injunctive relief in order to protect its rights during mediation. A request by a Party to a court for injunctive relief shall not be deemed a waiver of the obligation to mediate.
- 16.6 **Multi-Party Proceeding.** The Parties agree that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution proceedings.

17. MISCELLANEOUS

- 17.1 **Regulatory Changes.** Should any changes to relevant regulations, laws or codes substantially affect Wendel's services or obligations under this Contract, Owner agrees to negotiate with Wendel for appropriate changes to the scope and/or price of services provided hereunder, and Wendel reserves the right to terminate this Contract if the Parties cannot agree.
- 17.2 **Wendel Employees.** Owner acknowledges that Wendel's employees are a valuable asset to Wendel and agrees not to solicit for the purpose of employment any Wendel employee at any time during such employee's performance of services for Owner and for twelve (12) months thereafter.
- 17.3 **Wendel Equipment.** Wendel may provide tools, documentation, panels, or other control equipment in support of the services being provided at Owner facilities. All such items shall remain Wendel's property, and Wendel retains the right of access to Owner facilities for the removal such items at any time during or after the termination of this Contract.
- 17.4 **Notice.** Any Notice that is required to be given under this Contract must be in writing and sent return receipt requested to the party at the address noted at the beginning of this Contract.
- 17.5 **Purchase Orders.** Owner acknowledges and agrees that any purchase order issued by Owner, in accordance with this Contract, is intended only to establish payment authority for Owner's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or otherwise revise the terms of this Contract. No term or condition included in the Owner's purchase order will have any force or effect.

Assured Performance Contract

- 17.6 **Force Majeure.** In the absence of a Party's intentional misconduct or negligence, a Party will not be responsible to the other Party for damages, loss, injury, or delay caused by conditions that are beyond that Party's reasonable control. Such conditions include, but are not limited to, acts of God, acts of government agencies, strikes, labor disputes, fire, explosions, thefts, vandalism, riots, terrorism, war, or unavailability of parts, materials or supplies.
- 17.7 **Joint and Several Liability.** If there is more than one Owner named in this Agreement, the liability of each shall be joint and several.
- 17.8 **Assignment.** Neither Party shall assign its interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives.
- 17.9 **Costs.** If any formal mediation or arbitration dispute resolution process or action at law or in equity is necessary to enforce or interpret this Agreement between the Parties, the prevailing Party shall be entitled to reasonable arbitrator and/or attorneys' fees, administrative and/or legal costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
- 17.10 **Independent Contractor.** Wendel, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason hereof, and that it will not, by reason hereof, make any claim to or application for any right or privilege applicable to an officer or employee of the Owner, including, but not limited to Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement Membership or credit.
- 17.11 **Severability.** If any provision of this Agreement is held to be illegal, unenforceable or void, then the Parties will be relieved of obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the Parties that the provision, as applicable, will be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision which is legal and enforceable and achieves the required objectives of the Parties.
- 17.12 **No Waiver of Performance.** The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.
- 17.13 **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
- 17.14 **Entire Agreement.** This Agreement is the full Agreement between Wendel and Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations related to this Agreement are not part of this Agreement between Wendel and Owner and are superseded by this Agreement. No modifications to this Agreement are binding on Owner or Wendel unless made in writing and signed by the Parties.

Assured Performance Contract

Wendel

Owner

Signature

Joseph DeFazio

Printed Name

Vice President Energy Services

Title

Date

Signature

Printed Name

Title

Date

Acknowledgement taken in the

State of New York, County of _____, ss:

On the ____ day of _____, in the year 20 __, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Acknowledgement taken in the

State of Arizona, County of _____, ss:

On the ____ day of _____, in the year 20 __, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ASSURED PERFORMANCE CONTRACT

EXHIBIT A – PROJECT SCOPE OF WORK

1. TOTAL PROJECT SUMMARY

- 1.1 See attached to this Schedule, the Total Project Summary dated [June 29, 2018](#) (the “Summary”)
- 1.2 It is understood by and between Wendel and Owner that the Summary sets forth a list of various energy conservation measures, facility improvement measures and operational efficiency improvements (collectively the “Measures and Improvements”), which will result in energy savings, increased revenues or allow the Owner to avoid future capital or operation costs. The parties further agree that the pricing and scope of work set forth in the Summary, is only an estimate, and, at the time of the execution of this Assured Performance Contract, Wendel is in the process of procuring final pricing and that the scope of work may be modified due to the Owner, Wendel or regulatory agency requests.
- 1.3 **Project Modifications.** The parties agree that at the time of the execution of this Assured Performance Contract, (i) Wendel is in the process of procuring final pricing for the Project set forth in the Project Development Letter Agreement and (ii) that the Project Scope of Work may be subject to modification through Project Design Contract or Project Build Contract change orders at the request of Owner, Wendel or regulatory and/or funding entities having jurisdiction. Subsequently, the parties agree that at the time of Contract signing the Project price and scope of work set forth in the Exhibits attached hereto and summarized in the Total Project Summary (Exhibit A, Attachment 1) is a reasonable estimate subject to potential reassessment and modification due to subsequent changes in the Project. When the Project price and scope of work has been finalized, Wendel will timely provide Owner with updated versions of the attached Exhibits to reflect the final Project.
- 1.4 Once the final pricing and scope of work is determined, Wendel will provide Owner with the final pricing and scope of work for all those Measures and Improvements for which the final pricing is in accord with the estimates provided by Wendel. Based on the foregoing, it is agreed by the parties that within fifteen (15) days of Wendel providing Owner with the final pricing and scope of work described in this Exhibit A, Owner shall provide Wendel with its final project selection, which shall include all of the Measures and Improvements for which the final pricing is in accord with the estimates provided by Wendel. Thereafter, the parties will undertake good faith efforts to supplement this Contract within thirty (30) days by written modification, and thereby incorporate any changes to (1) the Project Scope of Work

2. SUMMARY OF MEASURES AND IMPROVEMENTS

The following summarizes the Measures and Improvements applicable to the Project set forth in Section 1 of this Contract. A detailed description of the Measures and Improvements can be found in the Project Documents.

- 2.1 **Lighting Improvements:** The lighting system throughout the town’s building space and WWTP areas will be upgraded with new, energy efficient lamps and/or fixtures. In the majority of applications, this new lighting will be replacing existing linear fluorescent lamps. The new lighting system will reduce both energy costs and maintenance costs since the new technology has a longer service life.
- 2.2 **Photovoltaic System Installation:** The photovoltaic system to be installed at the wastewater treatment plant to support plant operations demands with renewable energy. The new installation will reduce energy costs since this technology will help reduce current electrical operations across the plant.

**ASSURED PERFORMANCE CONTRACT
EXHIBIT A – PROJECT SCOPE OF WORK
ATTACHMENT 1 – TOTAL PROJECT SUMMARY**

(Refer to Total Project Summary Table on the Next Page)

Town of Camp Verde
TOTAL PROJECT SUMMARY - EPC BIDS
6/29/2018
Implementation Project

(Y)es (N)o (O)ption	Line No.	Facility	EEM No.	Energy Conservation Measure	Total Measure Cost ¹ (\$)	Annual Electric Savings (kWh)	Annual Demand Savings (kW)	Annual Fuel Savings (mmBtu)	Annual Water Savings (Gallons)	Annual O&M Savings (\$)	Annual Electric Savings (\$)	Annual Fuel Savings (\$)	Total Annual Savings (\$)	Simple Payback Period ²	Emissions Reduction (lbs of CO ₂)	M&L
Y	2	200 BLDG	1.1	Lighting System Improvements	\$14,738	5,390	22.1	0	0	\$21	\$795	\$0	\$816	18.1	4,743	\$10,306
Y	3	300 BLDG	1.1	Lighting System Improvements	\$28,232	21,387	91.0	0	0	\$104	\$3,428	\$0	\$3,532	8.0	18,818	\$19,743
Y	12	WWTP	1.1	Lighting System Improvements	\$13,547	15,017	47.8	0	0	\$2	\$1,720	\$0	\$1,722	7.9	13,213	\$9,473
Y	0	WWTP	8.1	Ground Mount Solar Array - 100% Demand	\$439,699	219,783	258.0	0	0	\$0	\$21,155	\$0	\$21,155	20.8	545420	\$322,124
PROGRAM TOTALS - Final Project					\$496,216	261,577	418.9	0	0	\$127	\$27,098	\$0	\$27,225	18.2	582,195	\$361,646

NOTES:

- TOTAL MEASURE COST includes direct construction costs (subcontractor material and labor) and DOES include fees for services described below: Energy, Electrical and Mechanical engineering, Construction documents, Financing assistance services, Subcontractor coordination and administration
- SIMPLE PAYBACK periods DO NOT include incentives. Payback is given by the total measure cost divided by total annual savings.
- INCENTIVES are estimated based on APS's Solution for Buisness Program. These values represent the best estimates of future incentives and are subject to change. Please refer to the report for details. Note incentives are not inluced in simple payback periods.



ASSURED PERFORMANCE CONTRACT
EXHIBIT B - ANNUAL RECONCILIATION AND SAVINGS/REVENUE ALLOCATION

ANNUAL STIPULATED ENERGY SAVINGS: \$27,098

ANNUAL STIPULATED O&M SAVINGS / REVENUE INCREASE: \$127

TOTAL ANNUAL SAVINGS / REVENUE INCREASE \$27,225

ASSURED PERFORMANCE CONTRACT EXHIBIT C – STIPULATED SAVINGS

The savings identified below shall be Stipulated Savings under this Exhibit. These savings are being stipulated because they represent a relatively small amount of savings relative to the cost and effort required to effectively measure and verify the savings and/or they are deemed to have a high confidence level to be achieved. Stipulated Savings are mutually agreed upon by the Owner and Wendel as set forth below to be achieved upon execution of the applicable Certificate of Substantial Completion and shall not be measured or monitored during the Term. Refer to the Comprehensive Energy Audit for the detailed calculations used to estimate these savings. The Stipulated Savings shall be deemed to increase during each year of the Term by the escalation percentages set forth below.

Source of Savings	First Year Savings	Escalation
Lighting O&M Savings	\$127	1%
TOTAL STIPULATED SAVINGS	\$127	

Stipulated Savings Description

Lighting Operation & Maintenance Savings

The maintenance savings associated with the lighting upgrades are the difference between the normal maintenance costs that would be associated with the existing condition and the cost associated with the proposed condition. The new LED lights will last significantly longer than the existing lights, however they are currently more expensive to replace. Costs are based on today's costs and do not take into account reductions in costs in the future, nor does it take into account labor savings associated with reduced maintenance requirements. The following savings are mutually agreed upon by the Owner and Wendel:

	Savings(\$)
• Building 200	\$21
• Building 300	\$104
• WWTP	\$2
 NET TOTAL	 \$127

Authorized Owner Representative _____

ASSURED PERFORMANCE CONTRACT EXHIBIT D – RESPONSIBILITIES OF WENDEL AND OWNER

This Exhibit details the individual responsibilities of Wendel and Owner not otherwise set forth in this Contract, in connection with the management and administration of the Assured Performance Guarantee.

OWNER

Owner is responsible for maintaining related equipment in proper operation condition. This includes cleaning of photovoltaic array as necessary to maintain energy output of the system.

Owner is responsible for replacing any Equipment installed in this contract not covered under any extended warranty should it fail prior to the end of the Agreement, with equipment of equal or greater efficiency.

Upon request, Owner agrees to provide documentation of Equipment replacements and any maintenance activities on the newly installed equipment carried out independent of Wendel.

Owner will notify Wendel within fifteen (15) working days of any changes, replacements, and/or additions of any equipment, schedule changes, building square footage, and/or operating conditions relating in any way to the reconciliation of this guarantee.

Owner will mail copies of or provide for electronic access to utility bills on a monthly basis to Wendel.

ASSURED PERFORMANCE CONTRACT

EXHIBIT E – UNIT ENERGY COSTS

The unit energy costs by month for the Performance Guarantee are set forth below. The rates shown below shall be designated the floor rates and shall be the minimum rate used for all calculations made in this Exhibit G “Calculation of Benchmarks and Performance Savings”. Modifications to the floor rates can only be done per Exhibit G.

Electric Unit Costs

Facility	Electric Demand (\$/kW)	Electric Usage (\$/kWh)
Building 200	0.00	0.147
Building 300	9.83	0.118
Wastewater Treatment Plant	9.08	0.086

Authorized Owner Representative _____

Annual Energy Costs Increase

The following table identifies the % increase that will be made to floor amounts in the tables above for each succeeding year of the Guarantee.

Year	Electric Usage	Electric Demand	O&M
All	3%	3%	1%

Authorized Owner Representative _____

ASSURED PERFORMANCE CONTRACT

EXHIBIT F – OCCUPANCY SCHEDULE / PHOTOVOLTAIC VALUES

In order to accurately assess the effectiveness of the Measures and Improvements, it is necessary to be able to make comparisons of pre-retrofit and post-retrofit conditions under similar terms. The occupancy schedules below are mutually agreed to accurately represent the pre-retrofit conditions and serve as the basis for post-retrofit analysis.

OCCUPANCY SCHEDULE (BUILDING 200)

Town Hall Areas (Offices, Council Chambers, etc.)

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	6:45 AM	5:15 PM
Tuesday	6:45 AM	5:15 PM
Wednesday	6:45 AM	5:15 PM
Thursday	6:45 AM	5:15 PM
Friday	6:45 AM	12:15 PM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	2470	
*Typical average lighting operating times. These hours include normal work day, custodial activities, and utilization factor.		

Exterior

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	7:30 PM	4:30 AM
Tuesday	7:30 PM	4:30 AM
Wednesday	7:30 PM	4:30 AM
Thursday	7:30 PM	4:30 AM
Friday	7:30 PM	4:30 AM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	2340	
*Typical average lighting operating times. These hours include normal operating hours and a utilization factor.		

Historical Society

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	10:00 AM	4:20 PM
Tuesday	10:00 AM	4:20 PM
Wednesday	10:00 AM	4:20 PM
Thursday	10:00 AM	4:20 PM
Friday	10:00 AM	4:20 PM
Saturday	10:00 AM	4:20 PM
Sunday	N/A	N/A
Annual Hours	1976	
*Typical average lighting operating times. These hours include normal work day and custodial activities.		

**ASSURED PERFORMANCE CONTRACT
EXHIBIT F – OCCUPANCY SCHEDULE / PHOTOVOLTAIC VALUES**

Mechanical Room

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	4:00 PM	4:30 PM
Tuesday	4:00 PM	4:30 PM
Wednesday	4:00 PM	4:30 PM
Thursday	4:00 PM	4:30 PM
Friday	4:00 PM	4:30 PM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	130	
*Typical average lighting operating times. These hours include normal work day and custodial activities.		

OCCUPANCY SCHEDULE (BUILDING 300)

Town Hall Areas (Offices, Gym, Wood shop etc.)

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	6:45 AM	5:15 PM
Tuesday	6:45 AM	5:15 PM
Wednesday	6:45 AM	5:15 PM
Thursday	6:45 AM	5:15 PM
Friday	6:45 AM	12:15 PM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	2470	
*Typical average lighting operating times. These hours include normal work day, custodial activities, and utilization factor.		

Exterior

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	7:30 PM	4:30 AM
Tuesday	7:30 PM	4:30 AM
Wednesday	7:30 PM	4:30 AM
Thursday	7:30 PM	4:30 AM
Friday	7:30 PM	4:30 AM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	2340	
*Typical average lighting operating times. These hours include normal operating hours and a utilization factor.		

**ASSURED PERFORMANCE CONTRACT
EXHIBIT F – OCCUPANCY SCHEDULE / PHOTOVOLTAIC VALUES**

Restroom / Bathrooms

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	10:00 AM	2:50 PM
Tuesday	10:00 AM	2:50 PM
Wednesday	10:00 AM	2:50 PM
Thursday	10:00 AM	2:50 PM
Friday	10:00 AM	2:50 PM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	1256	
*Typical average lighting operating times. These hours include normal work day and custodial activities.		

Storage rooms

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	10:00 AM	2:50 PM
Tuesday	10:00 AM	2:50 PM
Wednesday	10:00 AM	2:50 PM
Thursday	10:00 AM	2:50 PM
Friday	10:00 AM	2:50 PM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	1256	
*Typical average lighting operating times. These hours include normal work day and custodial activities.		

Offices (Low Use)

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	9:00 AM	12:40 PM
Tuesday	9:00 AM	12:40 PM
Wednesday	9:00 AM	12:40 PM
Thursday	9:00 AM	12:40 PM
Friday	9:00 AM	12:40 PM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	953	
*Typical average lighting operating times. These hours include normal work day, custodial activities, and utilization factor.		

**ASSURED PERFORMANCE CONTRACT
EXHIBIT F – OCCUPANCY SCHEDULE / PHOTOVOLTAIC VALUES**

OCCUPANCY SCHEDULE (WASTEWATER TREATMENT PLANT)

Waste Water Areas (Offices, Shops, etc.)

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	5:00 AM	2:05 PM
Tuesday	5:00 AM	2:05 PM
Wednesday	5:00 AM	2:05 PM
Thursday	5:00 AM	2:05 PM
Friday	5:00 AM	2:05 PM
Saturday	5:00 AM	2:05 PM
Sunday	5:00 AM	2:05 PM
Annual Hours	3306	
*Typical average lighting operating times. These hours include normal work day and custodial activities.		

Exterior

	Lighting *	
	Time On	Time Off
52 Weeks		
Monday	7:30 PM	4:30 AM
Tuesday	7:30 PM	4:30 AM
Wednesday	7:30 PM	4:30 AM
Thursday	7:30 PM	4:30 AM
Friday	7:30 PM	4:30 AM
Saturday	N/A	N/A
Sunday	N/A	N/A
Annual Hours	2340	
*Typical average lighting operating times. These hours include normal work day, custodial activities, and utilization factor.		

**ASSURED PERFORMANCE CONTRACT
EXHIBIT F – OCCUPANCY SCHEDULE / PHOTOVOLTAIC VALUES**

SOLAR IRRADIANCE Stipulated Values (WASTEWATER TREATMENT PLANT)

Photovoltaic estimates were based off of the U.S. Department of Energy’s National Renewable Energy Laboratory PVwatts calculator. This information was based off the location of the array and nearest weather station location of Prescott Love Field, AZ. The savings associated with this data is the amount of irradiance reported in the year. The typical daily and hourly irradiance is provided on the U.S. Department of Energy’s National Renewable Energy Laboratory website with the total annualized value shown below. The owner will agree upon this annualized irradiance being the floor value in M&V savings calculations.

Floor Irradiance Table from PVwatts – Monthly trends

Month	Floor Irradiance (W/m ²)
Jan	142,072
Feb	146,840
Mar	184,296
Apr	207,138
May	226,105
Jun	225,228
Jul	212,402
Aug	197,550
Sep	198,789
Oct	189,267
Nov	159,270
Dec	146,921
Total	2,235,878

**ASSURED PERFORMANCE CONTRACT
EXHIBIT F – OCCUPANCY SCHEDULE / PHOTOVOLTAIC VALUES**

Photovoltaic Module Efficiency (WASTEWATER TREATMENT PLANT)

The Photovoltaic efficiency of a module will decrease over its useful life. The module efficiency at each successive year of operation is stipulated based off of the manufacturer's warranty specifications. The owner agrees that these values represent the efficiency degradation of the PV array over its operating life.

Photovoltaic Efficiency Age Warranty – Annualized years

PV Efficiency (%)	Year End
97	1
96.3	2
95.6	3
94.9	4
94.2	5
93.5	6
92.8	7
92.1	8
91.4	9
90.7	10
89.3	12
88.6	13
87.9	14
87.2	15
86.5	16
85.8	17
85.1	18
84.4	19
83.7	20
83	21
82.3	22
81.6	23
80.9	24
80.2	25

Authorized Owner Representative: _____

The above signature of an authorized owner representative, verifies the operating schedules and characteristics in this section are mutually agreed to accurately represent the pre-retrofit conditions and serve as the basis for post-retrofit analysis.

**ASSURED PERFORMANCE CONTRACT
EXHIBIT G – CALCULATION OF BENCHMARK AND PERFORMANCE SAVINGS**

(Not applicable in this Contract)

**ASSURED PERFORMANCE CONTRACT
EXHIBIT H – MEASUREMENT AND VERIFICATION ANNUAL FEES**

(Not applicable in this Contract)

ASSURED PERFORMANCE CONTRACT EXHIBIT I-INVESTMENT GRADE AUDIT

[Under Separate Cover]

ASSURED PERFORMANCE CONTRACT EXHIBIT J-EQUIPMENT LIST

Refer to Project Manual Dated 5/11/2018

**ASSURED PERFORMANCE CONTRACT
EXHIBIT K - REQUIRED CERTIFICATIONS AND CLAUSES**

(Not applicable in this Contract)

PROJECT BUILD CONTRACT

This Project Build Contract ("Contract"), effective as of this [Wednesday, August 01, 2018](#), by and between Wendel Energy Services, LLC ("Wendel") and Town of Camp Verde ("Owner"), collectively herein the "Parties", is for construction services for the following facilities improvement project:

Project Name, Location and Description

Name: Town of Camp Verde Address: 473 South Main Street, Suite 102
Camp Verde, AZ 86322

Description: Lighting Systems Improvements, Photovoltaic System

Estimated Construction Duration

Start Date 8/1/2018
Substantial Completion Date 12/31/2018
Final Completion Date 1/31/2019

Architect-Engineer

WD Wendel Architecture, Engineering, Surveying,
and Landscape Architecture, P.C.
Centerpointe Corporate Park
375 Essjay Road, Suite 200
Williamsville, New York 14221

Contract Documents

Upon signing, this Contract and any documents listed below constitute Contract Documents

Exhibit A - General Terms and Conditions
Exhibit B - Supplemental Terms and Conditions
Exhibit C - Owner Bonding Requirements
Exhibit D - Certificate Of Substantial Completion
Exhibit E - Certificate of Final Completion
Exhibit F - Design Documents

Deliverables

As described in Exhibit F - Design Documents.

Project Build Contract Amount

[\$381,705]

Unless otherwise specifically set forth herein, progress payments shall be made in accordance Section 7 of the General Terms and Conditions.

1. SCOPE OF SERVICES

- 1.1 Wendel shall construct the Work in accordance with the Design Documents and as required by the Contract Documents.

2. CERTIFICATE OF SUBSTANTIAL COMPLETION

A Certificate of Substantial Completion (Exhibit D) shall be submitted by Wendel to Owner upon the substantial completion of the Work, or a logical portion thereof if applicable. The Certificate of Substantial Completion acknowledges that the applicable Work has been completed such that the benefits of the Work have begun to accrue to the Owner and applicable warranties thereupon have commenced, but does not constitute an acceptance of the Work by the Owner. Owner shall within thirty (30) calendar days of receipt of a Certificate of Substantial Completion either (a) execute the Certificate of Substantial Completion or (b) inform Wendel in writing of any applicable Work issues that would preclude Owner from executing the Certificate of Substantial Completion.

PROJECT BUILD CONTRACT

In the event Owner fails to exercise either option within the thirty (30) days, the Work will be deemed accepted by Owner.

3. CERTIFICATE OF FINAL COMPLETION.

A Certificate of Final Completion (Exhibit E) shall be submitted by Wendel to Owner upon final completion of the Work for the entirety of the project build. Owner shall within thirty (30) calendar days either (a) execute the Certificate of Final Completion or (b) inform Wendel in writing of any Work issues that would preclude Owner from executing the Certificate of Final Completion. In the event Owner fails to exercise either option within the thirty (30) days, the Work will be deemed accepted by Owner.

4. BONDING REQUIREMENTS

Wendel shall furnish applicable construction bonding as required by Owner and set forth in Exhibit C.

5. PROJECT CLOSE OUT FEES

If decision making by the Owner necessary to close out the Project is not forthcoming through no fault of Wendel or its subcontractors, or change orders that extend the Project Date of Final Completion, commencing [2/28/2019](#) Owner will be assessed a project management continuation fee of two thousand five hundred dollars (\$2,500)per month.

PROJECT BUILD CONTRACT

Wendel Energy Services, LLC

Owner

Signature

Joseph DeFazio

Printed Name

Vice President Energy Services

Title

[Date]

Date

Signature

Russell Martin

Printed Name

Town Manager

Title

[Date]

Date

Acknowledgement taken in the

State of New York, County of

_____, ss:

On the ___ day of _____, in the year 20___,
before me ,the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Acknowledgement taken in the

State of Arizona County of Yavapai , ss:

On the ___ day of _____, in the year 20___,
before me ,the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**PROJECT BUILD CONTRACT
EXHIBIT A – GENERAL TERMS AND CONDITIONS**

(See General Terms and Conditions Section)

**PROJECT BUILD CONTRACT
EXHIBIT B – SUPPLEMENTAL CONDITIONS**

(Not applicable in this Contract)

PROJECT BUILD CONTRACT

EXHIBIT C - OWNER BONDING REQUIREMENTS

Performance and Labor and Material Payment Bonds

All subcontractors shall, before commencing any work or placing any materials upon any site, deliver to Wendel and the Owner, in a sum equal to the total amount of the applicable subcontract construction costs, (i) performance bonds and (ii) labor and material payment bonds executed by a solvent surety corporation as a surety authorized to do business in the State of New York and naming Wendel and Owner as obligee, or equivalent instruments, which shall be subject to approval by Wendel and the Owner, which approval shall not be unreasonably withheld, respectively guaranteeing (i) the faithful performance of all work in accordance with the plans, specifications, conditions and obligations of the subcontract and Contract Documents and the maintenance of the subcontract improvements for a period of one year from the date of substantial completion of the improvement and (ii) the payment of all persons performing labor and furnishing materials under the subcontract.

PROJECT BUILD CONTRACT

EXHIBIT D – CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	Owner:	Owner's Contract No.:
Subcontract:	Date of Owner Contract:	
Subcontractor:	Wendel Project No.:	

THIS CERTIFICATE OF SUBSTANTIAL COMPLETION APPLIES TO:

All Work under the Contract Documents:
 The following specified portions:

The Work to which this Certificate applies has been inspected by Wendel's Project Manager, and found to be complete and, to the best of Wendel's knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents, except as stated on any punch list attached hereto. **The Date of Substantial Completion, as defined below, of the Project, or designated portion(s), listed above is Date.**

Definition: The Date of Substantial Completion of the Project, or designated portion(s), listed above is the date indicated by the Wendel Project Manager when the construction is substantially complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project, or designated portion(s), listed above for the intended use.

Any attached punch list of items to be completed or corrected may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of Wendel to complete all Work in accordance with the Contract Documents.

Accepted by Wendel
Project Manager: _____ _____
Date

Print Name and Title: _____

The Work to which this Certificate applies has been inspected by an authorized representative of Owner, and found to be complete excepting as stated on any punch list attached hereto, and to the best of Owner's knowledge, information and belief the Work has been completed in accordance with the terms and conditions of the Contract Documents. The Date of Substantial Completion of the Project, or designated portions, listed above is hereby confirmed.

Except as provided otherwise in the Contract Documents, the Owner accepts responsibility for security, operation, safety, maintenance, heat, utilities, insurance and warranties of the Project, or designated portion(s), listed above.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Accepted by Authorized
Owner Representative: _____ _____
Date

Print Name and Title: _____

PROJECT BUILD CONTRACT

EXHIBIT E – CERTIFICATE OF FINAL COMPLETION

Project:	Owner:	Owner's Contract No.:
Contractor: Wendel Energy Services, LLC		Date of Owner Contract:
		Wendel Project No.:

THIS CERTIFICATE OF FINAL COMPLETION APPLIES TO ALL WORK UNDER THE CONTRACT DOCUMENTS:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner and Wendel, and found to be complete based on our inspection. To the best of our knowledge, information and belief the Work has been completed in accordance with the terms and conditions of the Contract Documents.

Failure to identify incomplete work items or requirement of Contract Documents prior to issuance of the Certificate does not alter the responsibility of the Contractor to comply with all provisions of Contract Documents.

Except as provided otherwise in the Contract Documents, the Owner herewith accepts responsibility for security, operation, safety, maintenance, heat, utilities, insurance and warranties that have not been previously transferred from the Contractor.

Accepted by Authorized Wendel Representative: _____ Date _____

Print Name and Title: _____

Accepted by Authorized Owner Representative: _____ Date _____

Print Name and Title: _____

EXHIBIT F – DESIGN DOCUMENTS

Refer to Design Documents dated [5/11/2018](#) under separate cover.

DRAFT

GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

- 1.1 **Required Approvals.** This Contract is subject to termination by Owner pursuant to Section 21.1 in the event any required approval, clearance, and/or coordination with appropriate governmental or commercial entities as may be mandated by the subject matter of the Contract and/or the proposed financing thereof ("Required Approval") is not obtained.
- 1.2 **Design Professionals.** Any required architectural and engineering services ("Design Services") shall be procured from design professionals licensed to provide Design Services in the geographic location of the Facilities (the "Architect/Engineer"), who shall be retained by Wendel pursuant to a separate agreement between Wendel and the Architect/Engineer. The standard of care for Design Services performed hereunder shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time in the geographic location of the Facilities. Notwithstanding any clause in this Contract or the Contract Documents to the contrary, Wendel disclaims all express or implied warranties or guarantees with respect to the performance of professional services.
- 1.3 **Non-appropriations Clause.** This Contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the Contract.
- 1.4 **Extent of Contract** This contract is solely for the benefit of the Parties and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter hereof. Owner and Wendel agree to look solely to each other with respect to the performance of the Contract. The Contract and each and every provision is for the exclusive benefit of Owner and Wendel and not for the benefit of any third party nor any third party beneficiary, except to the extent that may be expressly provided for in the Contract Documents.

2. WENDEL'S RESPONSIBILITIES

- 2.1 Wendel shall exercise reasonable skill and judgment in the performance of the Work.
- 2.2 Wendel shall supervise and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating portions of the Work.
- 2.3 Wendel shall be responsible to pay for labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 2.4 Wendel shall be responsible for obtaining all permits and related permit fees associated with the Work.
- 2.5 Wendel shall pay sales, consumer, use, and other similar taxes, as may be required by law, and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution, as may be required by law.
- 2.6 Where applicable, Wendel will assist the Owner in securing any necessary approvals, easements, assessments, or zoning changes.
- 2.7 If applicable and to the extent possible, Wendel will utilize Owner's tax exempt status, but makes no representations regarding the tax implications thereof or Owner's accounting treatment thereof.
- 2.8 Wendel shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, Wendel shall remove dismantled and/or uninstalled components and equipment, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

3. OWNER'S RESPONSIBILITIES

- 3.1 Owner shall designate an Owner's Facilitator who shall be the primary contact person for Owner during the performance of this Contract, with the responsibility for facilitating communications and efficient interaction between the Owner and the Wendel project manager, including the timely coordination of Work and Owner internal approvals and processes as may be required for the implementation of the project.
- 3.2 Owner shall provide full information in a timely manner regarding requirements for this Contract, including, but not limited to;
- 3.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
- 3.2.2 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.
- 3.3 Wendel shall be entitled to rely on the completeness and accuracy of the information and services provided by Owner as required by this Section 3.

4. SUBCONTRACTS

- 4.1 **Use of Subcontractors.** Work not performed by Wendel with its own forces shall be performed by subcontractors.
- 4.2 **Retaining Subcontractors.** Wendel shall not retain any subcontractor to whom Owner has a reasonable and timely objection, provided that Owner agrees to compensate Wendel for any additional costs incurred by Wendel as a result of such objection. Owner may propose subcontractors to be considered by Wendel. Wendel shall not be required to retain any subcontractor to whom Wendel has a reasonable objection.
- 4.3 **Management of Subcontractors.** Wendel shall be responsible for the management of the subcontractors in the performance of their work.
- 4.4 **Assignment of Subcontracts.** Wendel shall provide for assignment of subcontracts in the event that Owner terminates this Contract for cause as provided in Section 22.3. Following such termination, Owner shall notify in writing those subcontractors whose assignments will be accepted, subject to the rights of sureties.
- 4.5 **Binding of Subcontractors and Material Suppliers.** Wendel agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its sub-subcontractors and material suppliers) to all the provisions of this Contract as they apply to the subcontractor's and material supplier's portions of the Work.

5. PROJECT MODIFICATIONS

- 5.1 **Reasonable Estimate Pricing.** The parties agree that at the time of the execution of this Project Build Contract that
- 5.1.1 Wendel may still be in the process of procuring and finalizing Project pricing, and
- 5.1.2 the Project Scope of Work may be subject to subsequent modification through the Project Design Agreement or Project Build Contract change orders at the request of Owner, Wendel or regulatory and/or funding entities having jurisdiction.
- Subsequently, the parties agree that at the time of Contract signing the Project price and scope of work set forth in the Exhibits attached hereto is a reasonable estimate subject to potential reassessment and modification due to subsequent changes in the Project.
- 5.2 **Final Project Pricing.** When the Project price and scope of work has been finalized, Wendel will timely provide Owner with updated versions of the attached Exhibits to reflect the final Project.
- 5.3 Once the final pricing and scope of work is determined, Wendel will provide Owner with the final pricing and scope of work for all those Measures and Improvements for which the final pricing is in accord with the estimates provided by Wendel. Based on the foregoing, it is agreed by the parties that within fifteen (15) business days of Wendel providing Owner with the final pricing and scope of

work described, Owner shall provide Wendel with its final project selection, which shall include all of the Measures and Improvements for which the final pricing is in accord with the estimates provided by Wendel. Thereafter, the parties will undertake good faith efforts to supplement this Contract within thirty (30) business days by written modification, and thereby incorporate any changes to (1) the Project Scope of Work

6. RESERVE

- 6.1 **Reserve.** The "Project Build Contract Amount" includes both direct construction costs and a reserve amount mutually agreed upon by both the Owner and Wendel. The reserve shall be used by Wendel to cover any errors, omissions, or unforeseen conditions associated with the original project scope of work as defined in this Agreement. Any use of reserve monies shall be fully disclosed using a Reserve Allocation Form. Upon the last substantial completion certificate being executed, the remaining reserve funds may be used for mutually agreed additional work and/or related expenses.

7. CHANGE ORDERS

- 7.1 **Change Orders.** Any Change Order(s) that result(s) in exceeding the total Contract amount will be firstly subject to the Owner's approval of and signature on a Contract Change Order increasing the Agreement amount to facilitate the change. Any Change Order(s) will be subject to the mutual consent of the Parties, which consent shall not be unreasonably withheld, and which shall be made in accordance with the following procedure: within ten (10) business days of the submittal of a Change Order, the Parties shall, in writing which sets forth good reason, either object to the Change Order, or request an extension of time necessary to render a decision. If either Party fails to provide a written response within ten (10) business days, then the Change Order as submitted shall be deemed accepted. If the Parties cannot reach agreement under this Section 7.1, either Party may seek relief in accordance with Section 23 (Dispute Resolution) herein.

8. COMPENSATION

8.1 Price for the Work.

It is understood and agreed to between the Parties that the price for the Work includes unburdened construction costs as set forth in the Project Build Contract plus "Project Implementation Fee" as set forth the Project Development Agreement (PDA).

- 8.2 **Adjustment in the Price for or Scope of the Work.** Wendel may submit a Change Order for an adjustment in the price and/or scope of work under the following circumstances, subject to the provisions of Section 7.1.

8.2.1 If Required Approvals are not obtained by Owner within one hundred twenty (120) business days of final pricing.

8.2.2 If applicable prevailing wage rates are at any time revised by the State of Arizona or the U.S. Government as applicable to this agreement.

8.2.3 For changes in the Work as provided for in Section 6.

For delays in the Work not caused by Wendel or its subcontractors there will be an equitable adjustment in Wendel's Fee to compensate Wendel for documented increased expenses (see Section 18).

8.2.4 If the cost of this Contract exceeds any draw schedule set forth herein, as a result of changes (constructive or actual) which require Wendel to render work or services outside the scope of this Contract, Owner will reimburse Wendel for added management costs.

9. PAYMENT TERMS

- 9.1 **Progress Payments.** Wendel will invoice Owner monthly on a percent complete basis. Unless specifically set forth otherwise elsewhere in the Contract Documents, progress payments (including payment for equipment deposits, materials and equipment delivered either on site or off site) and work and services performed on and off-site shall be made to Wendel as follows:

9.1.1 Wendel will provide pay applications to Owner for payment once per month. The monthly pay application will be presented for all Work completed, and/or material stored on-site or off-site, and Work to be completed by the date of the invoice. The approval of Owner shall not be

unreasonably withheld and shall be made in accordance with the following procedure: within fifteen (15) business days of Wendel's submittal of the invoice, Owner shall, in writing which sets forth good reason, either object to specific portions of the invoice or request an extension of time necessary to render a decision with respect to specific portions of the invoice. If Owner fails to provide a written response within fifteen (15) business days, then the invoice, submitted by Wendel shall be deemed approved. If applicable, once a pay application is approved by Owner, Owner shall within twenty-four (24) hours either (i) fax or (ii) send written authorization for the amount of the pay application (or that portion to which Owner fails to provide reasonable objection in accordance with this Section 9.1.1) to any financing institution managing payments.

9.1.2 Wendel will apply for payment of applicable retainage amounts upon submission of a Certificate of Substantial Completion for (i) a portion of the Work or (ii) the entire Work. The Owner shall make payment of the retainage applying to the Work designated by the Certificate of Substantial Completion, such retainage payment being subject to the withholding by Owner of up to fifty percent (50%) of the value of any Work applicable to the submitted Certificate of Substantial Completion that is incomplete or not in accordance with the requirements of the Contract Documents, with such withholding to be paid upon completion of such incomplete or non-compliant Work.

9.1.3 If Owner fails to remit payment to Wendel in accordance with the times set forth in Section 9.1.2 then after ten (10) days of the receipt of an invoice by Owner, Wendel may provide Owner with an additional eight (8) business days' Notice for payment. Thereafter, if Owner fails to provide Wendel with payment, upon an additional four (4) business days' Notice to Owner, Wendel may stop the Work until payment of the amount owing has been received. Applicable time frames for completion of the Work shall be extended appropriately, and the agreed upon cost of Work shall be increased by the amount of Wendel's reasonable costs of shut down, delay and start-up, plus interest at the prevailing legal rate.

9.1.4 If the Parties cannot reach an agreement with respect to any aspect under this Section 9, either Party may seek relief in accordance with Section 23 (Dispute Resolution). Nothing in the Contract Documents shall afford Owner the right to withhold payment to the extent it fails to comply with the terms of Section 9.

9.2 **Final Payment.** If applicable, final authorization for payment, constituting the entire unpaid balance for the applicable Work, shall be submitted to any financial institution handling payments within ten (10) business days after Owner's acceptance of the Work. Final authorization for payment may be withheld on account of any material breach of this Contract by Wendel and claims by third parties (including Wendel subcontractors and material suppliers), but only to the extent that written Notice has been provided to Wendel, and Wendel has failed within ten (10) business days of the date of receipt of such Notice, to provide adequate security to protect Owner from any loss, cost, or expense related to such claims.

10. WARRANTY

10.1 Wendel warrants that materials and equipment furnished by Wendel will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract Documents.

10.2 Wendel warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one year from the Date of Substantial Completion, or for a longer time if so specified elsewhere in the Contract Documents. Substantial Completion shall mean the stage in the progress of the Work where the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

10.3 During the warranty period, upon written notice from Owner, Wendel shall, at its option, re-perform, repair or replace defective Work at no additional cost to Owner.

10.4 These warranties do not extend to any Work that has not been properly and reasonably maintained, or that has been abused, altered, misused, or repaired by Owner or third parties without the supervision of and prior written approval of Wendel; or if equipment serial numbers or warranty date decals have been removed or altered.

10.5 Owner must promptly report any failure of equipment installed to Wendel in writing.

- 10.6 All replaced equipment, components or parts become Wendel's property.
- 10.7 Owner understands that Wendel is a provider of services and shall not be considered a merchant or a vendor of goods. If Wendel installs or furnishes a piece of equipment, and that equipment is covered by a warranty from the manufacturer, Wendel will transfer the benefits of that manufacturer's warranty to Owner.
- 10.8 THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

11. SUBSTANTIAL/FINAL COMPLETION DATES

Unless the Parties agree otherwise, the Date of Substantial Completion and/or the Date of Final Completion shall be as provided for in this Contract. Owner and Wendel may agree not to establish such dates, or in the alternative to establish one but not the other of the two dates. If such dates are not established upon the execution of a Contract, at such time as final Contract pricing is accepted, a Date of Substantial Completion and/or Date of Final Completion of the Work may be established and the Contract amended accordingly. If final pricing is not yet established and the Parties desire to establish a Date of Substantial Completion and/or Date of Final Completion, it shall be set forth in an amendment to the Contract.

12. OWNERSHIP OF DOCUMENTS

- 12.1 **On Final Payment for Completed Work.** Upon the making of final payment pursuant to this Contract, Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by Wendel, its Architect/Engineer, Subcontractors and consultants and distributed to Owner under the Contract. ("Build Documents").
- 12.2 **On Termination by Owner for Cause.** If this Contract is terminated by Owner for cause, Owner shall receive ownership of the property rights, except for copyrights, of any Build Documents upon payment for all Work performed in accordance with the Contract, at which time Owner shall have the right to use, reproduce and make derivative works from the Build Documents to complete the Work.
- 12.3 **On Termination by Owner without Cause.** If a Contract is terminated pursuant to Section 22.4 of the General Terms and Conditions, Owner shall receive ownership of the property rights, except for copyrights, of the Build Documents upon payment of all sums provided in Section 22.4 of the General Terms and Conditions, at which time Owner shall have the right to use, reproduce and make derivative works from the Build Documents to complete the Work.
- 12.4 **Owner's Use of Design-Build Documents.**
 - 12.4.1 **Renovation and Remodeling of Work.** Owner may use, reproduce and make derivative works from the Build Documents for subsequent renovation and remodeling of the Work.
 - 12.4.2 **Other Projects.** Owner shall not use, reproduce or make derivative works from the Build Documents for other projects without the written authorization of Wendel, which authorization shall not be unreasonably withheld.
- 12.5 **Risk of Owner's Use of Design-Build Documents.** Owner's use of the Build Documents without Wendel's involvement or on other projects is at Owner's sole risk, except for Wendel's indemnification obligation pursuant to Section 20, and Owner shall defend, indemnify and hold harmless Wendel, its Architect/Engineer, Subcontractors and consultants, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred by them in connection with, arising out of or resulting from Owner's use of the Build Documents before or after the termination or expiration of this Contract.
- 12.6 **Wendel's Property Rights Obligation.** Wendel shall obtain from its Architect/Engineer, Subcontractors and consultants property rights and rights of use that correspond to the rights given by Wendel to Owner under a Contract.

13. WENDEL'S PROPERTY

All materials furnished by and used by Wendel personnel at the installation site and not part of the Work, including documentation, designs, schematics, test equipment, software, and associated media (excluding Build Documents) remain the exclusive property of Wendel. Owner agrees not to use such materials for any purpose at any time. Owner agrees to allow Wendel personnel to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Owner acknowledges that any software included is proprietary and will be delivered only under the provisions of an appropriate Software License Agreement that will limit its use to the system purchased under the applicable Contract. Any reuse of the materials without written authorization by Wendel, as appropriate, for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Wendel, or to Wendel's subcontractors. Owner shall indemnify and hold harmless Wendel and its subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the Owner's, Owner's agents or their respective employees' reuse of Wendel materials or property without the written permission of Wendel.

14. ROYALTIES, PATENTS AND COPYRIGHTS

Wendel shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by Wendel and incorporated in the Project, and Wendel shall defend, indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify and hold Wendel harmless from all suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by Owner.

15. SAFETY OF PERSONS AND PROPERTY

15.1 Precautions and Programs. Wendel shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Section 15.1 establish the responsibility for safety between Owner and Wendel, they do not relieve subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations. Wendel shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

15.1.1 its employees and other persons at the worksite;

15.1.2 materials, supplies and equipment stored at the worksite for use in performance of the Work; and

15.1.3 the project and all property located at the worksite and adjacent to work areas, whether or not said property or structures are part of or involved in the Work.

15.2 Safety Representative. Wendel shall designate an individual at the worksite who shall act as Wendel's designated safety representative with a duty to prevent accidents. Wendel will report immediately in writing all accidents and injuries occurring at the worksite to Owner. When Wendel is required to file an accident report with a public authority, Wendel shall furnish a copy of the report to Owner.

15.3 Legal Compliance. Wendel shall provide Owner with copies of all notices required of Wendel by law or regulation. Wendel's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

15.4 Owner's Rights. If Owner deems any part of the Work or worksite unsafe, Owner, without assuming responsibility for Wendel's safety program, may require Wendel to stop performance of the Work or take corrective measures satisfactory to Owner, or both.

15.5 Owner's Requirements. Wendel shall abide by Owner's facility safety requirements, if any, that may be set forth in the Contract Documents.

16. HAZARDOUS MATERIALS.

16.1 Suspension of Services. If after the commencement of the Work, unanticipated Hazardous Material is discovered at a worksite, Wendel shall be entitled to immediately stop working in the affected area. Wendel shall report the condition to Owner and, if required, any government agency

with jurisdiction. Unless specifically set forth in the Contract Documents, Wendel shall not be required to perform any Work relating to or in the area of the unanticipated Hazardous Material without the written mutual agreement of the Parties.

- 16.2 **Wendel's Obligations.** Wendel's obligations expressly exclude any work or services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Material in or on or around the work site that is not set forth in the Contract Documents, unless specifically set forth in a mutually agreed upon Change Order.
- 16.3 **Owner's Obligations.** Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effects upon the Work of Wendel. Wendel shall resume Work in the area affected by any unanticipated Hazardous Material only upon (i) written mutual agreement between the Parties or (ii) after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of any governmental agencies with jurisdiction.
- 16.4 **Reassessment of Contracts.** Upon the discovery of the presence of unanticipated Hazardous Material, Wendel and Owner shall mutually review and determine appropriate adjustments to any affected Statements of Work with respect to (i) pricing and guarantee(s), (ii) costs of any delays, additional actions, work and/or services required, (iii) adjustments to Dates of Substantial and Final Completion, and (iv) any other aspect affected by the discovery.
- 16.5 **Option to Terminate.** If, upon the discovery of unanticipated Hazardous Material and review of the potential ramifications on any affected Statements of Work, either Party no longer wishes to proceed with a portion of an affected scope, that Party may, upon written Notice setting forth good reason, terminate that portion of an affected scope that warrants termination as a result of the discovery of Hazardous Material. In the event of the termination of an affected scope, Owner shall reimburse Wendel for all documented loss, cost or expense in connection with the terminated Work, plus any applicable demobilization costs.
- 16.6 **Indemnification.** Provided Wendel, its subcontractors, material suppliers and sub-subcontractors, and the agents, officers, directors and employees of each of them, have not, acting under their own authority, knowingly entered upon any portion of the Work site containing unanticipated Hazardous Material, and to the extent not caused by the negligent acts or omissions of Wendel, its subcontractors, material suppliers and sub-subcontractors, and the agents, officers, directors and employees of each of them, Owner shall defend, indemnify and hold harmless Wendel, its subcontractors, material suppliers and sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, costs and expenses incurred in connection with, arising out of or relating to the performance of the Work in any area affected by unanticipated Hazardous Material.
- 16.7 **Material Safety Data Sheets.** Material Safety Data ("MSD") sheets as may be required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Wendel, subcontractors, Owner or others, shall be maintained at the worksite by Wendel and made available to Owner and subcontractors.
- 16.8 **Liability.** During Wendel's performance of the Work, Wendel shall be responsible for the proper handling of all materials brought to the worksite by Wendel. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the site by Wendel if such materials or substances are required by the Contract Documents.
- 16.9 **Disagreement.** If the Parties cannot reach agreement with respect to any aspect under this Section 16, either Party may seek relief in accordance with Section 23 (Dispute Resolution).
- 16.10 **Survival.** The terms of this Section 16 shall survive (i) the completion of any Work undertaken pursuant to this Contract and (ii) the termination of this Contract.

17. TIME

- 17.1 **Date of Commencement.** The Date of Commencement is the effective date of this Contract as indicated by, in order of precedence, (i) its terms and conditions or (ii) the date the last Party signs this Contract. The Work shall proceed in general accordance with a schedule of work as such

schedule may be amended from time to time, subject, however, to other provisions of the Contract Documents.

17.2 **Time is of the Essence.** Time limits stated in this Contract are of the essence.

18. DELAYS IN THE WORK.

18.1 Wendel shall not be liable for any delay caused by the failure of Owner to (i) perform its contractual obligations, (ii) cooperate in the timely completion of the Work, or (iii) finalize Work selection in accordance with the provisions set forth in the Contract Documents.

18.1.1 If causes beyond Wendel's or its subcontractors' control delay the progress of the Work, Wendel's Project Implementation Cost and/or the Dates of Substantial and/or Final Completion shall be modified by Change Order as appropriate. Such causes shall include, but not be limited to, force majeure events as defined in Section 25.7, changes ordered in the Work, acts or omissions of Owner or others beyond Wendel's control, Owner preventing Wendel from performing the Work pending dispute resolution, Hazardous Materials or differing site conditions.

18.1.2 Wendel shall give timely written notice to Owner of the existence, extent of, and reason for any material delays, and an equitable adjustment in the Substantial or Final Completion Dates and/or Contract price may be submitted by Wendel pursuant to Sections 6 & 7.

18.1.3 In the event delays are encountered for any reason, the Parties agree to undertake economically reasonable steps to mitigate the effect of such delays.

19. INSURANCE REQUIREMENTS

Wendel shall maintain insurance in full force and effect at all times that Work is being conducted in the minimum amounts and coverages required by Owner as set forth in Attachment 1. Prior to commencing the Work, Wendel shall provide a certificate of insurance to Owner showing its insurance coverage. Owner will be responsible for providing builder's risk insurance.

20. INDEMNITY

20.1.1 Wendel agrees to indemnify and hold Owner harmless claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees to the extent resulting from bodily injury or damage to property of others, arising out of, connected with or resulting from the negligent acts or omissions, or willful misconduct of its and its subcontractors respective officers, members, employees or other agents in connection with their activities within the scope of this Contract. However, Wendel shall not indemnify Owner against claims, damages, expenses or liabilities resulting from the negligent acts or omissions, or willful misconduct of the Owner.

20.1.2 Owner agrees to indemnify and hold Wendel harmless from claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees to the extent resulting from bodily injury or damage to property of others, arising out of, connected with or resulting from the negligent acts or omissions, or willful misconduct of its and its contractors respective officers, members, employees or other agents in connection with their activities within the scope of this Contract. However, Owner shall not indemnify Wendel against claims, damages, expenses or liabilities resulting from the negligent acts or omissions, or willful misconduct of Wendel.

20.1.3 If the Parties are both at fault, then the obligation to indemnify shall be proportional to fault.

20.1.4 The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to the termination.

21. LIMITATIONS ON LIABILITY

21.1 IN NO EVENT SHALL EITHER WENDEL OR OWNER NOR THEIR RESPECTIVE CONSULTANTS AND SUBCONTRACTORS AT ANY TIER, NOR THE RESPECTIVE OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, OR AGENTS OF ANY OF THEM, BE RESPONSIBLE OR LIABLE IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, FOR ANY OCCURENCE, HAPPENING, EVENT, INCIDENT, EPISODE, CIRCUMSTANCE OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PROFESSIONAL ERRORS AND

OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS CONTRACT REGARDLESS OF WHETHER THEY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES..

21.2 SUBSEQUENT TO OWNER'S SIGNATURE ON AN APPLICABLE CERTIFICATE OF SUBSTANTIAL COMPLETION, WENDEL ACCEPTS NO LIABILITY FOR ANY SITUATION, DAMAGE, MALFUNCTION, EQUIPMENT OR SYSTEMS ARISING FROM OR RELATED TO OWNER'S OR OTHER PARTIES' (I) IMPROPER USE OR MISUSE OF EQUIPMENT OR SYSTEMS, (II) ENTRY OF EQUIPMENT OR SYSTEMS DATA OR (III) THE GENERATION OF DATABASES THAT MAY BE REQUIRED BY THE EQUIPMENT OR SYSTEMS.

21.3 IF THIS CONTRACT COVERS FIRE SAFETY OR SECURITY EQUIPMENT, OWNER UNDERSTANDS THAT WENDEL IS NOT AN INSURER OF SUCH EQUIPMENT, SYSTEMS OR RELATED SERVICES. WENDEL SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT, SYSTEMS OR RELATED SERVICES THAT, AFTER EXECUTION OF A CERTIFICATE OF SUBSTANTIAL COMPLETION BY OWNER, FAIL TO PERFORM PROPERLY OR FAIL TO PREVENT A CASUALTY LOSS.

21.4 THE PROVISIONS OF THIS SECTION 21 SHALL GOVERN IN THE EVENT OF THE TERMINATION OF THIS CONTRACT AND SHALL SURVIVE SUCH TERMINATION.

22. SUSPENSION AND TERMINATION OF THE CONTRACT

22.1 Termination on Failure to Obtain Required Approvals.

22.1.1 Either Party may terminate this Contract on Notice if Owner fails to timely obtain any required approval, clearance, and/or coordination acceptable to Owner with governmental or commercial entities as may be mandated by the subject matter of this Contract, the services to be rendered, and/or the proposed financing thereof. Any applicable Required Approvals shall be enumerated in each contract.

22.1.2 Upon a termination by Wendel or Owner in accordance with this Section 22.1 Wendel shall be entitled to recover from Owner payment for all Work executed up to the date of Notice and for all verifiable loss, cost or expense in connection with the executed Work, plus all demobilization costs and reasonable damages.

22.2 Suspension by Owner for Convenience.

22.2.1 Owner may order Wendel in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as Owner may determine to be appropriate for its convenience.

22.2.2 Adjustments caused by suspension, delay or interruption shall be made for increases in the Contract price, compensation, Wendel's Project implementation Cost and/or the Date of Substantial Completion and/or the Date of Final Completion. No adjustment shall be made if Wendel is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of the Contract Documents is applied to render an equitable adjustment.

22.3 Termination by Owner for Cause and Owner's Right to Perform Wendel's Obligations.

22.3.1 If Wendel fails to perform its material obligations under this Contract, Owner may, after fifteen (15) business days' written Notice, during which period Wendel fails to perform such obligations, undertake to perform such obligations. The Contract price shall be reduced by the cost to Owner of performing such obligations,

22.3.2 Upon an additional fifteen (15) business days' written Notice to Wendel and Wendel's surety, if any, Owner may terminate a Contract for any of the following reasons:

- (a) If Wendel utilizes improper materials and/or inadequately skilled workers;
- (b) If Wendel does not make proper payment to laborers, material suppliers or subcontractors, provided that Owner is making payments to Wendel in accordance with the terms of the Contract;
- (c) If Wendel persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or

- (d) If Wendel otherwise materially breaches the terms and conditions of the applicable Contract Documents.

If Wendel fails to cure or commence and continue to cure within the fifteen (15) business days, Owner, without prejudice to any other right or remedy, may take possession of/deny Wendel access to the worksite and complete the Work utilizing any reasonable means, with costs to be credited against Wendel's account. In this event, Wendel shall not be paid for Work that Owner performs and shall have no right to further payment until the Work is completed.

22.3.3 In the event Owner exercises its rights under Section 22.3.1 or 22.3.2, upon the request of Wendel, Owner shall provide a detailed accounting of the cost incurred by Owner.

22.4 Termination by Owner Without Cause

22.4.1 If Owner terminates this Contract other than as set forth in Section 22.3, Owner shall pay Wendel for all Work executed up to the date of Notice of Termination and for all verifiable loss, cost or expense in connection with the executed Work, plus all demobilization costs. Owner shall also pay to Wendel fair compensation, either by purchase or rental at the election of Owner, for all equipment retained by Owner. Owner shall assume and become liable for obligations, commitments and unsettled claims that Wendel has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Section 22.4, Wendel shall cooperate With Owner by taking all steps necessary to accomplish the legal assignment of Wendel's rights and benefits to Owner, including the execution and delivery of required papers.

22.5 Termination by Wendel.

22.5.1 Upon five (5) business days' written Notice to Owner, Wendel may terminate this Contract for any of the following reasons:

- (a) if the Work has been stopped for a sixty (60) calendar day period
 - (1) under court order or order of other governmental authorities having jurisdiction;
 - or
 - (2) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Wendel, materials are not available;
- (b) if the Work is suspended by Owner for sixty (60) calendar days;
- (c) if Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Contract.

22.5.2 If Owner has for thirty (30) calendar days failed to pay undisputed sums owed Wendel on this Contract, Wendel may give written Notice of its intent to terminate this Contract. If Wendel does not receive payment within five (5) calendar days of giving written Notice to Owner, then upon five (5) calendar days' additional written Notice to Owner, Wendel may terminate this Contract.

22.5.3 Upon termination by Wendel in accordance with this Section 22.5, Wendel shall be entitled to recover from Owner payment for all Work executed up to the date of Notice of Termination and for all verifiable loss, cost or expense in connection with the executed Work, plus all demobilization costs and reasonable damages.

22.6 All Contract terminations or suspensions set forth in this Section 22 shall be given by Notice pursuant to Section 25.10 herein.

23. DISPUTE RESOLUTION

23.1 **Dispute Resolution.** If a dispute arises out of or relates to this Contract or a breach hereof, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by informal, nonbinding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. The location of the mediation shall be the location of the Project. Once one Party files a Request for Mediation with the other Party, the Parties agree to conclude such mediation within sixty (60) calendar days of filing of the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. Each Party shall bear its own expenses and an equal share of the expenses of the mediator and any

mediation fees. If the dispute is not resolved by mediation, the Parties shall have the right to resort to any remedies permitted by law. Defenses based on the passage of time are suspended upon submitting the dispute to the mediator and during the mediation, and the time period during the mediation shall be disregarded in calculating such defenses. Nothing in this clause shall be construed to preclude any Party from seeking injunctive relief in order to protect its rights during mediation. A request by a Party to a court for injunctive relief shall not be deemed a waiver of the obligation to mediate.

24. CONFIDENTIALITY

The Parties shall treat as confidential and not disclose to third persons except as is necessary for the performance of the Work or as required by law, or use for its own benefit, any of the other Party's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed or acquired in connection with the Work.

25. MISCELLANEOUS PROVISIONS

- 25.1 **Freedom of Information Law ("FOIL").** If a FOIL request for information related to the contract or the Work is received by the Owner, Owner will give Wendel a copy of the request and solicit Wendel's comments as to whether the material sought is confidential. If Wendel wants the Owner to deny disclosure on the grounds that the information is confidential, but the Owner disagrees with Wendel's determination, the Owner will deny the request on the condition that Wendel will bear the costs for all legal proceedings required to respond to a judicial review, if any be commenced by the requester, of the determination to deny disclosure.
- 25.2 **Joint and Several Liability.** If there is more than one Owner named in this Contract, the liability of each shall be joint and several.
- 25.3 **Assignment.** Neither Owner nor Wendel shall assign its interest in this Contract without the written consent of the other, except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Contract shall assign this Contract as a whole without written consent of the other, except that Owner may assign this Contract to a wholly-owned subsidiary of Owner when Owner has fully indemnified Wendel or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Wendel than this Contract. In the event of such assignment, Wendel shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Contract, unless otherwise agreed by the other party.
- 25.4 **Modification.** This Contract may be modified only by a written amendment signed by the Parties.
- 25.5 **Owner Purchase Orders.** Owner acknowledges and agrees that any purchase order issued by Owner in accordance with this Contract is intended only to establish payment authority for Owner's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Contract.
- 25.6 **Costs.** If any formal mediation or arbitration dispute resolution process or action at law or in equity is necessary to enforce or interpret this Contract between the Parties, the prevailing Party shall be entitled to reasonable arbitrator and/or attorneys' fees, administrative and/or legal costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
- 25.7 **Force Majeure.** Neither Party will be responsible to another Party for damages, loss, or injury caused by conditions that are beyond their reasonable control, and without the intentional misconduct or negligence, of that Party. Such conditions include, but are not limited to, acts of God, acts of government agencies, strikes, labor disputes, fire, explosions, thefts, vandalism, riots, terrorism, war, or unavailability of parts, materials or supplies.
- 25.8 **Independent Contractor.** Wendel, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of Owner by reason hereof, and that it will not, by reason hereof, make any claim, and, or application to or for any right or privilege applicable to an officer or employee of Owner, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement Membership or credit.

- 25.9 **Non-Solicitation.** Owner acknowledges that Wendel's employees are a valuable asset to Wendel and agrees not to solicit for the purpose of employment any Wendel employee at any time during such employee's performance of services for Owner and for twelve (12) months thereafter.
- 25.10 **Notice.** Any legal notice ("Notice") which may be or is required to be given shall be written. Notices shall be sent to the address indicated below by registered mail or certified mail, postage prepaid, return receipt requested, or by other prepaid delivery method which is traceable. A fax notice does not constitute Notice. All such Notices shall be deemed to have been given when received. Either Party may change its Notice address by giving Notice to the other Party pursuant to this Section 25.10.
- | | |
|--------------------------------|----------------------------------|
| For Wendel: | For Owner: |
| Joseph DeFazio | Russell Martin |
| Vice President Energy Services | Town Manager |
| Wendel Energy Services, LLC | Town of Camp Verde |
| 375 Essjay Road, Suite 200 | 473 South Main Street, Suite 102 |
| Williamsville, NY 14221 | Camp Verde, AZ 86322 |
- 25.11 **Governing Law.** This Contract shall be governed by the laws of the State of in which the Project site is located, unless specifically stated otherwise elsewhere in the contract documents.
- 25.12 **Severability.** If any provision of this Contract is held to be illegal, unenforceable or void, then the Parties will be relieved of obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the Parties that the provision, as applicable, will be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision which is legal and enforceable and achieves the required objectives of the Parties. This clause applies to all Contract provisions, including Section 16.9, Indemnity.
- 25.13 **No Waiver of Performance.** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.
- 25.14 **Joint Drafting.** The Parties to this Contract expressly agree that this Contract was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.
- 25.15 **Titles and Groupings.** The titles given to the provisions in the Contract Documents are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the provisions in the Contract Documents under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.
- 25.16 **Survival.** Sections 9, 13, 16.6, 16.8, 19, 20, 20, 23, 24, 25.1, 25.6 and 25.9 - 25.13 will survive any termination of this Contract.
- 25.17 **Entire Agreement.** This Contract is the full agreement between Wendel and Owner as of its Effective Date. All previous conversations, correspondence, agreements, or representations related to this Contract are not part of this Contract between Wendel and Owner and are superseded by this Contract. No modifications to this Contract are binding on Owner or Wendel unless made in writing and signed by the Parties.
- 25.18 **Immigration Laws.** Wendel warrants that it, and any subcontractor who performs any work for Wendel under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Wendel acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Owner retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Wendel shall advise each subcontractor of Owner's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"The subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to the subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). The subcontractor further agrees that the Town may inspect the subcontractor's books and records to insure that the subcontractor is in compliance with these requirements. Any breach of this paragraph by the subcontractor will be deemed to be a material breach of this agreement subjecting subcontractor to penalties up to and including suspension or termination of this agreement."

If a subcontractor's subcontract is suspended or terminated, Wendel shall either self-perform the service under the subcontract or retain a replacement subcontractor.

Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Wendel.

- 25.19 **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.
- 25.20 **Israel Boycott Divestments.** Wendel certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.
- 25.21 **Workplace Safety.** Wendel shall keep fully informed of and at all times observe and comply with all federal and state laws, all local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work, including without limitation the Drug-Free Workplace Act, Americans with Disabilities Act, Occupational Safety and Health Act, and all other applicable laws. Wendel shall defend, hold harmless and indemnify Owner, its representatives and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Wendel or by any of Wendel's subcontractors or suppliers, or by any of their employees.

ATTACHMENT 1 – INSURANCE REQUIREMENTS

1. GENERAL LIABILITY (COMPREHENSIVE OR COMMERCIAL FORM)

1.1 Comprehensive Form:

Premises/Operations
Products/Completed Operations
Independent Contractors
Contractual Liability
Personal Injury
Broad Form Property Damage
Explosion, Collapse and Underground Hazard

Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$1,000,000 aggregate

1.2 If the Commercial General Liability Form is used, it must contemplate the same coverages as required above for the Comprehensive Form, subject to the following limits:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$1,000,000 aggregate
Personal Injury and Advertising Injury Limit	\$1,000,000 each person or organization
General Aggregate Limit	\$2,000,000 each project

2. AUTOMOBILE LIABILITY

Owned, Hired and Non-Owned Autos (Symbol "1" on Business Auto Policies)

Combined Single Limit for Bodily Injury And Property Damage	\$1,000,000 each accident
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3. EXCESS "UMBRELLA" LIABILITY

Combined Single Limit for Bodily Injury And Property Damage	\$1,000,000 each occurrence
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4. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY

Statutory coverage complying with the Arizona Worker's Compensation Law.

5. COMPLETED OPERATIONS

Coverages must be maintained and evidenced for at least two (2) years after completion of the project

6. CERTIFICATES OF INSURANCE

Must be provided to and approved by Owner prior to commencing work under the Contract.

7. ADVANCE NOTICE OF CANCELLATION

At least 30 days advance written notice of the cancellation, non-renewal or material change of any of the required coverage must be provided to Wendel.

Agenda Item 7.3.



Town of Camp Verde

Meeting Date: July 11, 2018

- Consent Agenda* *Decision Agenda* *Executive Session Requested*
 Presentation Only *Action/Presentation* *Work Session Agenda*

Requesting Department: *Administration*

Staff Resource/Contact Person: *Russ Martin*

Agenda Title (be exact): *Discussion, consideration, and possible approval of an energy savings agreement to manage and construct lighting improvements in the 200/300 buildings and sewer treatment plant buildings up to \$56,617.*

List Attached Documents:

1. *Wendel Contract* **See pages 43-102 of packet**

Estimated Presentation Time: *5 minutes*

Estimated Discussion Time: *5 minutes*

Reviews Completed by:

Department Head: *Russ Martin*

Town Attorney Comments: *Bill Sims has reviewed, revised these per state statute regarding Energy Savings Agreements as well as procurement related to the bid services by Wendel to ensure compliance with all applicable laws.*

Finance Department:

Allocation of resources for lighting will come directly from the line items normally associated with these monthly costs. Additional beyond annual expenses most likely will require a budget adjustment at the end of the year for this initial construction costs.

Background Information:

In 2017 we started by engaging contracts with energy services companies who could comprehensively look at opportunities to save energy throughout our facilities. We accomplished an audit that was "investment grade" from that point we analyzed several projects and determined only a couple had feasibility to take to bid. These included the lighting in buildings 200/300 and the wastewater treatment plant buildings. See chart below. Additionally, the solar array was also selected but is in a separate action item.

This agreement guarantees the lighting project will pay for itself within the 15-year timeframe required by state law. Please refer to table titled "Total Project Summary – EPC Bids" on page 22 of Project Development Agreement (ESPC-Energy Savings Performance Contract) between Wendel Energy Services, LLC and Town of Camp Verde.

The summary WAS as follows:

Facility	ECM No.	Energy Conservation Measure	Total Measure Cost (\$)
100 BLDG	1.1	Lighting System Improvements	\$13,197
200 BLDG	1.1	Lighting System Improvements	\$1,863
300 BLDG	1.1	Lighting System Improvements	\$27,932
Archaeology Center	1.1	Lighting System Improvements	\$1,760
Butler Park	1.1	Lighting System Improvements	\$518
CVMO	1.1	Lighting System Improvements	\$20,340
Library	1.1	Lighting System Improvements	\$32,636
Maintenance Shop	1.1	Lighting System Improvements	\$964
Pool/Skate Park	1.1	Lighting System Improvements	\$3,448
Public Works Yard (Streets)	1.1	Lighting System Improvements	\$4,083
Town-Wide	1.1	Exterior Lighting Upgrades (Multiple-Sites)	\$47,452
WWTP	1.1	Lighting System Improvements	\$2,629
Town-Wide	1.2	Streetlighting	\$232,151
WWTP	8.1	Ground Mount Solar Array - 100% Demand	\$420,480
PROGRAM TOTALS			\$809,452

So in conclusion the final bid process yielded a couple of projects that per the initial study and revised more limited scope to finally come up with feasible projects. Up to this point the costs associated with this project a covered in previous scopes and approvals by Town Council, if the Town Council is not willing to go forth with construction no further costs will be incurred to implement. The total alternative suggested at the time was \$29,795 and that is more acceptable within now's current year budget.

Recommended Action (Motion):

Move to authorize signatures necessary to engage Wendel in construction of new lighting in the 200/300 buildings and sewer treatment plant buildings.



July 11, 2018

Mr. Russell A. Martin
 Town Manager
 Camp Verde, AZ
 473 South Main Street, Ste. 102
 Camp Verde, Arizona 86322

**SUBJECT: AWARD RECOMMENDATION
 LIGHTING & PV SOLAR SUBCONTRACTS
 CAMP VERDE ESPC
 WENDEL PROJECT NO. 4965-01**

Dear Mr. Martin:

In accordance with the scope and responsibilities set forth the in the Project Development Agreement dated January 12th, 2018, Wendel developed detailed design documents for Interior and Exterior Lighting Upgrades at Building 200, Building 300, and the WWTP, and a Photo-Voltaic Solar system to be installed at the WWTP. Wendel additionally solicited bids from reputable approved contractors to implement the designed work in accordance with the design documents. This letter provides a summary of project scope, a summary of the bid solicitation process, and the qualified bids received.

LIGHTING UPGRADES - BIDDING

Wendel contacted six (6) subcontractors regarding bidding on this project and provided them with the design documents for the project on May 15th, 2018. Four (4) subcontractors; Corbins Electric, PowerSecure, Wilson Electric, and Aelux, did not submit bids because of expected workload concerns. Wendel held a pre-bid meeting on May 24th, 2018 to review the project and walk-through the scope at the facilities with subcontractors in attendance. Arizona Lighting Solutions was the only subcontractor to attend the meeting. However, PurSolar and Arizona Lighting Solutions provided bids on the lighting subcontract prior to the bid due date of 2PM on June 15th, 2018.

Wendel reviewed the bids from PurSolar and Arizona Lighting Solutions. Attached is a bid tabulation matrix that illustrates the pricing provided by the bidders for the lighting improvement subcontract. Wendel conducted a Pre-Award meeting on June 29th, 2017 with the apparent low bidder (PurSolar) to review the scope of work, unit pricing/alternatives, insurance and bonding requirements, subcontractors and material vendors, M/WBE goals, project schedule, project management and coordination responsibilities.

Wendel recommends that the lighting improvement subcontract be awarded to PurSolar for the lighting project scope of work in the amount of \$39,522. This amount is inclusive of performance and payment bonds. There are no exceptions included in the bid. The interior and exterior lighting material and labor (M&L) construction cost was budgeted at \$37,887 at the Investment Grade Audit (IGA) phase, including bonds. As such PurSolar’s bid is only slightly above the budget amount for the scope of work. It is important to note that the IGA budget was established over a year ago. The table below shows the division of budget cost between interior and exterior scope. The attached bid tabulation compares this budget to the actual bid values received.

	200	300	WWTP	TOTAL
Interior M&L	\$1,334.02	\$19,994.49	\$1,881.54	\$23,210.06
Exterior M&L	\$5,256.75	\$3,854.95	\$5,565.77	\$14,677.47
Total M&L	\$6,590.77	\$23,849.44	\$7,447.31	\$37,887.53

PV SOLAR - BIDDING

Wendel contacted four (4) subcontractors regarding bidding on this project and provided them with the design documents for the project on May 15th, 2018. The bid documents were based upon a system sized at 100% of the electrical demand at the WWTP rather than the 80% sizing from the IGA. Three (3) subcontractors; Solar Gain Inc., PowerSecure, and Wilson Electric did not submit bids because of expected workload concerns. Wendel held a pre-bid meeting on May 24th, 2018 to review the project and walk-through the scope at the facilities with subcontractors in attendance. Bidders for the PV Project were not in attendance. PurSolar provided a bid on the PV subcontract prior to the bid due date of 2PM on June 15th, 2018. It was anticipated that Solar Gain would also be providing a bid for the project, but they notified Wendel just prior to the bid due time that they would be unable.

Wendel reviewed the bid from PurSolar. Attached is a bid tabulation matrix that illustrates the pricing provided for the PV Solar subcontract. Wendel conducted a Pre-Award meeting on June 29th, 2017 with the apparent low bidder to review the scope of work, unit pricing/alternatives, insurance and bonding requirements, subcontractors and material vendors, M/WBE goals, project schedule, project management and coordination responsibilities.

Wendel recommends that the PV Solar subcontract be awarded to PurSolar for the Solar Project scope of work as they are the lowest qualified bidder. Their bid was in the amount of \$359,041. This amount is inclusive of performance and payment bonds. The total project work was budgeted at \$300,988 including bonds. As such PurSolar's bid is above the budget amount for the scope of work. Wendel has proactively engaged PurSolar in bid negotiations to identify opportunities to reduce the ultimate implementation cost to the Town. By making some product selection adjustments and tightening up costs throughout the scope, PurSolar was able to provide an updated bid price which is over a 10% reduction of the original bid amount. The alternate product selections are still awaiting a thorough review from Wendel's electrical engineers, but it was determined in a preliminary review that the substitutions shouldn't have a material impact on the system performance or longevity. Additionally, these system adjustments have actually resulted in an increase in system capacity and an associated 14% increase in energy savings between demand cost reduction and electrical consumption reduction. Wendel is prepared to carry a reduced contingency of 5% rather than the typical 10% which will bring the total measure cost in very close agreement to the original budget amount. These changes ultimately result in the PV Solar measure improving from a 23.2 year simple payback to a 20.7 year payback.

Provided the newly selected products are approved by Wendel's electrical engineers, it is our recommendation that the Town of Camp Verde accept the updated bid provided by PurSolar in the amount of \$320,124.

PurSolar's mailing address is:

PurSolar Inc..
1505 Cochise St.
Cottonwood, AZ 86326
P: 928-821-0891
E: travis@pursolaraz.com
Contact: Travis Purinton

The above bid recommendation is in keeping with Wendel's open book approach to project implementation presented in our response to the Town of Camp Verde's RFP for EPC services. In addition to following this open book approach through full transparency of our direct M&L costs, Wendel has committed to maintain our service fees below the State of Arizona contract amount which is 32%. Wendel's fee for this EPC project is 30% which includes design, administration, contract management, and construction management services. With construction contingency set at 10% on the lighting subcontract and 5% on the solar subcontract, the total EPC



contract amount associated with the bids being recommended in this letter is \$493,486, which does not include the Investment Grade Audit cost that was done under a separate agreement. With an annual savings amount of \$26,592, the project would have an 18.5 year simple payback. This compares favorably to the IGA budget of \$485,425 EPC cost (which also does not include the IGA cost), \$21,786 annual savings, and 22.3 year simple payback.

Sincerely,

WENDEL

Jason Denué, PE, REP
Director of Project Development

Enclosures

cc: Joseph DeFazio, PE
Nathan Travis, PE, CEM

BID TABULATION

Project: Camp Verde
 Contract: Lighting System Improvements
 Bid Date: 15-06-2018
 Project #: 496501



	Bidder	PurSolar	Arizona Lighting Solutions	PowerSecure	Wilson Electric	Aelux	Budget Wendel
	Date & Time Received	6/15/18 @ 9:42p	6/15/18 @ 10:15p	N/A	N/A	N/A	
	Non-collusive Bid Certificate	Y	Y	N/A	N/A	N/A	
	Addenda Acknowledged	Y	Y	N/A	N/A	N/A	
Item	Description						
A	Lighting Verification Survey						
	LUMP SUM for Verification Survey	\$1,200.00	\$750.00	\$0.00	\$0.00	\$0.00	
B	Lighting Improvements - Material						
1	Building 200	\$4,778.31	\$11,220.59	\$0.00	\$0.00	\$0.00	\$6,590.91
2	Building 300	\$8,356.78	\$11,808.24	\$0.00	\$0.00	\$0.00	\$23,849.17
3	Wastewater Treatment plant	\$6,457.43	\$7,986.89	\$0.00	\$0.00	\$0.00	\$7,446.97
	TOTAL LUMP SUM BASE BID OF A (1-5):	\$19,592.52	\$31,015.72	\$0.00	\$0.00	\$0.00	\$37,887.05
C	Lighting Improvements - Labor						
1	Building 200	\$4,672.00	\$7,018.98	\$0.00	\$0.00	\$0.00	inc
2	Building 300	\$9,623.00	\$12,727.32	\$0.00	\$0.00	\$0.00	inc
3	Wastewater Treatment plant	\$2,549.00	\$7,032.42	\$0.00	\$0.00	\$0.00	inc
	TOTAL LUMP SUM BASE BID OF A (1-5):	\$16,844.00	\$26,778.72	\$0.00	\$0.00	\$0.00	\$0.00
D	BONDS:						
	LUMP SUM PERFORMANCE BOND	\$942.77	\$800.00	\$0.00	\$0.00	\$0.00	inc
	LUMP SUM PAYMENT BOND	\$942.77	\$150.00	\$0.00	incl	\$0.00	inc
	TOTAL LUMP SUM BASE BID + BONDS	\$39,522.06	\$59,494.44	\$0.00	\$0.00	\$0.00	\$37,887.05
	TOTAL BID (Incl. Bonds)	\$39,522.06	\$59,494.44	\$0.00	\$0.00	\$0.00	\$37,887.05
	Bid Ranking	1	2	-	-	-	

Budget	\$	37,887	\$	37,887	\$	37,887	\$	37,887	\$	37,887
	\$	1,635	\$	21,607	\$	(37,887)	\$	(37,887)	\$	(37,887)
% of Original Budget		0.043154787 104%		157%		0%		0%	Diff:	Diff: \$ - 0.0%



Agenda Item Submission Form – Section I

Meeting Date: August 1, 2018

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: *Town Manager*

Staff Resource/Contact Person: *Russ Martin*

Agenda Title (be exact): Discussion, consideration and the possible direction to the Town Manager regarding how to vote for not more than two candidates (from the attached list) seeking election to the Arizona Municipal Risk Retention Pool (AMRRP) Board of Trustees to fill positions that expire in 2018.

List Attached Documents: *2018 AMRRP Call for Nominations*

Estimated Presentation Time: 5

Estimated Discussion Time: 10

Reviews and comments Completed by:

- Town Manager: _____ Department Head: _____
- Town Attorney Comments: None _____
- Risk Management: None _____
- Finance Department**
Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments:
N/A

Background Information:

The Arizona Municipal Risk Retention Pool (AMRRP) is inviting the Town, as a member of the Risk Pool to exercise their right to vote for not more than two candidates from the attached list.

Arizona Municipal Risk Retention Pool (AMRRP) is a nonprofit corporation that provides an insurance risk sharing group (Risk Pool) of certain public agencies of the State of Arizona. The public agencies, such as the Town of Camp Verde, enter into Agreement with AMRRP for the joint purchase of insurance, or to pool retention of their risks for property and liability losses and workers' compensation claims to provide for the payment of such losses or claims made against any member of the AMRRP Corporation.

The business affairs of AMRRP are conducted by a Board of Trustees consisting of nine members that serve for a term of office of up to 4 years.

Recommended Action (Motion): Move to direct the Town Manager regarding how to vote for not more than two candidates (from the attached list) seeking election to the Arizona Municipal Risk Retention Pool (AMRRP) Board of Trustees to fill positions that expire in 2018.

Instructions to the Clerk: None

Q1 Candidate Information

Name	Walt Welsch
Title	Councilmember
Member / Municipality	Town of Huachuca City, AZ

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Councilmember Welsch is a long time Councilmember for Huachuca City. Mr. Welsch's career was in human resources, training and insurance.

Walter E. Welsch wwelsch@huachucacityaz.gov

General information that may be of interest

Related work information:

Fire advisory Committee for Wilkins Twp, Pa
Volunteer Ambulance Service board member Wilkins Twp, Pa
Licensed Insurance Agent
Director of Ambulance training grant administrator
Huachuca City,AZ Council member
Senior Center Board of director Treasurer
Pa State Ambulance and Fire instructor

Related Education:

Journeyman Toolmaker
EMTI and EMTII decertified
AS Fire Science AS Basic Engineering
BS Vocational Education MS Vocational Education
MA in Labor and employee Relations
Workforce development . Labor Law and Safety

More information Available upon Request

Q1 Candidate Information

Name	Brian Richards
Title	Town Manager
Member / Municipality	Town of Snowflake

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

I have worked in local government for 21 years as Finance Director and as Town Manager. I have enjoyed working on the board of the AMRRP. The AMRRP is run by a very capable Administrative team and provides many value added services for the Cities and Towns. I'm thankful I have been able to serve on the board and would appreciate your vote for another four years. Thank you.

Q1 Candidate Information

Name	Brian Richards
Title	Town Manager
Member / Municipality	Town of Snowflake

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Brian has served the Town of Snowflake for nearly 20 years and is a large proponent of the Pool. He has enjoyed his time filling the vacancy on the board and will continue to do a great job on the board.

Q1 Candidate Information

Name	Mary Jacobs
Title	Town Manager
Member / Municipality	Town of Oro Valley

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Mary Jacobs has over 23 years of experience in city management, 18 of those in the state of Arizona, and currently serves as the Oro Valley Town Manager. Prior to her current position, Ms. Jacobs served as the Assistant City Manager for the City of Sierra Vista for over 17 years and as Assistant Town Manager for the Town of Barnstable, MA six years prior. She has supervised a wide range of operational functions including public works, planning and development, economic development, parks and recreation, water and wastewater, refuse, transit and airport operations. Ms. Jacobs also has considerable experience in the area of human resources, contract management and financial and risk management. She is an active member of the International City/County Management Association (ICMA) and served as Vice President on its Executive Board from 2012-2014. Ms. Jacobs was also elected to the Board of Directors of the Arizona City/County Management Association (ACMA) from 2003-2008, serving as President during her tenure. She holds a Bachelor of Arts degree in Political Science and a Master of Public Administration degree, both from the University of Arizona.

Q1 Candidate Information

Name	Bruce Gardner
Title	Assistant Town Manager
Member / Municipality	Town of Queen Creek, AZ

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Bruce Gardner has worked for the Town of Queen Creek, AZ since 2007, originally hired as the Town's Human Resources Director. In June 2015, Bruce was promoted to Assistant Town Manager where he still manages the Human Resources, Information Technology, and Risk Management Divisions and is assigned a leadership role over the Economic Development, Development Services, and Public Works Departments. Bruce is a Senior Certified Professional by the International Public Management Association for Human Resources (IPMA-HR) and has served IPMA-HR in several capacities, including currently as a Executive Board Member for the Washington DC office. Bruce also currently serves on the Town's Employee Benefit Trust Board through Valley Schools. Bruce received his Bachelors in Business Management and a Masters in Public Administration from Arizona State University.

Q1 Candidate Information

Name	Paul Dembow
Title	Councilmember
Member / Municipality	Town of Paradise Valley

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Paul Dembow is an exceptionally knowledgeable professional and businessman with an extensive history of demonstrated success. Paul has not only developed and implemented successful business models as CEO and President for Arizona Natural Resources, a company he grew from eight people to 400, but also continues to be instrumental in developing financial strategies for the Town of Paradise Valley. Through his leadership and stewardship, the Town has stabilized its pension status, developed financial and investment policies worthy of the Town's Aaa bond rating, substantially paid down its debt obligations, recognized significant savings through renegotiated maintenance agreements, and developed a long-term sustainable financial plan, all while continuing to provide exceptional levels of public service. His exceptional ability to read and manage people is an intangible value he brings to his varied roles as he is quick to diffuse conflicts and misunderstandings at their inception. Paul is on the Entrepreneurs Organization Global Board. He is the President of Brand Enhancement, Strategy and Protection, LLC., the President of the Cantatierra Home Owners Association, and the Vice President of Supply Chain for Quantum Wellness & Botanical Institute. He also has partial ownership of two other consumable product companies, and he manages a successful portfolio of real estate and other investments.

Q1 Candidate Information

Name	Scott Barber
Title	Human Resource Director
Member / Municipality	Town of Florence

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Scott is the most knowledgeable person on risk issues facing municipalities that I know. He was on the board and would continue to be an asset.

Q1 Candidate Information

Name	Scott Barber
Title	Human Resource Director
Member / Municipality	Town of Florence

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Scott Barber is the HR Director for the Town of Florence and has worked for many years in Arizona municipal government. Scott has prior service on the AMRRP Board and served as Board President from 2013-16.

Q1 Candidate Information

Name	Tim Fisher
Title	Continuous Improvement Manager
Member / Municipality	City of Goodyear

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Tim Fisher has over 25 years of Safety and Risk management experience and has been with the City of Goodyear since 2011. Tim has full responsibility for all aspects of Risk Management and Safety. Under Tim's leadership the City of Goodyear has become an organization where safety is ingrained in every employee. Tim has led the City in becoming the second city to be part of the ADOSH Public Entity Partnership Program (P.E.P.P). Tim has implemented Enterprise Risk management, improved our annual inventory, budgeting and claims processes through user engagement. Tim is a leader that is always pushing others to model his continuous improvement beliefs and actions. As chair of the pool's Risk Management Committee and member of the Loss Control Committee, Tim has used his knowledge, skills and abilities to serve all members of the pool. If appointed as a Trustee, Tim will have an immediate and continuous positive impact on the pool and our entire membership. Tim has both a Bachelor's and Master's degree from ASU.

Q1 Candidate Information

Name	Jim Ferguson
Title	Town Manager
Member / Municipality	Town of Quartzsite

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

Jim has been involved in local government since 1978. He has been City Manager for three communities in Arizona and has previous experience in Utah. While in Utah he served on the Utah Local Government Trust Board of Directors and served one year as President of that Insurance Trust. He also served on the Utah State Retirement Public Insurance Committee. Jim has great respect for the Arizona Municipal Risk Retention Pool and being a member thereof has been an objective of Jim's for all communities he has worked for in Arizona.

Q1 Candidate Information

Name	Jackie Baker
Title	Councilmember
Member / Municipality	Town of Camp Verde

Q2 Please provide a one paragraph biographical sketch of the candidate that you are submitting for nomination.

I have served the Town of Camp Verde as a council member for slightly over 17 years and am currently campaigning for Mayor. During my tenure I have served as council liaison to the Northern Arizona Council of Governments which has included past Secretary-Treasurer and Vice Chairperson of NACOG. In addition, I am council liaison to MatForce, TPAC (a NACOG transportation committee) as well as a volunteer for organizations and events in our community.

Retired from a 20 year career as a property/casualty insurance agent, that experience as well as an elected council member, has provided me with an excellent understanding of the issues that our member municipalities must address and resolve daily. I believe that the time I have served on the Board of Trustees has been of value to our member cities and towns and I will be proud to continue that service.

I will appreciate your vote.

Jackie Baker
Town of Camp Verde

Below is brief biography for Ms. Baker:

Professional:

- Retired property/casualty, and life and health insurance agent

Town of Camp Verde:

Town Councilmember; re-elected to a 4th term effective 2013

Served on the following committees:

- Board member of the AMRRP Board of Trustees 2000/2002; reappointed to serve a term from 2003 until 2007; re-elected to the Board in 2010
- Member of the NACOG Executive Board (served as Vice Chair for one year), NACOG Regional Council, NACOG Economic Development Committee, NACOG Focused Future II Committee, and NACOG Transportation Policy Advisory Committee
- 1986 - served as a member of citizens group that participated in the Town of Camp Verde's incorporation
- Throughout Ms. Baker's business career she has been active in numerous civic and non-profit organizations

Ms. Baker is looking forward to the support of the members in seeking re-election to the Board. If you have any questions or comments with respect to the bio above, please contact Ms. Baker at 928.274.9431.

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Agenda Item 7.5.



Town of Camp Verde

Meeting Date: August 1, 2018

- Consent Agenda Decision Agenda Executive Session Requested
 Presentation Only Action/Presentation

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin/Carol Brown

Agenda Title (be exact):

Authorize extension of escrow closing until August 2, 2018 of .35 Acres (total) of real property located in Yavapai County and designated as Yavapai County Parcel Numbers/address/acreage:
404-28-007A/24 W. Finnie Flat Road/.26 Acres
and
404-28-007B/250 S. Main Street/.9 Acres
Location of former Circle K

Background information:

On April 11, 2018 the Town Council agreed: that the proposed map of a “T” Intersection at Main Street and Montezuma Castle Hwy looked like a good starting point should the buyer decide to sell the aforementioned property to the Town. The purpose of the purchase is to improve the traffic flow in that general area.

On June 21, 2018 Council approved submission of escrow papers to the title company for the purchase of said property via Ordinance 2018-A435. Staff has worked diligently to effect and consummate the Closing. The parties preliminarily scheduled the Closing for July 20, 2018, but we are still awaiting title, survey and the environmental Phase 1 report. As a result the Closing must be extended.

The Purchase and Sale Agreement requires the Closing to occur thirty days after the Town Council authorizes the Closing, but the Town Council cannot authorize the Closing until after the Feasibility Period ends. The Feasibility Period ended on July 20, 2018.

The Seller consented to an extension of the Closing (attached herein by reference) until August 2, 2018. Staff anticipates having the title, survey and the environmental Phase 1 prior to the August 1st Council meeting and being prepared to recommend to Council that Council authorize an August 2nd Closing at the August 1st Council meeting. Attorney Bill Sims advised that Council (as a Party to the Agreement) must also authorize the extended Closing.

The funds are ready for transfer upon Council’s authorization to Close following receipt, review and approval of the title, survey and the environmental Phase 1 report.

List Attached Documents: Seller's authorization to extend the closing date until August 2, 2018.

Power Point Presentation: None

Estimated Presentation Time: None

Estimated Discussion Time: None

Reviews Completed by:

Department Head: Risk Manager

Town Attorney Comments: See above

Finance Department:

Fiscal Impact:

Budget Code: Unbudgeted **Amount Remaining:** N/A

Comments: This purchase is not budgeted and will effectively come out of reserves.

Recommended Action (Motion):

Authorize extension of escrow closing until August 2, 2018 of .35 Acres (total) of real property located in Yavapai County and designated as Yavapai County Parcel Numbers/address/acreage:
404-28-007A/24 W. Finnie Flat Road/.26 Acres
and
404-28-007B/250 S. Main Street/.9 Acres
Location of former Circle K

Instructions to the Clerk: None

Carol Brown

From: Mark Beeny [REDACTED]
Sent: Friday, July 20, 2018 2:26 PM
To: Elissa Jewell
Cc: Bill Sims; Russ Martin; Carol Brown
Subject: Extension of Closing

Importance: High

Elissa,

The Town of Camp Verde's attorney, Bill Sims, has informed me that the Town will not be ready to close today on the purchase of the property at 24 Finnie Flat Rd. I have also been advised that you need my authorization to extend the closing date. By this email I am authorizing extension of closing until August 2, 2018. If you need anything else please just let me know.

Mark Beeny
R&M Commercial Leasing LLC

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