CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
February 5, 2007
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. Introduction of Chris Lopez, Youth Development Coordinator

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. The Mayor and Council will award certificates to the top three essay winners for the Dr. Martin Luther King, Jr Essay Contest sponsored by the Avondale Public Library. For recognition only.

4 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

5 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES
Work Session of January 8, 2007
Work Session of January 16, 2007
Regular Meeting of January 16, 2007

b. SPECIAL EVENT LIQUOR LICENSE - AMERICAN LEGION POST 61
The Council will consider a request from Constant Parrish for the American Legion Post 61, 35 North 8th Street Avondale, for a Special Event Liquor License to be used in conjunction with a Tournaments and Band Specialties Night on Saturday, February 24, 2007. The Council will take appropriate action.

c. AMENDMENT NO. 1 - CK ENGINEERING INC. - CITY'S TRANSPORTATION PLAN
Staff is requesting that the City Council approve Amendment No. 1 to the professional services agreement with CK Engineering Inc. to provide additional modeling of the City's future transportation system in the amount of $55,704 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. AMENDMENT NO. 1 - KIMLEY-HORN & ASSOCIATES, INC. - STREET IMPROVEMENTS ON 4TH STREET FROM LOWER BUCKEYE ROAD TO WESTERN AVENUE
Staff is requesting that the City Council approve Amendment No. 1 to the professional services agreement with Kimley-Horn & Associates Inc. to add design services for waterline improvements on 4th Street from Lower Buckeye Road to Western Avenue in the amount of $49,938 and authorize the

transfer of $55,000 from Line Item No. 514-1098-00-8520 (Dysart Rd – Van Buren to Western Waterline) to Line Item No. 514-1137-00-8520 (4th St. - Lower Buckeye to Western Waterline) and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROTHBERG, TAMBURINI, AND WINSOR INC. FOR 4TH STREET WASTEWATER LIFT STATION IMPROVEMENTS**

Staff is requesting that the City Council approve Amendment No. 3 to the Professional Services Agreement with Rothberg, Tamburini, and Winsor Inc. (RTW) to provide additional construction phase services for the South 4th Street Wastewater Lift Station Improvements in an amount not to exceed $75,127 for a revised total contract amount of $509,617, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

f. **APPROVAL OF AMENDMENT NO. 2 - URS CORP. - DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR WELL 23**

Staff is requesting that the City Council approve Amendment No. 2 to the design contract with URS Corporation to provide additional construction management services for the Well 23 project in an amount not to exceed $27,695 for a revised contract amount of $222,931; authorize the transfer of $27,695 from Line Item No. 514-1136-00-8520 (abandon well No. 2) to Line Item No. 514-1073-00-8520 (Well No. 23) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **PROFESSIONAL SERVICES AGREEMENT - FLUORESCO LIGHTING AND SIGNS INDUSTRIES - LIGHTED STREET NAME SIGNS REPLACEMENT**

Staff is requesting that the City Council award a professional services agreement to Fluoresco Lighting and Signs Industries for Lighted Street Name Signs Replacement at Four (4) Intersections in the amount of $91,265 and authorize the Mayor or City Manager and the City Clerk toexecute the necessary documents. The Council will take appropriate action.

h. **FINAL PLAT AMENDMENT - GATEWAY CROSSING (FP-06-13)**

The Council will consider a request for approval of a final plat amendment for Gateway Crossing, 26.2 acres at the southwest corner of McDowell Road and 99th Avenue. The Council will take appropriate action.

i. **FINAL PLAT AMENDMENT FOR CANTADA RANCH (FP-06-3)**

The Council will consider a request for approval of a final plat amendment for Cantada Ranch,3.66 acres locate at Lower Buckeye Road and El Mirage Road. The Council will take appropriate action.

j. **LETTER AGREEMENT - MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

City Staff is requesting that the Council approve a letter agreement with Maricopa County Community College District for undergrounding power lines on Dysart Road and authorize payment to APS to complete the construction for $280,000. The Council will take appropriate action.

k. **LICENSE AGREEMENT - VERIZON WIRELESS - WIRELESS COMMUNICATION FACILITY AT THE RANCHO SANTA FE WATER FACILITY**

Staff is requesting that the City Council approve a license agreement with Verizon Wireless for a Wireless Communication Facility at the Rancho Santa Fe Water Facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. **PROFESSIONAL SERVICES AGREEMENT - PACIFIC MUNICIPAL CONSULTANTS - PLANNING STAFFING SERVICES**

Staff is requesting that the City Council approve a professional services agreement with Pacific Municipal Consultants to provide professional planning contract staffing services in an amount not to exceed $80,000 and authorize the Mayor or City Manager and the City Clerk to execute the associated contract documents. The Council will take appropriate action.

m. **PROFESSIONAL SERVICES AGREEMENT - WILSON COMPANY - VAN BUREN STREET CORRIDOR STUDY - 107TH AVENUE TO 99TH AVENUE**

Staff is requesting that the City Council approve a professional services agreement with Wilson

Company for the "Van Buren Street Corridor Study" project from 107th Avenue to 99th Avenue in the amount of $81,800 and authorize the Mayor or City Council and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. PROFESSIONAL SERVICES AGREEMENT - UNITED CIVIL GROUP - TRAFFIC SIGN INVENTORY

Staff is requesting that the City Council approve a professional services agreement for a "Traffic Sign Inventory" project with United Civil Group in the amount of $51,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. AGREEMENT - INFOR GLOBAL SOLUTIONS, INC

Staff is requesting that the City Council approve a service work order, licensing & hosting services agreement with Infor Global Solutions, Inc. for utility asset management software (Datastream 7i), annual technical support and hosting fees, training, and professional services in an amount not to exceed $194,636.27, resulting in a total contract amount of $356,399.43, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. PUBLIC DEFENDER CONTRACT - S MAGNUS ERIKSSON

Staff recommends that the Council approve the agreement with S. Magnus Eriksson to provide public defender services for the Avondale City Court.

q. ORDINANCE 1247-207- RIGHT-OF-WAY FOR THE SOUTH AVONDALE SIDEWALK PROJECT PHASE II

The City Council will consider an ordinance accepting the dedication of certain right-of-way related to the South Avondale Sidewalk Project Phase II. The Council will take appropriate action.

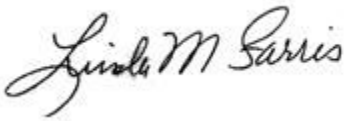
6 DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

a. West Valley Arts Council Funding - Vice Mayor Wolf

7 ADJOURNMENT

Respectfully submitted,



Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
New Employee Introduction

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Chris Lopez, Youth Development Coordinator.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Dr. Martin Luther King, Jr. Essay Contest

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Daniel Davis, Parks, Recreation and Libraries Director - 333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and Council award certificates to the top three essay winners for the Dr. Martin Luther King, Jr. Essay Contest, sponsored by the Avondale Public Library.

DISCUSSION:

In observance of Dr. Martin Luther King, Jr. Day, the Avondale Public Library held an essay contest entitled, "I Too Have A Dream". The 300-500 word essays titled, "I Too Have A Dream" was designed to express the child's personal visions and aspirations for a better community and a better country. This contest was open to students' in grades 4-6. The three best essays, as judged by a panel of library staff, will receive $25 Harkins Gift Cards. In addition a first place winner will receive a DVD player. The deadline for entries was 5 p.m. Friday, January 26, 2007.

BUDGETARY IMPACT:

The costs of the prizes was covered in the Library's Budget.

RECOMENDATION:

Staff requests that Mayor and Council award certificates and prizes to the first place winner and the top three essay winners for the Dr. Martin Luther King, Jr. Essay Contest, sponsored by the Avondale Public Library.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Approval of Minutes

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - American Legion Post 61

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk - 333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request for a Special Event Liquor License from the American Legion to be used in conjunction with a Tournaments and Band Specialties Night on Saturday, February 24, 2007.

BACKGROUND:

The City Clerk's Office has received an application for a special event liquor license from Constant Parrish, representing the American Legion Post #61, to be used in conjunction with a Tournament and Band Specialties Night. This event will be held on Saturday, February 24, 2007 from 10:00 a.m. to 2:00 a.m., at the American Legion. The required fees have been paid.
Staff met to review the application and determined that this applicant was not requesting any city support other than normal city services. Police and Fire Department Personnel have reviewed the application and are recommending approval. Their comments are attached.

Staff reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1) The event will be open to the public.

2) Criminal history of the applicant - A background check of the representative, Ms. Constant Parrish, revealed no contact with the Avondale Police Department.

3) The event is a concert and tournament.

4) Security measures taken by the applicant - Chief Kotsur has reviewed the security plan and has stated that the applicant's plan will be sufficient.

5) & 6) All spirituous liquors will be dispensed as usual within the course of business.

7) Has this event created any neighborhood disturbances in the past three years – This is the first time this event will be held.

8) Potential for problems in the neighborhood in terms of noise, hours and time of the event - All activities will be confined to the American Legion Building and no amplification will be used.

9) Length of the event – 16 hours.

10) Sanitary facilities available to the participants – Legion has facilities.

11) Is zoning appropriate - Zoning is A-1 General Industrial. Planning staff has indicated that the proposed use

will not result in incompatible land uses.

12) Anticipated number of attendees - The anticipated total daily attendance is 300.

13) Nature of sound amplification system – none.

14) Traffic control measures will not be necessary per the Chief of Police.

RECOMENDATION:

Staff recommends that the City Council approve this special event liquor license for the American Legion Post #61, for the date Saturday, February 24, 2007.

ATTACHMENTS:

Click to download

- Special Event Liquor License application
- Department Comments

CITY CLERK'S DEPARTMENT * 11465 W. CIVIC CENTER DRIVE SUITE 200 * AVONDALE, ARIZONA 85323 * PHONE: 623-478-3030

City of Avondale

Special Event Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that h created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

GENERAL INFORMATION – Applicant must be a member of the qualifying organization and authorized to submit the application

FOOD/TOURNAMENTS & BAND SPECIALTIES NIGHT
Name of Event

FEB 24, 2007
Date of Event

GAMES/TOURNAMENTS/BAND CONCERT
Nature of Event (carnival, dinner, dance, concert, etc.)

AMERICAN LEGION POST #61
Name of Venue

35 N. 8th ST, AVONDALE, AZ 85323
Location Address

(623) 932-6916 (623) 932-4285
Phone Number **Fax Number**

CONSTANT JOY PARRISH
Name of applicant (Must be on site during the event)

E-Mail Address

AMERICAN LEGION POST #61
Sponsoring Organization

FRATERNAL
Type of Organization

501-C-3#

CONSTANT JOY PARRISH
Name of contact at Sponsoring Organization

(623) 932-6916
Phone Number

EVENT INFORMATION

Is this event open to the public? ☑ Yes ☐ No

Event location complies with zoning regulations ☑ Yes ☐ No

Will portable restroom facilities be available? ☐ Yes ☑ No If yes, how many facilities will be available? _____ Provide the following and indicate location on site plan

Company _____

Address _____

Contact _____ Phone: _____

- **Guideline for anticipated attendance/portable restrooms ratio for a 6 hour event: 80 people per unit if alcohol is served; 100 people per unit if alcohol is not served.**

STREETS / TRAFFIC

Does the event propose closing, blocking, or using of any city streets, sidewalks, alleys, or public parking lots? ☐ Yes ☑ No

If yes, provide the following:

What	From/To	Date(s)	Time(s)

- ***Street closures must be approved by the Police, Fire and Field Operations Departments***

ALCOHOL

* **Minors are not allowed in areas designated for alcohol consumption. Applicant must be a member of the qualifying organization and authorized to submit application.**

Is alcohol included in the admission price to the event? ☐ Yes ☑ No
(applies to charitable, religious, fraternal or political groups only)

Anticipated attendance in liquor area:

	DATE:	DAY:	HOURS: FROM A.M./P.M	HOURS: TO A.M./P.M	ANTICIPATED DAILY ATTENDANCE	ANTICIPATED PEAK DAILY ATTENDANCE
DAY 1:	FEB 24, 2007	SATURDAY	10 AM	2 AM	300	300
DAY 2:						
DAY 3:						
DAY 4:						
DAY 5:						
DAY 6:						
DAY 7:						
DAY 8:						
DAY 9:						
DAY 10:						

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

NO ALCOHOL WILL BE SERVED UNLESS A LEGALLY ACCEPTABLE FORM OF IDENTIFICATION IS SHOWN TO THE BARTENDER

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

BARTENDERS ARE THE ONLY INDIVIDUALS WHO HAVE ACCESS TO THE ALCOHOL. THEY WILL BE DILIGENT TO INSURE NO MINORS CONSUME ALCOHOL

Will more than 50% of the event's gross revenues be derived from alcohol sales? ☐ Yes ☐ No

Type of alcohol to be served: ✓ Beer ✓ Wine ✓ spirituous liquor

How will the alcohol be served?

✓ glasses ✓ bottles ✓ Plastic Containers ____ disposable cups ✓ cans

How will alcohol be obtained? PURCHASED DIRECTLY FROM AUTHORIZED DISTRIBUTORS

Has the applicant been convicted of a felony in the past five years? ☐ Yes ☒ No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? ☐ Yes ☒ No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? ☐ Yes ☒ No

If yes, please give specific information including event, dates and nature of disturbance.

Sound System

N/A

EVENT SECURITY

The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.

Will private security be used at the event? ☐ Yes ☑ No
If yes, provide name of company _____

Will the event be requesting off-duty Avondale Police Officers? ☐ Yes ☑ No

FEES

The fee for a Special Event Liquor License is $25.00 per event day and must accompany this application - this is in addition to the State's fee.

CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

Applicant's Signature

26 Oct 06
Date

Please submit application to:
City Clerk's Department
11455 W. Civic Center Drive, Suite 200
Avondale, Arizona 85323

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day, for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

**APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT

1. Name of Organization: AMERICAN LEGION POST # 61
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0171489
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☑ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? FOOD/TOURNAMENTS + BAND SPECIALTIES NIGHT
5. Location of the event: 35 N. 8th ST, AVONDALE AZ 85323
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: PARRISH (Last) CONSTANT (First) JOY (Middle) _____ (Date of Birth)
7. Applicant's Mailing Address: 35 N 8th ST (Street) AVONDALE (City) AZ (State) 85323 (Zip)
8. Phone Numbers: (623) 932 4960 (Site Owner #) (623) 932 6916 (Applicant's Business #) (623) 935 4997 (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	FEB 24, 2007	SATURDAY	10 AM	2 AM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled inividuals requiring special accommodations, please call (602) 542-9027.

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☑ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
AMERICAN LEGION POST #61	35 N 8th ST AVONDALE, AZ 85323	100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

___ # Police ☐ Fencing
✓ # Security personnel ☐ Barriers

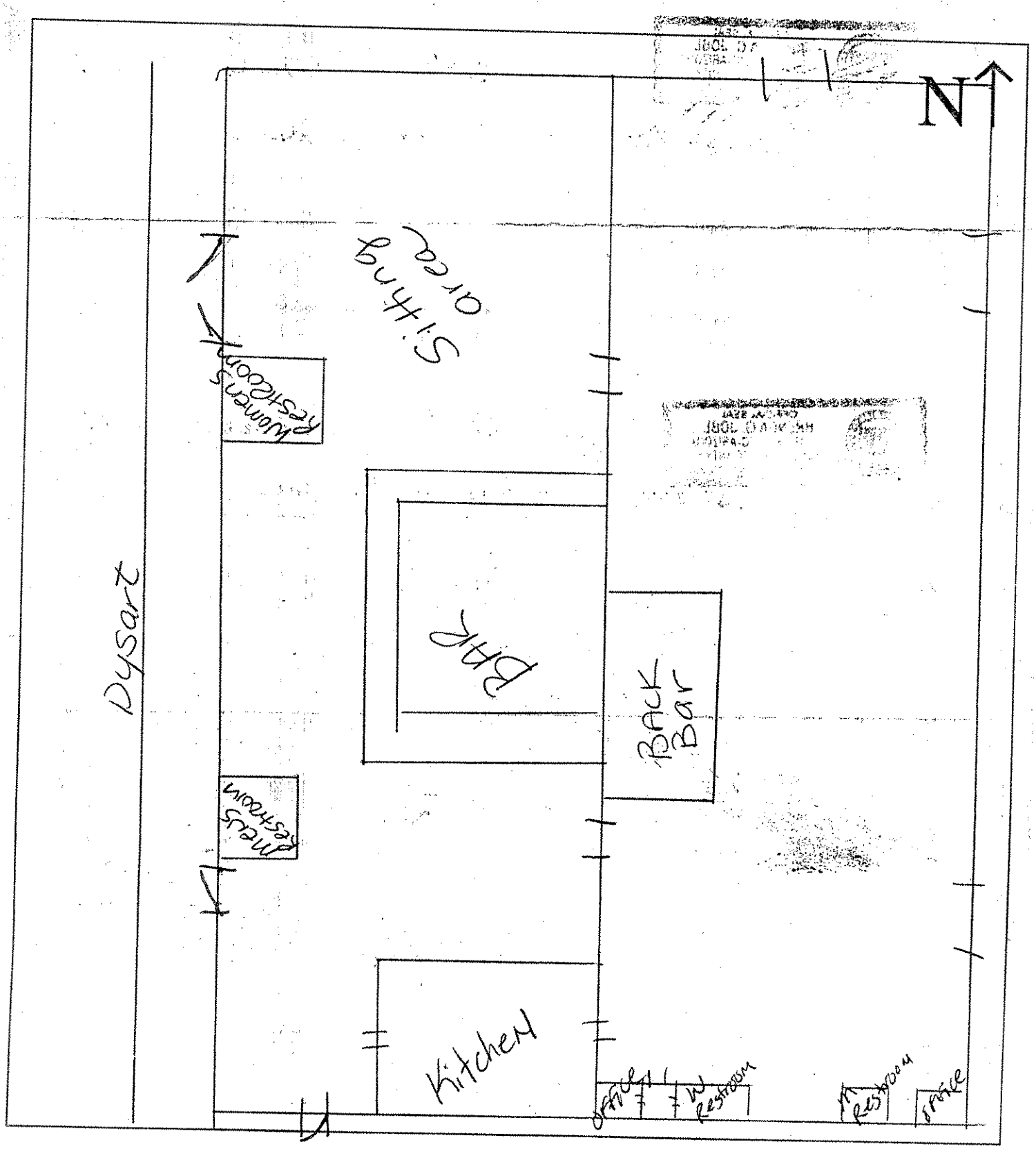
16. Is there an existing liquor license at the location where the special event is being held? ☑ YES ☐ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☑ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

AMERICAN LEGION POST #61 — Name of Business
(623) 9324960 — Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page it to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram <u>must</u> be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF T ORGANIZATION NAMED IN QUESTION #1

18. I, PATRICIA THOMPSON, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.
(Print full name)

X Patricia Thompson (Signature) COMMANDER (Title/Position) 12/28/06 (Date) 3930989 (Phone #)

State of ARIZ County of MARICOPA
The foregoing instrument was acknowledged before me this 28 day of December 2006
Day of Month Month Year

PAUL G DE SANTI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Comm Exp June 24, 2009

My Commission expires on: _____ (Date)

Paul G. DeSanti (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, CONSTANT JOY PARRISH, declare that I am the APPLICANT filing this application as as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.
(Print full name)

X Constant Joy Parrish (Signature)

State of ARIZ County of MARICOPA
The foregoing instrument was acknowledged before me this 28 day of December 2006
Day of Month Month Year

PAUL G DE SANTI
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Comm Exp June 24, 2009

My commission expires on: _____ (Date)

Paul G. DeSanti (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official), _____ (Title), hereby recommend this special event application on behalf of _____ (City, Town or County). _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) (Date)

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: CONSTANT PARRISH

ORGANIZATIONS NAME: AMERICAN LEGION POST #61

EVENT ADDRESS: 35 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: TOURNAMENTS AND BAND SPECIALTIES NIGHT

DEPARTMENTAL COMMENTS:

1. Furniture, Table & Chairs must be set up to allow clear path to exit at all times
2. North exit door must open with minimum effort. Repairs must be made prior to event
3. Max. Occupancy Load 250

☒ APPROVED
☐ DENIED

Jerry G. Jones
SIGNATURE

1/10/07
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JANUARY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 4, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: CONSTANT PARRISH

ORGANIZATIONS NAME: AMERICAN LEGION POST #61

EVENT ADDRESS: 35 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: TOURNAMENTS AND BAND SPECIALTIES NIGHT

DEPARTMENTAL COMMENTS:

I have reviewed this and this request is approved.

☐ **APPROVED**
☐ **DENIED**

Lt. McCarthy
SIGNATURE

1/3/07
DATE

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JANUARY 16, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JANUARY 4, 2007

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 1 - CK Engineering Inc. - City's Transportation Plan

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 1 in the amount of $55,704 to the Professional Services Agreement with CK Engineering Inc. for additional modeling of the City's future transportation system and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On April 18, 2005 Council approved a Professional Services Agreement with CK Engineering Inc. to develop a citywide transportation plan to provide the City with the tools to address future growth, and its impact on the city's transportation network. The Transportation Plan was one of several growth initiatives brought to Council at the January 18, 2005 work session. Other initiatives included the Economic Development Plan which was subsequently adopted by Council on June 12, 2006; and the ongoing efforts to assist in the establishment of the proposed freeway alignment of State Route 801.

The original contract for the Transportation Plan included four (4) modeling alternatives to evaluate traffic flows and its impact to the city street network for current and future years. The results of these efforts were brought to Council as an update for their input at the April 17, 2006 work session. During the work session, Council directed staff to develop an optimum plan to encompass different variations of the four (4) model alternatives presented. The optimum plan was completed and included in the final recommendations of the Transportation Plan. On October16, 2006, Council adopted the Transportation Plan.

Staff negotiated a scope of services and fee proposal for additional work with CK Engineering Inc.; and on December 21, 2006, CK Engineering Inc. formally submitted a change order request in the amount of $55,704 (see attachment).

DISCUSSION:

The Transportation Plan change order is comprised of four (4) elements:

- Inventory of Current Conditions
- Transportation Demand Forecast and Evaluation of Future Network Deficiencies
- Technical Documentation
- Public Involvement

Inventory of Current Conditions

Work under this element included the following:

- Collecting additional traffic counts at four (4) intersections not identified in the original scope

- Collecting additional truck traffic data
- Providing a preliminary engineering concept for Dysart Road and Van Buren Street intersection

Transportation Demand Forecast and Evaluation of Future Network Deficiencies

Work under this element included the following:

- Thirteen (13) additional model runs not identified in the original scope
- Analyses of the additional model runs

Technical Documentation

Work under this element included the following:

- Preparation of the final report

Public Involvement-Phase 2

Work under this element included the following:

- Preparation of materials and attendance to the final public open house meeting

BUDGETARY IMPACT:

Funding for this project is available in Other Professional Services Line Item No. 101-5900-00-6180 and 101-5925-00-6180.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with CK Engineering Inc. to provide additional modeling of the City's future transportation system in the amount of $55,704 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CK GROUP, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of February 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and The CK Group, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into that certain Professional Services Agreement dated April 18, 2005, to develop a transportation plan for the City's infrastructure needs (the "Agreement").

B. The City has determined that additional services by the Consultant are necessary to complete the project (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Scope of Work. The Consultant shall provide the Additional Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than $55,704.00 as consideration for the Additional Services as set forth in the attached Exhibit A.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This First Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"City"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"Consultant"

THE CK GROUP, INC.,
an Arizona corporation

By: _____

Name: Ogbonna Abarikwu, Principal

Its: Karin M. DeLeon
Karin M. DeLeon

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on 23rd day, January, 2007, by Ogbonna Abanikwu as Principal of THE CK GROUP, INC., an Arizona corporation, on behalf of the corporation.

Judith L Currey
Notary Public in and for the State of Arizona

My Commission Expires:

04/11/2009

Notary Public State of Arizona
Maricopa County
Judith L Currey
My Commission Expires
04/11/2009

704985.1

EXHIBIT A
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CK GROUP, INC.

[Scope of Work]

See following pages.

CHANGE ORDER REQUEST
CITY OF AVONDALE TRANSPORTATION PLAN
DECEMBER 22, 2006

In an effort to deliver the highest quality product to the City as part of the Avondale Transportation (ATP), the CK Group, Inc. (CK) has spent additional time and material not included in the original Scope of Services dated March 29, 2005. The following table presents certain tasks as scoped in the original contract and compares those with the amount of work effort actually performed by CK. The comparison differentiates the work conducted outside the original scope of work.

Scope Item #	Scoped Tasks	Tasks Performed
Task 2: Inventory of Current Conditions		
2.1 Traffic Counts	***Thirty (30) intersections*** have been identified to meet the arterial-to-arterial intersection criteria and are reported in Table 1. If required, additional locations, such as arterial-to-collector intersections, may be included in the scope of work. ***This change in scope can be completed as a separate/additional charge based on time and material.***	Peak hour turning movement counts were conducted at 34 locations, four (4) more than scoped. Additional data for truck traffic was also collected as requested by the City
2.6 TransCAD Model	CK will define the zone system and roadway network for the City's travel demand model. ***To be consistent with the MAG model, transportation analysis zones (TAZs) of the proposed model will have to be the subsets of the TAZs in MAG model.***	CK strived to deliver the highest quality model output and subdivided original 24 MAG model TAZs into 124 (almost twice as much than originally anticipated 64 TAZs)
2.8 Short-Range Improvements	***Assemble a list*** of short-range (five-year) projects based on existing capacity deficiencies, hazardous locations, physical condition of facilities, proposed developments, current general plan circulation element and design deficiencies identified.	CK prepared a preliminary engineering concept for the Dysart Road/Van Buren Street intersection improvements as requested by the City

Continued on page 2

16448 North 40th Street, Suite A
Phoenix, Arizona 85032
Tel: 602.482.5884
Fax: 602.482.2885
www.ckengr.com

Scope Item #	Scope	Tasks Performed
Task 4: Transportation Demand Forecast and Evaluation of Future Network Deficiencies		
4.1 Model Runs and Results	CK will prepare the land use and network for the interim and long term scenarios, ***conduct model runs for up to two alternative network/land use configurations***, post-process the model run results, and conduct in-depth analysis of the results	Excluding the base scenarios for year 2010 and year 2026, CK conducted travel demand forecasts for a total of 15 alternatives; two (2) for year 2010 and 13 for 2026 as listed below: **Year 2010** 1. 2010 Base Network 2. 2010 Base Network + Thomas Bridge **Older 2026 Scenarios (Discarded)** 3. 2026 Base Network 4. 2026 Base Network + Bridge 5. 2026 Base Network + Full Interchange at El Mirage 6. 2026 Base Network+ El Mirage extended to Indian School Road 7. 2026 Base Network+ El Mirage extended to I-10 **Latest 2026 Scenarios (Included in Final Report)** 8. Revised Base Network with I-10 as 10 lanes 9. Alternative 1 - Arterial Widening 10. Alternative 2 – Overpasses & Frontage Roads 11. Alternative 3 – Thomas Road Bridge 12. Alternative 4 – Camelback Road Widening 13. Alternative 5 – El Mirage Road ½ Diamond TI With Frontage Roads 14. Alternative 6 – El Mirage Road ½ Diamond TI No Frontage Roads 15. Preferred Alternative
4.2 Capacity Analysis	Perform capacity analyses of major roadway segments and intersections to identify capacity deficiencies for the analyzed scenarios. ***Planning level capacity thresholds by facility type and number of lanes will be used*** to estimate daily level of service (LOS) for roadway segments	In order to take into account the impact of signal spacing and speed limits on arterial roadways (compared to the basic daily traffic volume ranges for various classifications of roadways provided in the MCDOT Roadway Design Manual), CK researched planning level segment volume thresholds provided in Quality/Level of Service (Q/LOS) Handbook, 2002 by the State of Florida Department of Transportation (FDOT). CK also secured buy-in from MAG through coordination and information sharing. CK then analyzed in detail all future network alternatives (including those discarded) to identify capacity deficiencies for the roadway network
4.6 ATMS	A Technical Memorandum addressing the approach, methodology and outcome of ***this work effort shall be presented to the City for review and comment***	Instead of a Tech Memo, detailed Working Paper #2 ITS Needs Study was developed and shared with the broader Technical Advisor Committee (TAC) with members from MAG, MCDOT, ADOT and Cities of Good Year and Phoenix.

Continued on Page 3

Scope Item #	Scope	Tasks Performed
Working Papers		
Working Papers	***The scope covers Working Paper #1 Current Conditions and one Technical Memorandum for ATMS***	To facilitate the review process at key mile stones, three (3) Working Papers were developed during the coarse of the project as agreed with the City. Instead of a Tech Memo, detailed Working Paper #2 ITS Needs Study was developed and shared with the broader Technical Advisor Committee (TAC)
Public Involvement Phases I and II		
Public Meeting	***A total of three (3) public open house meetings were scoped***, two (2) in Phase I and one (1) in Phase II.	CK participated in four (4) public open house meetings. The fourth meeting was held at the end of project to share the proposed recommendations to the public

In addition to the tasks listed in the table above, all copies associated with Working Papers 2 and 3, as well as 13 copies of the Draft Report requested by the City for distribution to the Council Members for a workshop session, are above and beyond the original scope of work.

Attachments A and B at the end provide a breakdown of man-hours and derivation of cost associated with the additional tasks, respectively.

Attachment A
CHANGE ORDER REQUEST
BREAD DOWN OF OF MAN-HOURS
City of Avondale Tranportation Plan

TASKS	TOTAL HOURS	Proj. Princ.	Proj. Mgr.	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Sec./ Cler.
2.1 Traffic Counts	40		2	2	4	32	
2.6 TransCAD Model TAZs	41	1	4	6	24	6	
2.8 Short-Range Improvements	6		1		4		1
4.1 Additional Model Runs and Results	396	12	48	68	240	24	4
4.2 Capacity Analysis Methodology	13	1	2	8			2
Working Papers Development	156	8	46	62		32	8
Public Meeting	8		2	6			
Total	**660**	**22**	**105**	**152**	**272**	**94**	**15**

16448 North 40th Street, Suite A
Phoenix, Arizona 85032
Tel: 602.482.5884
Fax: 602.482.2885
www.ckengr.com

ATTACHMENT B
CHANGE ORDER REQUEST
DERIVATION OF COST
Avondale Transportation Plan
(Round Figures to the Nearest $1.00)

ESTIMATED DIRECT LABOR

Classification	Estimated Workhours	Average Hourly Rate	Labor Cost
Project Principal	22	$130.00	$2,860.00
Project Manager	105	$110.00	$11,550.00
Project Engineer	152	$91.00	$13,832.00
Engineer/Designer	272	$75.00	$20,400.00
Technician/Drafter	94	$57.00	$5,358.00
Secretary/Clerical	15	$42.00	$630.00
Total Direct Labor	660		

Total Estimated Labor **$54,630.00**

Sub-Total **$54,630.00**

ESTIMATED DIRECT EXPENSES

CLASSIFICATION (Listed By Item at Estimated Actual Cost - NO MARKUP)	No. of ITEMS	BILLING RATE	TOTAL
Presentation Boards (square feet)	-	$ 10.00	$ -
Colored prints (8.5x11)	705	$ 1.00	$ 705.00
Letter Size including photocopies (8.5X11)	3,350	$ 0.10	$ 335.00
Personal Vehicle Mileage	80	$ 0.43	$ 34.40
		Total Estimated Expenses	**$ 1,074.40**

TOTAL ESTIMATED COST TO CONSULTANT **$55,704.40**

TOTAL ESTIMATED COST ***$55,704***

CONSULTANT FIRM SIGNATURE

December 21, 2006
DATE

16448 North 40th Street, Suite A
Phoenix, Arizona 85032
Tel: 602.482.5884
Fax: 602.482.2885
www.ckengr.com

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 1 - Kimley-Horn & Associates, Inc. - Street Improvements on 4th Street from Lower Buckeye Road to Western Avenue

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, (623) 333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn & Associates Inc. to add design services for waterline improvements on 4th Street from Lower Buckeye Road to Western Avenue in the amount of $49,938 and authorize the transfer of $55,000 from Line Item No. 514-1098-00-8520 (Dysart Rd – Van Buren to Western Waterline) to Line Item No. 514-1137-00-8520 (4th St. - Lower Buckeye to Western Waterline) and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On December 18, 2006, the City Council approved a professional services agreement with Kimley-Horn and Associates, in the amount of $114,915 to provide professional engineering services for the design and preparation of construction documents for street improvements on 4th Street from Lower Buckeye Road to Western Avenue. This agreement covered design services related to reconstruction and drainage improvements. Staff has since determined that replacing an existing 6-inch waterline is necessary due to operational concerns.

DISCUSSION:

The Water Master Plan identified the need to install a new 8-inch waterline on 4th Street from Lower Buckeye to Western Avenue. However, staff concluded that this line was not required to address capacity needs in the south Avondale area and due to operational concerns was not accounted for in the original agreement with Kimley-Horn. Staff has since found that the waterline is not deep enough and should be replaced. In order to replace the existing 6-inch waterline, additional design services are now required to provide plans, specifications, and an engineer's estimate. The new waterline will be installed parallel to the existing line and all water services (meters, hydrants, etc.) will be routed to the new 8-inch line. Staff negotiated a scope of services and fee proposal for this additional work with Kimley-Horn and Associates in the amount of $49,398. (see attached amendment).

The scope of services for Amendment No. 1 includes the following elements:

- Waterline Alignment
- Waterline Profile
- Water service/meter locations
- Connection details, Construction Plans, Specifications, and Estimates

SCHEDULE:

Amendment No. 1 will add approximately one month to the original schedule. Listed below is the revised schedule for design and construction:

Design:
Notice to proceed – December 2006
Final Design – June 2007

Construction:
Bid award – June 2007
Begin Construction – July 2007
End Construction – February 2008

BUDGETARY IMPACT:

The original professional services agreement for design services was $114,915; the amendment for additional services is $49,398. This amendment will increase the total contract cost to $164,313. Funds in the amount of $55,000 will need to be transferred from Water Fund Line Item No. 514-1098-8520 to balance the project design budget.

RECOMENDATION:

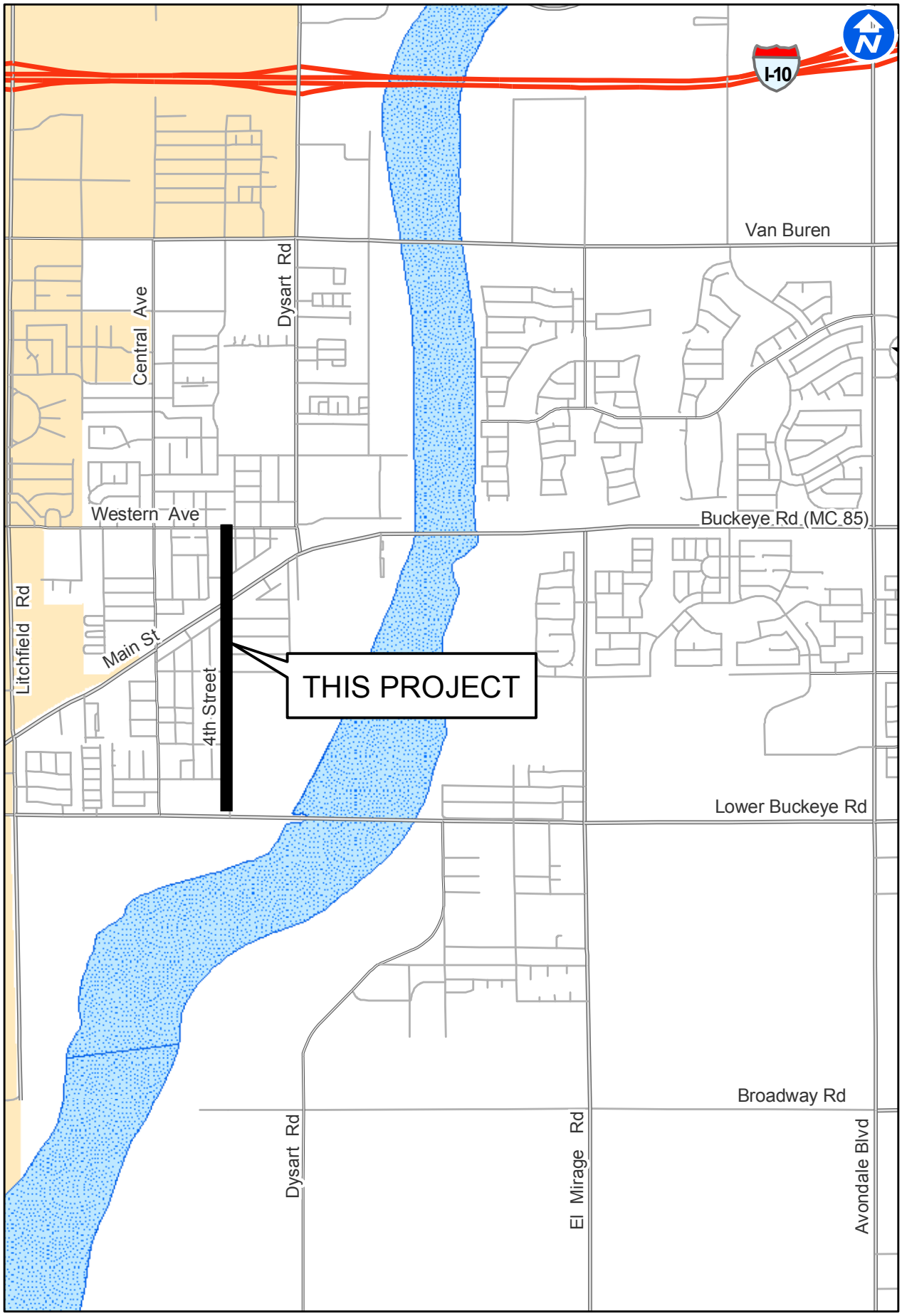
Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn & Associates Inc. to add design services for waterline improvements on 4th Street from Lower Buckeye Road to Western Avenue in the amount of $49,938 and authorize the transfer of $55,000 from Line Item No. 514-1098-00-8520 (Dysart Rd – Van Buren to Western Waterline) to Line Item No. 514-1137-00-8520 (4th St. - Lower Buckeye to Western Waterline) and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Amendment No. 1

VICINITY MAP



4th St Lower Buckeye to Western

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of February 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into that certain Professional Services Agreement dated December 18, 2006, for the 4th Street Rehabilitation Project (the "Agreement").

B. The City has determined that additional services by the Consultant are necessary to complete the project (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Scope of Work. The Consultant shall provide the Additional Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than $48,938.00 as consideration for the Additional Services as set forth in the attached Exhibit A.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This First Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

[Scope of Work]

See following pages.

City of Avondale
4th Street Rehabilitation Project
Lower Buckeye Road to Western Ave.
Additional Services No 1

Introduction

The additional services to be provided to the City of Avondale for the 4th Street Rehabilitation Project includes preparing design plans for the installation of a new 8-inch ductile iron water main. The following is a detailed summary of the scope of these services.

Assumptions

A. The project begins north of Lower Buckeye Road and extends to south of Western Avenue. The project will not include crossing either Main Street (MC85) or the Union Pacific Railroad facilities.
B. This task includes the installation of approximately 5,280 linear feet of pipeline.
C. The existing water main will be abandoned in place.
D. There is sufficient area within the roadway corridor to locate the proposed main without relocating other facilities.
E. The plans and special provisions shall be prepared in conformance with City of Avondale standards and/or MAG. Imperial units shall be utilized on all documents.
F. Bid items will use City standard pay items and numbering.
G. Acquisition of permits, including but not limited to UPRR permits, is not included in the agreement. The City will coordinate the project with the Union Pacific Rail Road (UPRR) if needed.
H. City of Avondale encroachment fees shall be waived.
I. Traffic control plans are not included in this scope of service.
J. No environmental work is anticipated for this project and not included in this scope.

Task 1 – Meetings

KHA will meet with the City of Avondale Department of Water Resources in order to coordinate and discuss project specific issues related to the design. KHA will be responsible for preparing the agenda, meeting minutes, and action items. This scope of services includes one meeting.

Task 1 Deliverables:

- Meeting (one)

Task 2 – Preliminary Engineering

KHA will prepare preliminary water main plans to be included in the 60% P&E submittal. The plans, at a minimum, shall address the following:

- Project limits
- Horizontal and vertical alignments
- Water service locations
- Utility conflicts

KHA will use the preliminary plans to identify utility pothole requirements. Utility pothole locations will be included in the pothole plan as described in *Task 3.3*

Utility Coordination of the original project scope.

KHA will prepare a preliminary itemized engineer's estimate of the project construction costs.

Task 3 – Final Design (Preparation of PS&E)

KHA will produce the construction drawings, technical special provisions, and estimate of probable construction costs for the design of the water main. An estimated sheet break down per submittal is as follows, based on a design scale of 1"=20':

Sheet Description	60%	90%	Bid Set
Water Main Plan and Profile	12	12	12
Water Main Details	0	1	1
Estimated total number of sheets	12	13	13

Water Main Plan and Profile – 12 sheets

Plan and profile sheets will be prepared at a scale of 1"=20' (horizontal) and 1"=2' (vertical), based on the City-approved base plans. The plans will include:

- Roadway centerline stationing
- Right-of-way and adjacent properties identified by parcel number and property owner
- Limits of improvements
- Construction notes and callouts
- Street names
- Horizontal control (bearing/distance, station/offset labels on all horizontal angle points, etc.)
- Utility locations and label utilities requiring relocation
- Water service / meter locations
- Profiles including:
  - Profile of water main (minimum cover labeled),
  - Diameter of pipe,
  - Pipe material,
  - Length of pipe runs,
  - Clearance with crossing utilities

Water Main Details – 1 sheet

Project details will be included as necessary to construct the waterline, details may include:

- Connection details,
- Other construction details.

Task 3.1 – 90% PS&E

Upon approval of the 60% P&E; plan, profile, and detail sheets will be prepared

and included in the 90% PS&E submittal. The submittal will include outline technical special provisions, a summary of construction quantities and an estimate of cost.

Comments from this submittal will be incorporated into the 100% Plans.

Task 3.2 – 100% FINAL PS&E

After review of the 90% plans, all comments will be incorporated into the Bid PS&E.

Task 3 Deliverables:

- 90% PS&E (6 copies)
- 100% FINAL PS&E (6 copies)

City of Avondale
4th Street Rehabilitation - Additional Services No 1

January 5, 2007

DERIVATION OF COST PROPOSAL

(Figures Rounded To The Nearest $1)

ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL	
Project Principal	-	$ 200.00	$ -	
Project Manager	24	$ 164.22	$ 3,941	
Project Engineer	50	$ 142.50	$ 7,125	
Engineer/Designer	84	$ 121.38	$ 10,196	
Tech/Draftsman	110	$ 83.78	$ 9,215	
Administrative	8	$ 89.63	$ 717	
Clerical	-	$ 58.50	$ -	
	276	Hours		
Estimated Labor Cost			$ 31,194	EC10

ESTIMATED DIRECT EXPENSES

Travel	$ -	
Computer CAD Time & Plotting	$ 1,408	
Miscellaneous Expenses	$ 151	
	Total Estimated Expenses	$ 1,559 EC30

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Allowance	$ 15,000	LSUM
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	Total Estimated Outside Services	$ 15,000 EC40

TOTAL ESTIMATED COST TO CONSULTANT	$ 16,559
Allocation @ 3.8% of Total Labor	$ 1,185
TOTAL LUMP SUM FEE	$ 48,938
CONTRACT TIME	Calendar Days

Consultant Firm Signature

Date

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 3 to the Professional Services Agreement with Rothberg, Tamburini, and Winsor Inc. for 4th Street Wastewater Lift Station Improvements

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: F.R. "Rob" Emmett, P.E., Water Resources Director 623-333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 3 to the Professional Services Agreement with Rothberg, Tamburini, and Winsor Inc. (RTW) to provide additional construction phase services for the South 4th Street Wastewater Lift Station Improvements in an amount not to exceed $75,127 for a revised total contract amount of $509,617, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 6, 2005, the City Council approved a professional services agreement (PSA) with RTW for design and construction management for the upgrades associated with the 4th Street Wastewater Lift Station (4th Street WLS) Improvements. On September 19, 2005, the City Council approved Amendment No. 1 to the PSA with RTW to assist with the construction manager at risk (CMAR) selection process and to design and provide construction management services for the back-up force main. On July 10, 2006, the City Council approved Amendment No. 2 to the PSA with RTW to incorporate cost-saving and value-engineering measures into the design documents to reduce the overall construction cost.

On October 2, 2006, the City Council approved a professional services agreement with AMEC Earth & Environmental to prepare an Environmental Assessment and Remediation Report for the old 4th Street City landfill located to the northeast of the Lower Buckeye Road and South 4th Avenue intersection (the old public works yard). AMEC's scope of services included identifying the limits of the old landfill, classifying the waste, and developing a mitigation plan to remediate the site.

On November 10, 2006 Pierson Construction Corporation encountered the landfill while excavating the trench for the back-up force main for the 4th Street Wastewater Lift Station. All work on the force main installation was halted and the Engineering Department requested that AMEC evaluate and classify the buried refuse in the force main alignment. AMEC's initial evaluation was within the scope of service under their existing contract. Their initial evaluation resulted in the conclusion that the encountered refuse is domestic and construction solid waste with no indication of hazardous materials or excessive landfill gases. However, by engineering standards it is unacceptable to have solid waste or deleterious material as part of the foundation or construction platform for a piping system. Therefore, the solid waste must be removed or excavated down to native material or undisturbed soil. With the completion of the solid waste excavation, clean fill will be transported to the site, mixed with the salvaged soil from the excavation, and compacted in place to re-establish the grade for the pipeline project.

Besides encountering the old City landfill during the pipeline installation, Maricopa County Environmental Services Division (MCESD) failed to identify and permit the fiber optics conduit to be installed in conjunction with the 4th Street Lift Station Back-up Force Main. The purpose of the fiber optics conduit installation is to establish a hard connection between the Municipal Operations Service Center and City Hall. During the

construction activities in the Agua Fria Riverbed, MCESD became aware of the conduit installation and requested from the City additional construction details, a telecommunication easement, and a rewrite of the permit.

Finally, with the resignation of the City's project manager and the required effort to ensure conformity with the plans and specification for the back-up force main, staff increased its reliance on RTW to process submittals and work change directives, to respond to requests for information, and to manage all meetings. Without the support of RTW the City would have been unable to document the construction progress and provide successful oversight.

DISCUSSION:

Based on AMEC's initial evaluation and the need for a timely, cost effective resolution, a plan to excavate the solid waste and re-establish a compacted foundation was formulated between the Engineering Department, the Water Resources Department, Pierson Construction, and RTW. The partners agreed that the solid waste should be removed along a 20-foot wide corridor centered on the force main alignment and down to the bottom of the solid waste or undisturbed soil. The depth of excavation is estimated at 15 feet. The excavated spoils, consisting of the solid waste and encapsulating soil, will be screened to separate the solid waste from the soil. The solid waste will be transported to a landfill. The salvaged soil would then be mixed with clean fill and compacted back into the excavation. Additionally, a portion of the newly installed force main that crosses Lower Buckeye Road will be removed and then re-installed because solid waste was found, during subsequent excavation, to be under the pipeline. RTW's involvement includes geotechnical consultation and design modifications to the construction platform, coordination with Pierson Construction, and construction oversight.

To reconcile the requests from MCESD regarding the installation of the fiber optics conduit, RTW will be asked to provide additional survey, a legal description for the telecommunication easement, permit application for submittal to MCESD, and personnel to attend approval and coordination meetings.

Additional construction management services were required of RTW to ensure consistent documentation and oversight of the lift station and back-up force main construction. The contract amendment reflects all unfunded administrative services. Inspections have been charged to previously approved funding.

A summary of RTW's Amendment No. 3 scope of services and fee is as follows:

1. Special Inspections for structural components and permit compliance. To be performed on an as-needed basis	$10,000
2. Survey Services for Telecommunication easement	$5,000
3. MCESD Permits, Easements, and Approvals	$10,000
4. Additional Construction Management Service	$29,202
5. Refuse Remediation Related Services	$15,925
Total	$75,127

BUDGETARY IMPACT:

Staff is recommending the transfer of $35,000 from the Sewer Development Fund, Citywide Sewer Improvements, 513-1047-00-8610, to the Sewer Development Fund, 4th Street Lift Station Odor Control, 513-1053-00-8610.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 3 to the Professional Services Agreement with Rothberg, Tamburini, and Winsor Inc. (RTW) to provide additional construction phase services for the South 4th Street Wastewater Lift Station Improvements in an amount not to exceed $75,127 for a revised total

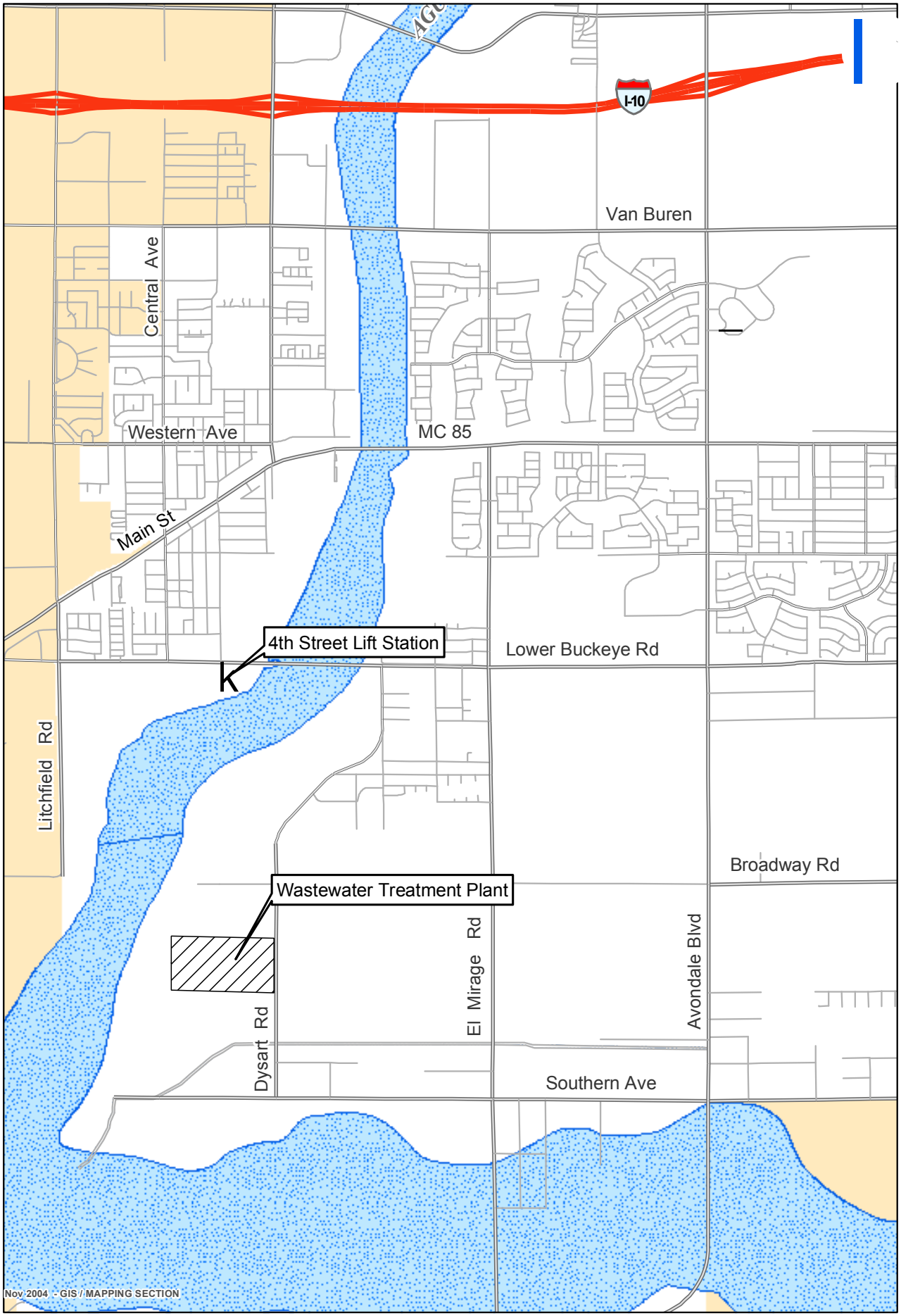
contract amount of $509,617, approve the required budget transfer and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- RTW

VICINITY MAP



CITY OF AVONDALE

4th Street Wastewater Liftstation Evaluation

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ROTHBERG, TAMBURINI & WINSOR, INC.

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is made as of February 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Rothberg, Tamburini & Winsor, Inc., a Colorado corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into that certain Professional Services Agreement dated as of June 6, 2005, for design, bidding, construction management and start-up phase services for the 4th Street Wastewater Lift Station Improvements, as amended by that certain First Amendment to Professional Services Agreement dated as of September 19, 2005, and that certain Second Amendment to Professional Services Agreement dated as of July 10, 2006 (as amended, the "Agreement").

B. The City has determined that additional construction phase services are needed by the Consultant for project completion (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Scope of Work. Consultant shall provide the Services as set forth in the Change in Scope of Services and Fee dated January 22, 2007, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The City shall pay Consultant a price not to exceed $75,127.00 for the Additional Services as set forth in the Fee Estimate, attached hereto as Exhibit B and incorporated herein by reference.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Third Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This Third Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

ROTHBERG, TAMBURINI & WINSOR, INC., a Colorado corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of ROTHBERG, TAMBURINI & WINSOR, INC., a Colorado corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ROTHBERG, TAMBURINI & WINSOR, INC.

[Change in Scope of Services and Fee]

See following pages.

Rothberg, Tamburini & Winsor, Inc.
January 22, 2007

AMENDMENT NO. 3

CITY OF AVONDALE
4th STREET WASTEWATER LIFT STATION IMPROVEMENTS

CHANGE IN SCOPE OF SERVICES AND FEE
TO AGREEMENT OF JUNE 6, 2005

Construction Phase Services

ADD THE FOLLOWING:

RTW Project Number 7314

x. *Special Inspections*. RTW will provide special inspections during construction as requested by the City of Avondale that are deemed necessary for the acceptance of the work by Maricopa County Environmental Services Department, the Maricopa County Department of Transportation, impacted departments of the City of Avondale (including the Fire Marshall's office), the Maricopa County Flood Control District, or the Army Corp of Engineers.

xi. *Miscellaneous Surveying Services*. RTW will provide engineering related surveying services including preparation of legal descriptions that are not in the CMAR contract and that are requested by the City of Avondale; not exceeding the estimated contract amendment amount. Services provided by RTW will exclude field engineering services (including surveying) that are to be provided by Pierson Construction, as detailed in their construction contract with the City of Avondale, including the requirements of Specification 01010.

xii. *Permits, Easements and Approvals*. RTW will provide engineering services as requested by the City of Avondale associated with obtaining approvals of construction from the Maricopa County Environmental Services Department, the Maricopa County Department of Transportation, impacted departments of the City of Avondale (including the Fire Marshall's office), the Maricopa County Flood Control District, or the Army Corp of Engineers.

RTW Project Numbers 7311 and 7312

xiii. Additional Construction Management Services

Week ending	Estimated Service[1]
7/25/06	MAPM
8/2/06	2 WCD'S, MAPM
8/10/06	WCD
9/2/06	WCD, 2 RFI'S, MAPM

[1] WCD – Work Change Directives RFI – Request for Information Sub – Submittal
MAPM – Meeting, Agenda, Prepare Minutes

Week ending	Estimated Service[1]
9/10/06	3 WCD'S, 11 RFI'S,3 SUB's
9/18/06	6 WCD'S, 8 RFI'S,MAPM
9/25/06	5 WCD'S, 8 RFI'S, 2 SUB's
10/2/06	4 WCD'S, 2 MAPM's, 1RFI, 5 SUB's
10/10/06	6 RFI'S, 4 SUB's
10/18/06	WCD, MAPM
10/25/06	1 RFI
11/2/06	2 WCD'S, 3 RFI'S,MAPM, 3 SUB's
11/10/06	2 SUB's
11/18/06	WCD, 3 RFI'S, MAPM, 4 SUB'S
12/2/06	WCD, MAPM, 2 SUB's
12/10/06	MAPM
12/18/06	MAPM
1/10/07	WCD, MAPM

RTW Project Number 7315

xiv. *Refuse Remediation Related Services.* Remediation construction oversight and inspection services shall be provided by and be the sole responsibility of AMEC in accordance with a contract between AMEC and the City of Avondale. Construction services will be provided by Pierson Construction Corporation (PCC). RTW will provide the following additional services:

a. Modify the Backup Force Main design to reflect changes in the construction conditions resulting from remediation of refuse material encountered during construction.
b. Facilitate the activities of the City, the Construction Manager at Risk, and the design team to assist with moving the project forward in a timely and cost efficient manner, as allowed by the site conditions and interactions of the interested parties.
c. Prepare Work Change Directives that reflect the changes described in Item xiii.a. above including modifications to the Backup Force Main drawings
d. Distribute four (4) copies of the Work Change Directive
e. Subcontract with the project geotechnical engineer, Acura, to evaluate the conditions of the site before and after completion of remediation excavation in preparation for providing recommendations for pipe bedding and cover.
f. Review the time and materials pay request(s) from the CMAR contractor for remediation activities

[1] WCD – Work Change Directives RFI – Request for Information Sub – Submittal
MAPM – Meeting, Agenda, Prepare Minutes

EXHIBIT B
TO
THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ROTHBERG, TAMBURINI & WINSOR, INC.

[Fee Estimate]

See following page.

Rothberg,Tamburini & Winsor, Inc.

Professional Engineers and Consultants

PRELIMINARY PROJECT FEE ESTIMATE

PREPARED BY: DGC & JDC

Avondale 4th Street Wastewater Lift Station & Backup FM	PRINCIPAL		SENIOR		SENIOR		SENIOR						WORD									
Amendment No. 3	QA / QC		PROJECT MNGR. II		PROJECT MNGR I		ENGINEER		ENGINEER		CAD OPERATOR		PROCESSING		LABOR		EXPENSES					
ITEMS OF WORK	HOURS	SUB	HOURS	SUB	HOURS	SUB	HOURS	SUB	HOURS	SUB	HOURS	SUB	HOURS	SUB	SUB TOTAL		OUTSIDE	PRINT	CAD	TRAVEL	EXPENSE	LINE ITEM
STANDARD RATES	$170	TOTAL	$165	TOTAL	$157	TOTAL	$115	TOTAL	$78	TOTAL	$95	TOTAL	$52	TOTAL	HOURS	DOLLARS	CONSULTING	COST	@	& MISC	SUBTOTAL	SUBTOTAL
																			$15		10%	
CONSTRUCTION PHASE SERVICES																						
Project No. 7314																						
Task x - Special Inspections																						
Special Inspections	0	$0	3	$495	32	$5,024	0	$0	0	$0	4	$380	0	$0	39	$5,899	$3,500	$14	$60	$154	$4,101	$10,000
Contingency	0	$0	2	$330	25	$3,925	0	$0	0	$0	6	$570	0	$0	33	$4,825	$0	$69	$90	$0	$175	$5,000
SubTotal	0	$0	5	$825	57	$8,949	0	$0	0	$0	10	$950	0	$0	72	$10,724	$3,500	$83	$150	$154	$4,276	$15,000
Task xi - Miscellaneous Surveying Services	0	$0	2	$330	13	$2,041	0	$0	0	$0	8	$760	0	$0	23	$3,131	$1,500	$29	$120	$50	$1,869	$5,000
SubTotal	0	$0	2	$330	13	$2,041	0	$0	0	$0	8	$760	0	$0	23	$3,131	$1,500	$0	$120	$50	$1,869	$5,000
Task xii - Permits, Easements and Approvals	0	$0	5	$825	50	$7,850	0	$0	0	$0	10	$950	0	$0	65	$9,625	$0	$66	$150	$125	$375	$10,000
SubTotal	0	$0	5	$825	50	$7,850	0	$0	0	$0	10	$950	0	$0	65	$9,625	$0	$0	$150	$125	$375	$10,000
Project No's. 7311 & 7312																						
Task xiii - Additional Construction Mgmt. Services	0	$0	0	$0	186	$29,202	0	$0	0	$0	0	$0	0	$0	186	$29,202	$0	$0	$0	$0	$0	$29,202
SubTotal	0	$0	0	$0	186	$29,202	0	$0	0	$0	0	$0	0	$0	186	$29,202	$0	$0	$0	$0	$0	$29,202
Project No. 7315																						
Task xiv - Refuse Remediation Related Services	2	$340	4	$660	72	$11,304	0	$0	0	$0	3	$285	0	$0	81	$12,589	$2,500	$88	$45	$400	$3,336	$15,925
SubTotal	2	$340	4	$660	72	$11,304	0	$0	0	$0	3	$285	0	$0	81	$12,589	$2,500	$88	$45	$400	$3,336	$15,925
TOTAL FEE	2	$340	16	$2,640	378	$59,346	0	$0	0	$0	31	$2,945	0	$0	427	$65,271	$7,500	$219	$465	$729	$9,856	$75,127

CITY COUNCIL REPORT

SUBJECT:
Approval of Amendment No. 2 - URS Corp. - Design and Construction Management Services for Well 23

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Steve Ruppenthal, Water Resources - 333-4433

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 2 to the design contract with URS Corporation to provide additional construction management services for the Well 23 project in an amount not to exceed $27,695 for a revised contract amount of $222,931; authorize the transfer of $27,695 from Line Item No. 514-1136-00-8520 (abandon well No. 2) to Line Item No. 514-1073-00-8520 (Well No. 23) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Approval of Amendment No. 2 to URS Corp. Professional Service Contract will provide Design and Construction Management Services. Well 23 is located within the Donetella residential subdivision, on the southeast corner of Encanto Blvd. and 119th Avenue (refer to vicinity map). Upon completion, the well will serve as an additional water supply well for the northeast area. On January 20, 2004 City Council awarded a professional service contract to URS Corporation to provide design and construction management services for this project. The scope of services included oversight of the abandonment of the irrigation well, design of the well, assistance with the bidding process, construction oversight and staff training. Council approved Amendment No. 1 to this agreement on July 5, 2005. Amendment No. 1 included revisions to the chlorination system, the control building located on site, additions to the paving design and revisions to the nitrate monitoring (required by Maricopa County Environmental Services). The construction portion of the project was awarded to The Weber Group in late 2006. The project is expected to be completed in the first quarter of 2007.

DISCUSSION:

Additional tasks have been required of URS which fall outside the original scope of services. These services include:

- Staff required the consultant to further investigate the need for fire suppression equipment within the Chlorine room/electrical equipment shared use structure.
- Amendments to the on-site generation equipment resulted in additional shop drawing reviews, not included in the original scope of services.
- The duration of the project has extended beyond what was originally expected. These delays stem from directives by Maricopa County Environmental Services regarding the nitrate monitoring equipment and additional evaluation by the Fire Marshal regarding the potential need for a fire suppression system for the on-site structure. These delays were not anticipated at the onset of the project and, thus were not accounted for when the original scope was developed.

Revised Schedule:

Start construction	November 20, 2005
Construction - Substantial completion	April 15, 2007
Construction - Final acceptance	June 15, 2007

BUDGETARY IMPACT:

Upon approval, funds will be transferred in the amount of $27,695 from Line Item No. 514-1136-00-8520 (Well No. 2 abandonment) to Line Item No. 514-1073-00-8520 (Well 23) to fund this amendment.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the design contract with URS Corporation to provide additional construction management services for the Well 23 project in an amount not to exceed $27,695 for a revised contract amount of $222,931; authorize the transfer of $27,695 from Line Item No. 514-1136-00-8520 (abandon well No. 2) to Line Item No. 514-1073-00-8520 (Well No. 23) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Amendment

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of January 16, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and URS Corporation, a Nevada corporation (the "Contractor").

RECITALS

A. The City and the Contractor entered into that certain Professional Services Agreement dated January 20, 2004, as amended by that certain First Amendment to Professional Services Agreement dated as of July 5, 2005 (as amended, the "Agreement"), for design and construction services for Well 23.

B. The City has determined that additional services by the Contractor are necessary to complete the project (the "Additional Services").

C. The City and the Contractor desire to enter into this Second Amendment to provide for the Additional Services and extend the term.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Contractor hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement shall be extended until June 15, 2007.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in Amendment No. 2, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Contractor's total compensation under the Agreement shall be increased by no more than $27,695.00 as consideration for the Additional Services as set forth in Exhibit A.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

6. Conflict of Interest. This Second Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Contractor**"

URS CORPORATION,
a Nevada corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of URS CORPORATION, a Nevada corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

[Amendment No. 2]

See following page.

AMENDMENT No. 2
CITY OF AVONDALE
WATER RESOURCES DEPARTMENT
WELL 23 DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

Scope of services

- Submittal review: Additional man-hours required to review shop submittals. The number of submittals has increased from 5 to 15
- Construction Inspections: Additional inspections have been requested based on modifications to the construction plans.
- Project Coordination: Additional meeting are required with the Fire Department to coordinate fire sprinkler requirements.
- Nitrate Monitoring: Consultant will draft final report regarding "In-line Nitrate Analyzer" to Maricopa County Environmental Services. Consultant will be required to summarize startup observations and water quality results in written report to Maricopa County.
- Labor Cost: There has been a 5% labor cost increase since the project began in 2004.
- Time Extension: Revised completion date shall be June 15, 2007

Lump sum project cost:

Scope of services shall not exceed $27,695

Original Contract amount:	$168,558
Amendment 1:	$ 26,678
Amendment 2:	$ 27,695
Project total:	$222,931

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Fluoresco Lighting and Signs Industries - Lighted Street Name Signs Replacement

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, 623.333.4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a Professional Services Agreement to Fluoresco Lighting and Signs Industries (Fluoresco) to manufacture and install lighted street name signs at four (4) intersections in the City in the amount of $91,265 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Council directed staff to implement a new, larger street name sign standard on new traffic signal projects; and proceed with a Lighted Street Name Sign Replacement Program for existing traffic signals. As a result, funds were identified to replace lighted street name signs at four (4) intersections per year for the next five (5) years.

DISCUSSION:

Historically, Avondale's lighted street name signs have been a 3' x 8' sign mounted in the center of the signal mast arm. The new larger standard includes a 4' x 10' sign installed on the right side of the signal pole with larger lettering. This project will install new larger lighted street name signs to replace the smaller existing signs.

The following four (4) intersections are scheduled to be replaced this year:

- Avondale Boulevard & Van Buren Street
- Avondale Boulevard & Durango Street (completes Avondale Boulevard Corridor)
- McDowell Road & 103rd Avenue (completes area of new construction)
- McDowell Road & 101st Avenue (currently underway on McDowell Road)

The project also includes removing old signs and brackets; and plugging the holes to repair the mast arms back to their original condition.

PROCUREMENT PROCESS:

Fluoresco is the manufacturer of the City of Avondale's lighted street name signs. In order to maintain consistency in materials, and parts and style, staff recommends a sole source purchase through Fluoresco. Research confirms that no other vendor manufactures and installs the type of lighted street name signs that meet the City's new larger size and standard. A price quote was obtained from Fluoresco for the equipment needed in the amount of $91,265.

SCHEDULE:

The Engineering Department anticipates issuing a Purchase Order immediately upon Council's approval of a contract award. Fluoresco estimates the installation of the signs to be complete by May 31, 2007.

BUDGETARY IMPACT:

This amount, $91,265, is budgeted in the Traffic Engineering Division Operating Budget Line Item No. 201-5925-00-7690.

RECOMENDATION:

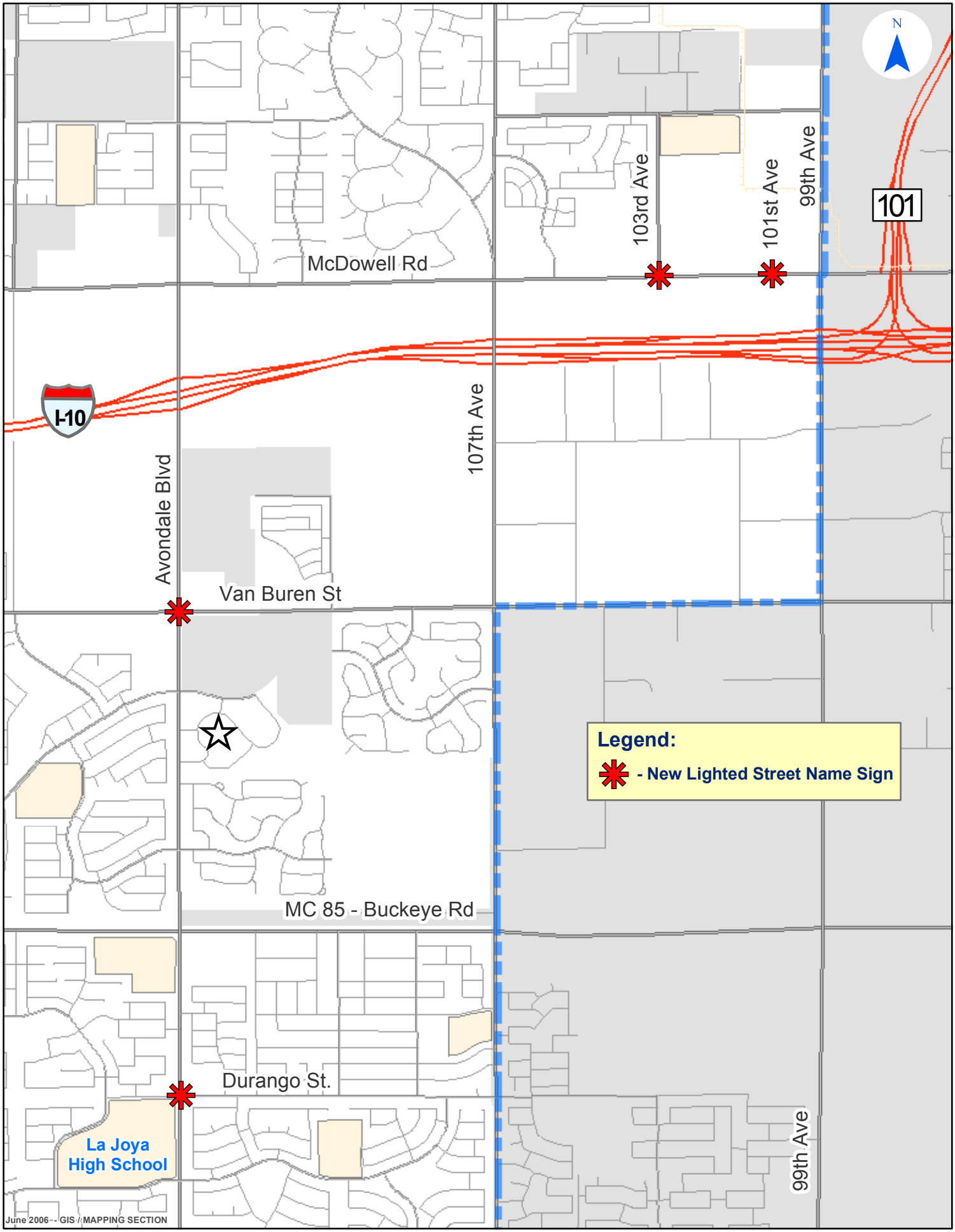
Staff recommends that the City Council award a Professional Services Agreement to Fluoresco Lighting and Signs Industries (Fluoresco) to manufacture and install lighted street name signs at four (4) intersections in the City in the amount of $91,265 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Sole Source Application
- Professional Services Agreement

VICINITY MAP



CITY OF AVONDALE

New Lighted Street Name Signs

SOLE SOURCE JUSTIFICATION FORM

This form must be provided with all sole source procurement requests. Please provide detailed information on all questions.

1. How was it determined that this commodity or service is a sole source? Provide all documentation relevant to method for sole source determination.

   - Competitive Solicitation Process ___
   - Advertisement of City Need in the City Newspaper of Record ___
   - Formal Request for Information ___
   - Other (Please provide information below describing the method used) X
     The City of Avondale procured special design of lighted street name signs, associated brackets specific for attachment to standard City signals, and structural engineering analysis on the custom design for the equipment.

2. Why is no other commodity or service suitable to meet your requirements?

   - Not compatible with existing equipment. Please provide additional details.
     There is no other equipment on the market that is compatible with the City's standards for lighted street name signs, nor with bolt connections to attach to the City's standard traffic signal mast arm and poles. There are very few manufacturers that will make a 4' x 10' lighted street name sign. Only Fluoresco has custom-designed the box unit and the bolt connections to attach the larger signs to City specialty decorative signal poles.

   - Request is for testing purposes. Please describe what this basis for the tests and benefit to the City expected. (Sole source requests for testing purposes do not substantiate a sole source for additional requirements.)

   - Unique knowledge or skills. Please provide specific information that describes why this knowledge or skill is considered unique.

   - Void's warranty or guarantee. What is the duration of the warranty or guarantee and what terms require approval of this sole source request?

3. Does this request represent a mandate from the state or federal government?
   Yes: __ No: X

   If yes, please describe the mandate. _____

4. What are the consequences of not approving the sole source request?
   The City will have to go out for competitive bid and will not receive any responses. There are no other vendors that manufacture signs per the City's current standard, nor the mounting brackets specially manufactured to meet City decorative signal poles. In addition, the City will have to pay to have custom-made bolts designed and pay for their engineering structural analysis, which Fluoresco already did.

5. What negative consequences will result by formally bidding this requirement?
   Loss of time and staff resources, searching for vendors again that will manufacture 4' x 10' street name signs and ones that will agree to custom-design the bolt connections.

6. What is the estimated cost of this request? $91,265.00

7. How was the cost determined to be fair and reasonable? Price quote was obtained for the estimated work and presented to Council in a workshop session. Council agreed to the cost estimate and approved a replacement program that adopts the new 4' x 10' lighted street name signs and installing them citywide over a period of 4 years. Cost estimate at time proposed project went to Council was for $80,000, and did not include additional work of removing old brackets, plugging holes and replacing conflicting support posts in a few locations. This additional work was found to be fair and reasonable based on previous work the vendor provided to the City, and brings the total to $91,265.

8. Is this request a one time requirement or is the requirement ongoing into future years?
   One Time: __ Ongoing: X

   If ongoing, are there a definite number of ongoing years? Currently, the replacement program is for 4 years, however if the City takes over traffic signals from Maricopa County or Arizona Department of Transportation, additional signs may have to be procured to upgrade those existing traffic signals to bring the lighted street name signs to City standards.

9. What other costs will be incurred with this request? Please take into consideration annual maintenance, upgrades in future years, and other request-specific factors.
   Repair and maintenance are already been included in existing Traffic Engineering budget.

10. Was this request budgeted for in the current or next fiscal year's budget?
    Current: X Next __

11. Will approval of this request increase future budget requests from your department?
    Yes: X No: __

    If yes, what is the estimated amount of the increase? $15,000, due to the additional work as described above.

What other methods of fulfilling this requirement have been explored? Traffic Engineering staff has contacted other sign manufacturers and has either received no response or the response has been that they do not or cannot manufacture the required types of equipment.

Department Head Approval

Finance Department Approval

City Manager Approval (if over $25,000.00)

I:\Engineering\Traffic\Traffic\Signal System\Lighted SN Signs\Sole Source Justification Form-Fluoresco.doc

Since 1961
FLUORESCO
LIGHTING & SIGNS
ARIZONA CALIFORNIA NEVADA

PHOENIX
(602) 276-0600
3000 E. Chambers
Phoenix, Arizona 85040
Fax (602) 470-1313

December 29, 2006

Ms. Kelly LaRosa
City of Avondale – Traffic Engineer
11465 W. Civic Center Dr., Ste. 120
Avondale, AZ 85323

RE: 4 Intersections for Illuminated Street Name Signs

Ms. LaRosa:

Here is the pricing that you have requested for the intersections listed below:

•**Avondale & Van Buren** – Fabricate and install (4) 4' x 10' illuminated street name signs with flag mount brackets at $5487.00 each - **$21948.00**
Remove (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at $400.00 each - **$ 1600.00**

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Relocate support (1) support posts and plug the holes in the mast arm - **$ 740.00**
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If you have any other questions or need further information, please feel free to contact us at 602-276-0600. Thank you for the opportunity to work with you.

Sincerely,

Gary Gryder

Gary Gryder
Vice President of Sales and Lighting

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Fluoresco Lighting-Sign Maintenance Corp., an Arizona corporation (the "Consultant").

RECITALS

A. Pursuant to Section 25-23 of the City Code, the City may directly select firms to perform certain services.

B. The City desires to enter into this Agreement with the Consultant to provide fabrication and installation of illuminated street signs (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 31, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $91,265.00 for the Services, as set forth in Exhibit A.

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

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are

expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

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

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

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Fluoresco Lighting-Sign Maintenance Corp. 3000 East Chambers Phoenix, Arizona 85040 Facsimile: 602-470-1313 Attn: Gary Gryder

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

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

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

FLUORESCO LIGHTING-SIGN MAINTENANCE CORP., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of FLUORESCO LIGHTING-SIGN MAINTENANCE CORP., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.

[Scope of Work]

See following pages.

Since 1961
FLUORESCO
LIGHTING & SIGNS
ARIZONA CALIFORNIA NEVADA

PHOENIX
(602) 276-0600
3000 E. Chambers
Phoenix, Arizona 85040
Fax (602) 470-1313

December 29, 2006

Ms. Kelly LaRosa
City of Avondale – Traffic Engineer
11465 W. Civic Center Dr., Ste. 120
Avondale, AZ 85323

RE: 4 Intersections for Illuminated Street Name Signs

Ms. LaRosa:

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If you have any other questions or need further information, please feel free to contact us at 602-276-0600. Thank you for the opportunity to work with you.

Sincerely,

Gary Gryder

Gary Gryder
Vice President of Sales and Lighting

DEVELOPMENT SERVICES

SUBJECT:
Final Plat Amendment - Gateway Crossing (FP-06-13)

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: David Fitzhugh, Interim Development Services Director (623) 333-4013

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat Amendment approval for "Gateway Crossing"

PARCEL SIZE: 26.2 acres

LOCATION: Southwest corner of McDowell Road and 99th Avenue (See Exhibits A and B)

APPLICANT: Mr. Douglas Baker, RBF Consulting

OWNER: Raintree Pad 2, LLC

BACKGROUND:

The property was annexed on March 17, 1986 and zoned AG (Agricultural). It was rezoned to PAD (Planned Area Development) on April 18, 1988. On August 15, 2005 the City Council approved a new development plan to establish the permitted uses and required development standards. The new development plan included a pedestrian oriented shopping center with retail and restaurant uses. On November 21, 2005 the City Council approved a site plan for a 245,568 square feet of retail shopping for the subject property subject to fifteen stipulations. On December 13, 2005, City Council approved the final plat for FP-05-17 Gateway Crossing subject to four stipulations (Exhibit D). Subsequent to approval, it was discovered that Lot 10 did not match the actual position of the City well site. Lot 10 needed to be rotated 90-degrees on the plat in order to match the actual orientation of the well site existing. It was also discovered that the City, as owner of Lot 10, was left off of the final plat dedication and acknowledgement.

SUMMARY OF REQUEST:

This is a request to amend an approved and recorded final plat by rotating the orientation of Lot 10 ninety-degrees, by adding the City of Avondale to the Dedication as an owner of Lot 10, by adding a signature and acknowledgement for the City to sign as an owner, and by adding "Amended" to the name of the final plat.

PARTICIPATION:

Public notification and hearing is not required for final plats.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

- The proposed commercial final plat amendment is consistent with the final plat approved by City Council and recorded except for the required corrections.
- The proposed commercial plat is consistent with the approved Gateway Crossing PAD development plan.

The proposed commercial final plat is consistent with the layout and position of the City Well site, Lot 10, in Gateway Crossing.

FINDINGS:

The proposed plat meets the following findings with stipulations:

- It is consistent with the Gateway Crossing PAD zoning.
- It is consistent with the master site plan.
- It is in conformance with the Avondale Subdivision Regulations, Freeway Corridor Specific Plan and the Zoning Ordinance.

RECOMMENDATION:

Staff recommends that the City Council APPROVE the proposed final plat subject to the following stipulations: The recorded plat shall be in conformance with the final plat date stamped January 17, 2007.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application FP-06-13, a request for final plat amendment approval, subject to the one stipulation recommended by staff.

ATTACHMENTS:

Click to download

- Exhibits A through E

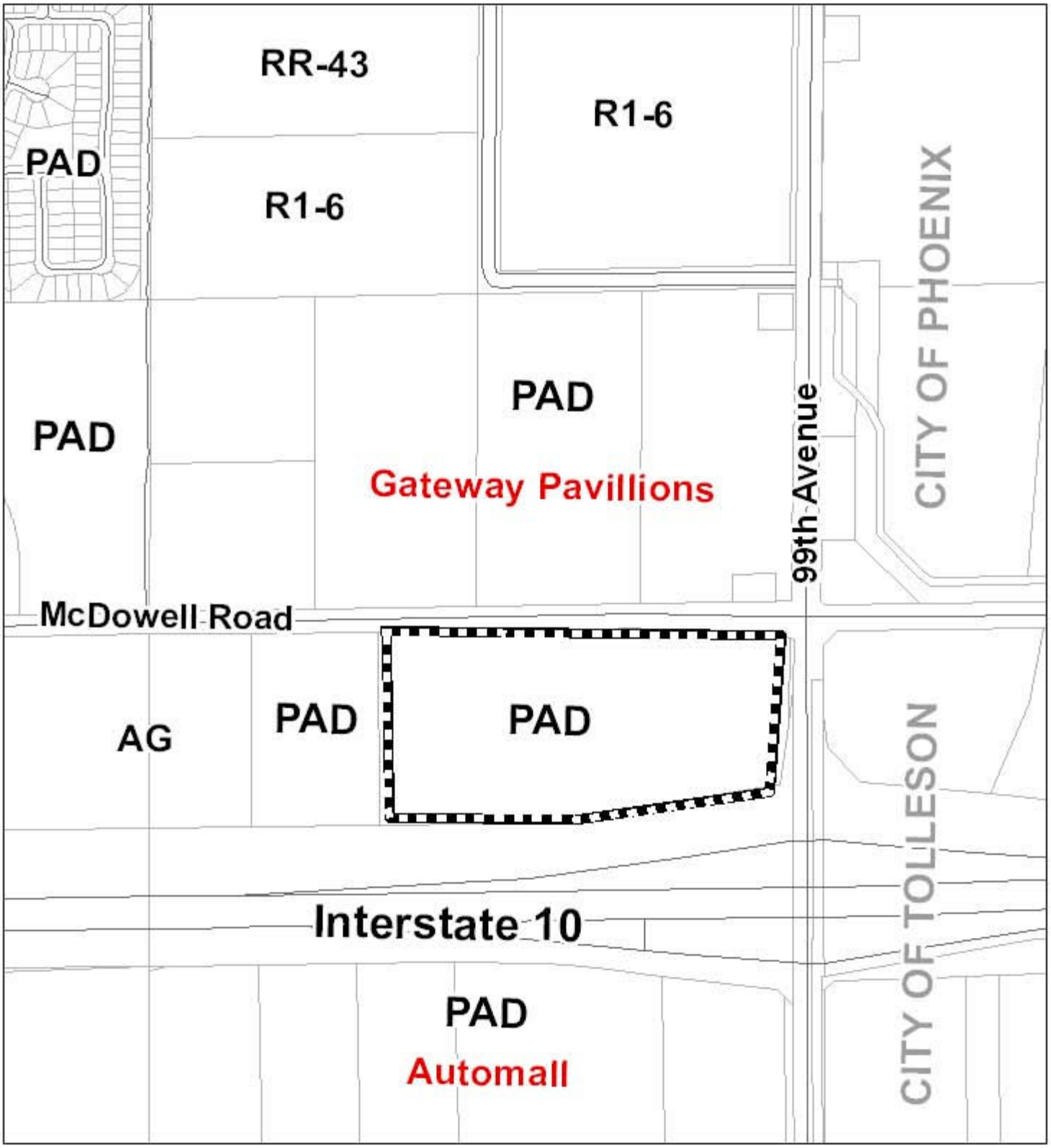
FULL SIZE COPIES (Council Only):

Enclosed

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A



Zoning Vicinity Map
FP-06-13

Avondale

Subject Property

Exhibit B

Aerial Photo 2006
FP-06-13

Avondale

- Subject Site

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION FP-06-13

THE PROPERTY	
PARCEL SIZE	26.2 acres
LOCATION	Southwest corner of McDowell Road and 99th Avenue
PHYSICAL CHARACTERISTICS	Flat, with frontage on McDowell, U.S. I-10 and 99th Avenue.
EXISTING LAND USE	Multi-tenant retail and restaurants
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	Annexed into the City March 17, 1986 and zoned AG (Agricultural). Rezoned to PAD April 18, 1988. New master site plan approved August 15, 2005. Final Site Plan for 245,568 multi-tenant retail and restaurants approved November 21, 2005.
DEVELOPMENT AGREEMENT	None.

SURROUNDING ZONING AND LAND USE	
NORTH	PAD - Gateway Pavilions
EAST	Commercial Retail - City of Tolleson
SOUTH	U.S. I-10
WEST	PAD – Avondale Park Plaza (vacant)

GENERAL PLAN
The property is designated as Freeway Commercial on the General Plan Land Use Map.

STREETS	
McDowell Road	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Three travel lanes, curb and gutter, 8' detached sidewalk, street lights and landscaping.
Standard half street improvements	Three travel lanes, half the landscaped median, curb and gutter, 8' detached sidewalk, street lights, bike lane and landscaping.

Exhibit C

99th Avenue	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Three travel lanes, half the landscaped median, curb and gutter, 8' detached sidewalk, street lights, bike lane and landscaping.
Standard half street improvements	Three travel lanes, half the landscaped median, curb and gutter, 8' detached sidewalk, street lights, bike lane and landscaping.

UTILITIES
A 12-inch waterline exists in McDowell Road across the entire width of the subject property's McDowell Road frontage. A 12-inch waterline exists in 99th Avenue across the entire width of the subject property's 99th Avenue frontage. A 15-inch wastewater line exists in McDowell Road across the entire width of the subject property's McDowell Road frontage. A City well exists on Lot 10.

City of Avondale

Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6806
Phone: (623) 478-3330
Fax: (623) 478-3824
Website: www.avondale.org

December 13, 2005

Mr. Douglas Baker
16605 North 28th Avenue, Suite 100
Phoenix, Arizona
85053

RE: Gateway Crossing, Case FP-05-17
Proceed to City Council

Dear Mr. Baker:

I am pleased to inform you that on December 12, 2005 the City Council approved Case FP-05-17, a final plat for Gateway Crossing, subject to the following stipulations:

1. The recorded plat shall be in conformance with the final plat date stamped November 23, 2005, except as modified by these stipulations.

2. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat as required by the PAD zoning.

3. Covenants, conditions and restrictions (CC&Rs) shall be recorded for the site prior to the issuance of the first certificate of occupancy for the shopping center site.

4. The plat shall be revised prior to recordation to show the future cross access easement that is to be dedicated by separate instrument.

A copy of the approved plat is enclosed. In addition, staff was recently informed by SRP that the PUE proposed within their easement at the southwest corner of 99th Avenue and McDowell Road is unacceptable. Please revise the plat to ensure that the PUE is routed around the SRP easement. If you have any specific questions or concerns regarding this issue, please contact Mike Smith at 623-478-3280.

Please contact Linda Herring in the Engineering Department at 623.478.3277 concerning the recordation process. If you should have any questions regarding the final plat approval, please contact me at 623.478.3337. It has been a pleasure to assist you with this project.

Sincerely,

Anna Bertanzetti
Senior Planner

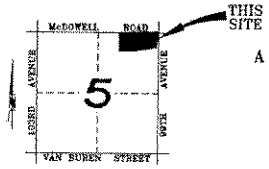
Enclosure: FP-05-17 (Approved By Council)

CC: Mike Smith, Engineering Department
Ken Sowers, Planning and Building Services Department
File FP-05-17, Correspondence File

Exhibit E

GATEWAY CROSSING AMENDED

A REPLAT OF GATEWAY CROSSING AS RECORDED AT BOOK 829, PAGE 46 M.C.R.
A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
OWNER: RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY (LOT 1 THRU 9)
OWNER: CITY OF AVONDALE (LOT 10)



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 5 MONUMENTED BY BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 5 MONUMENTED BY A BRASS CAP IN HAND HOLE, BEARS AS A BASIS OF BEARING SOUTH 88°44'57" WEST, A DISTANCE OF 2634.19 FEET;

THENCE SOUTH 00°23'08" EAST, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 89°36'41" WEST, A DISTANCE OF 39.98 FEET;

THENCE SOUTH 07°07'31" WEST, A DISTANCE OF 382.33 FEET;

THENCE SOUTH 88°57'51" WEST, A DISTANCE OF 56.51 FEET;

THENCE SOUTH 80°16'01" WEST, A DISTANCE OF 837.96 FEET;

THENCE SOUTH 80°16'09" WEST, A DISTANCE OF 22.14 FEET;

THENCE SOUTH 88°57'56" WEST, A DISTANCE OF 707.96 FEET;

THENCE NORTH 00°16'45" WEST, A DISTANCE OF 801.71 FEET;

THENCE NORTH 88°44'57" EAST, A DISTANCE OF 1703.77 FEET TO THE POINT OF BEGINNING.

ERROR OF CLOSURE

1: 1,618,120

NOTES

1. THE PUBLIC UTILITY EASEMENT (P.U.E.) WHICH IS SHOWN HEREON IS CONVEYED TO THE PUBLIC TO CONSTRUCT, REPAIR, RECONSTRUCT, OPERATE, MAINTAIN AND USE WATER LINES, SEWER LINES, AND OTHER UTILITY LINES WITHIN SUCH EASEMENT. THE WATER LINE EASEMENT WHICH IS SHOWN HEREON IS CONVEYED TO THE CITY OF AVONDALE TO CONSTRUCT, REPAIR, RECONSTRUCT, OPERATE, MAINTAIN AND USE WATER LINES WITHIN SUCH EASEMENT.

2. THIS SUBDIVISION LIES WITHIN THE CITY OF AVONDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

4. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO PUBLIC UTILITIES AND WOOD, LANDSCAPING, WIRE OR REMOVABLE SECTION TYPE FENCING.

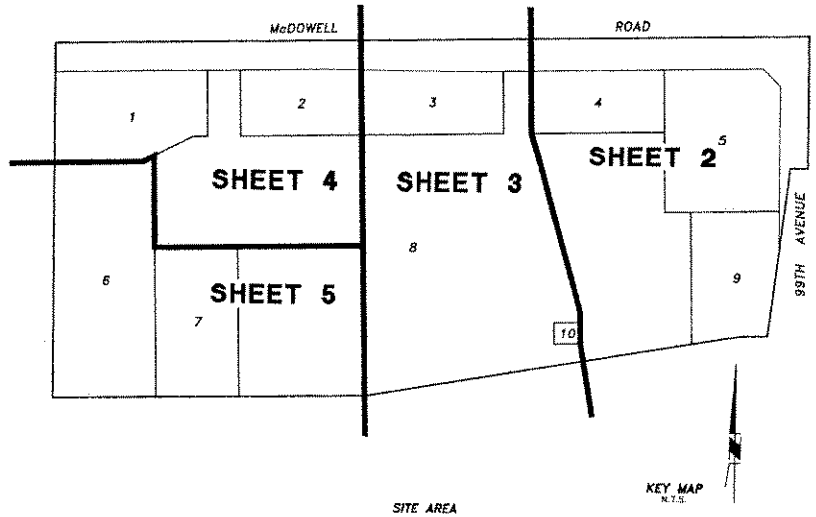
5. MAINTENANCE OF THE PRIVATE COMMON DRIVEWAYS, ADJACENT LANDSCAPING AND LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT OF WAY, AND COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

6. EXCEPT FOR THE PRIVATE COMMON DRIVEWAYS ESTABLISHED BY THE OWNERS, ADDITIONAL DIRECT ACCESS TO THE PUBLIC STREETS SURROUNDING GATEWAY CROSSING AMENDEDS SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL PARCEL OWNER. THE EXACT LOCATION OF SUCH ACCESS SHALL BE SUBJECT TO ALL CITY OF AVONDALE, COUNTY, STATE OR OTHER APPLICABLE DESIGN STANDARDS AND SHALL BE DETERMINED DURING THE CITY OF AVONDALE'S SITE PLAN APPROVAL.

7. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

8. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

9. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.



KEY MAP
N.T.S.

SITE AREA

AREA: 1,272,715 SQUARE FEET OR 29.2175 ACRES

BASIS OF BEARING

BEING THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 5 TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, CONSIDERED TO BEAR SOUTH 88°44'57" WEST, A DISTANCE OF 2634.19 FEET, FROM A BRASS CAP IN HANDHOLE AT THE NORTHEAST CORNER OF SECTION 5, TO A BRASS CAP IN HAND HOLE AT THE NORTH QUARTER CORNER OF SECTION 5.

LOT AREAS

LOT	SQUARE FEET	ACREAGE
LOT 1	65,578	1.5078
LOT 2	40,367	0.9267
LOT 3	45,842	1.0526
LOT 4	41,688	0.9568
LOT 5	82,650	1.8974
LOT 6	122,145	2.8041
LOT 7	64,576	1.4824
LOT 8	619,242	14.2158
LOT 9	54,502	1.2512
LOT 10	3,000	0.0689
TOTAL	1,139,700	26.1641

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2006, AND THAT THE PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AND OR WILL BE LOCATED AS SHOWN HEREON.

31034 DAVID M. SCHLIEF ARIZONA U.S.A.

DAVID M. SCHLIEF R.L.S. #31034 — DATE 11-30-06

OWNER/DEVELOPER

CONTACT: JOE WALTERS
COMPANY NAME: RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ADDRESS: 2842 ROE LANE, SUITE 200
KANSAS CITY, KS 66103
PHONE: (913)262-6665
FAX: (913)262-1633

RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION
16605 NORTH 28th AVENUE, SUITE 100
PHOENIX, ARIZONA 85053 7850
602.467.2200 • FAX 602.467.2201 • www.RBF.com

SURVEYOR

DAVID M. SCHLIEF, R.L.S.
RBF CONSULTING
16605 N. 28TH AVENUE, SUITE 100
PHOENIX, AZ 85053
PHONE: (602) 467-2200
FAX: (602) 467-2201

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA

KNOW ALL BY THESE PRESENTS:
THAT RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 1-9 AND CITY OF AVONDALE, AS OWNER OF LOT 10 HAVE SUBDIVIDED UNDER THE NAME OF GATEWAY CROSSING AMENDED, A PORTION OF THE NORTHEAST QUARTER, OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS REPLAT FOR SAID GATEWAY CROSSING AMENDED, A SUBDIVISION AND HEREBY DECLARES THAT SAID REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH, RESPECTIVELY, ON SAID REPLAT AND THAT RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND CITY OF AVONDALE, DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON SAID REPLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF: RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 1-9, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED.

RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____ ITS: _____

IN WITNESS WHEREOF: CITY OF AVONDALE, AS OWNER OF LOT 10, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED.

CITY OF AVONDALE,

BY: _____ ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA

ON THIS, THE _____ DAY OF _____, 2007, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER AND ACKNOWLEDGED THAT HE AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF RAINTREE PAD 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA

ON THIS, THE _____ DAY OF _____, 2007, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF CITY OF AVONDALE, AS OWNER OF LOT 10 AND ACKNOWLEDGED THAT HE AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE CITY OF AVONDALE, FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 2007.

_____ MAYOR — DATE

_____ CITY CLERK — DATE

_____ CITY OF AVONDALE ENGINEERING DEPARTMENT — DATE

GATEWAY CROSSING AMENDED
RBF # 45-102368, DATE: 11/30/2006
SHEET 1 OF 5

PLAT

GATEWAY PAVILIONS
BOOK 633, PAGE 09, M.C.R.

McDOWELL ROAD

99TH AVENUE

INTERSTATE 10 FREEWAY

MATCH LINE SEE SHEET 3

99TH AVENUE & McDOWELL, LLC
A.P.N. 101-53-004-J, M.C.R.

NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST GILA & SALT RIVER BASE & MERIDIAN FOUND BRASS CAP IN HAND HOLE POINT OF BEGINNING

EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST GILA & SALT RIVER BASE & MERIDIAN FOUND BRASS CAP IN HAND HOLE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°36'41"W	39.98'
L2	N59°46'24"W	51.62'
L3	N59°46'24"W	62.35'
L4	N88°44'27"E	11.59'
L5	N01°15'33"W	12.00'
L6	N88°44'27"E	11.59'
L7	N01°15'33"W	19.33'
L8	N88°44'27"E	3.00'
L9	N01°15'33"W	9.67'
L10	N88°44'27"E	11.00'
L11	N88°44'27"E	1.00'
L12	N88°44'27"E	12.00'
L13	N01°15'33"W	9.65'
L14	N01°15'33"W	36.00'
L15	N88°44'27"E	34.47'
L16	N01°15'33"W	16.44'
L17	N88°44'27"E	17.00'
L18	N01°15'33"W	4.44'
L19	N88°44'27"E	5.47'
L20	N01°15'33"W	24.00'
L21	N01°15'33"W	36.00'
L22	N88°44'27"E	15.00'
L23	N01°15'33"W	12.00'
L24	N88°44'27"E	3.00'
L25	N01°15'33"W	24.00'
L26	N88°44'27"E	62.01'
L27	N88°44'27"E	12.01'
L28	N01°15'03"W	13.73'
L29	N88°44'57"E	15.80'
L30	N01°15'33"W	33.21'
L31	N88°44'57"E	15.81'
L32	N01°15'03"W	25.14'
L33	N88°44'57"E	15.50'
L34	N01°15'03"W	12.00'
L35	N88°44'57"E	27.50'
L36	N01°15'03"W	8.00'
L37	N88°44'27"E	30.50'
L38	N01°15'33"W	17.00'
L39	N88°44'27"E	30.51'
L40	N01°15'33"W	13.40'
L41	N88°44'27"E	17.00'
L42	N01°15'33"W	13.40'
L43	N88°44'27"E	19.00'
L44	N01°15'33"W	13.17'
L45	N88°44'27"E	12.00'
L46	N01°15'33"W	13.17'
L47	N88°44'27"E	17.50'
L48	N14°46'24"W	5.82'
L49	N85°30'42"E	18.66'
L50	N85°30'42"E	14.01'

DETAIL A
NOT TO SCALE

DETAIL B
NOT TO SCALE

DETAIL C
NOT TO SCALE

DETAIL D
NOT TO SCALE

LEGEND

- SURVEY MONUMENT (FOUND AS NOTED)
- CORNER OF THIS SUBDIVISION SET 1/2" BAR WITH CAP LS #31034 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDER

SCALE 1" = 40'

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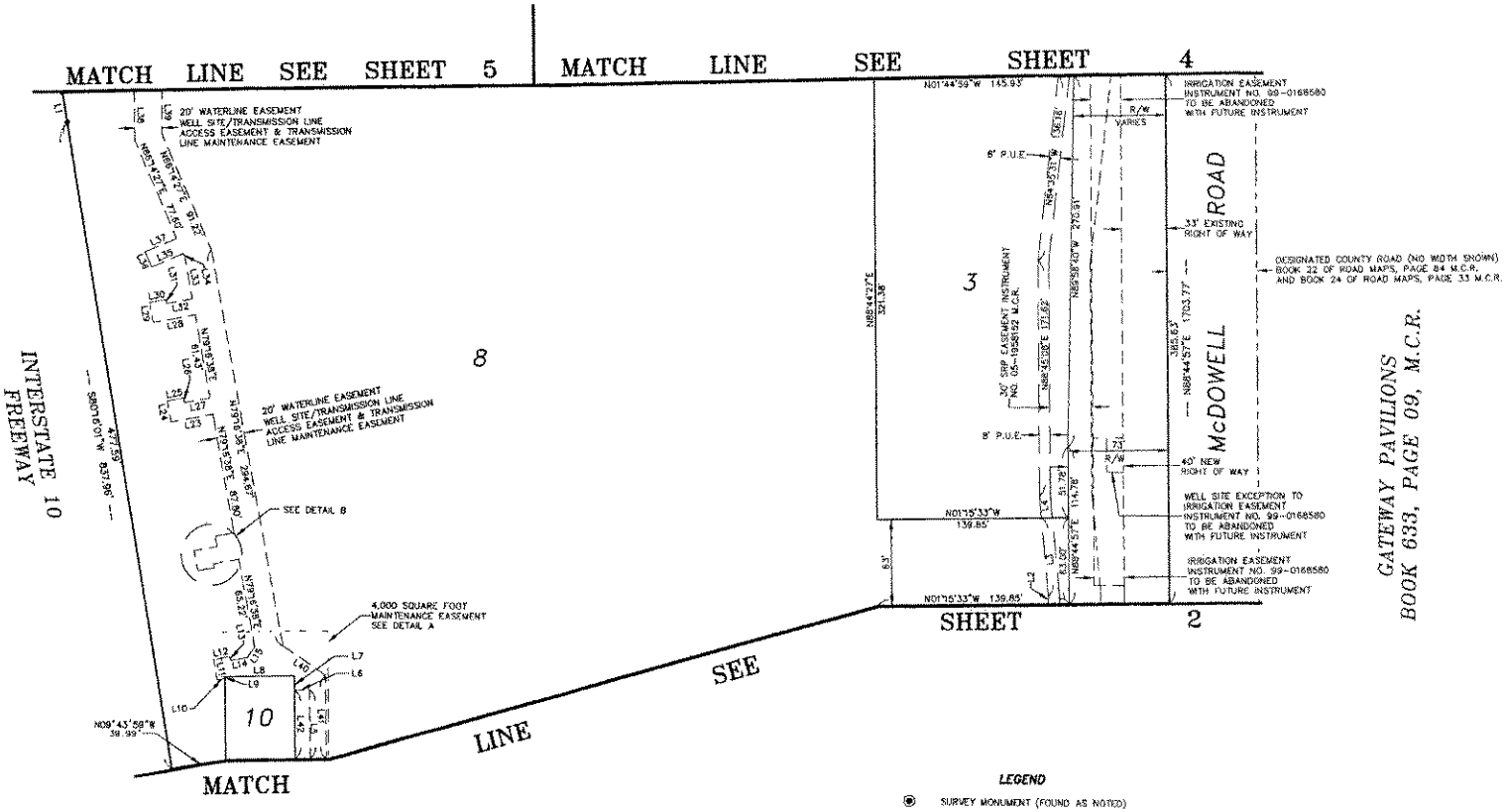
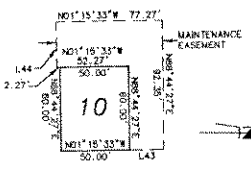
PHOENIX, ARIZONA 85053-7850
602.467.2200 • FAX 602.467.2301 • www.RBF.com

GATEWAY CROSSING AMENDED
RBF # 45-102368, DATE: 11/30/2006
SHEET 2 OF 5

LINE TABLE		
NO.	BEARING	LENGTH
L1	S60°16'08"W	22.14'
L2	N88°44'27"E	5.51'
L3	N84°05'44"E	57.69'
L4	N84°05'44"E	16.27'
L5	N88°44'27"E	50.00'
L6	N01°15'33"W	11.00'
L7	N88°44'27"E	10.00'
L8	N01°15'33"W	50.00'
L9	N88°44'27"E	1.24'
L10	N10°43'22"W	5.74'
L11	N79°16'38"E	15.00'
L12	N10°43'22"W	12.00'
L13	N79°16'38"E	3.00'
L14	N10°43'22"W	12.54'
L15	N55°43'22"W	9.30'
L16	N10°43'22"W	19.00'
L17	N79°16'38"E	3.00'
L18	N10°43'22"W	12.00'
L19	N79°16'38"E	15.00'
L20	N10°43'22"W	17.00'
L21	N79°16'38"E	7.62'
L22	N10°43'22"W	14.00'
L23	N10°43'22"W	31.00'
L24	N79°16'38"E	15.59'
L25	N10°43'22"W	12.00'
L26	N79°16'38"E	3.50'
L27	N10°43'22"W	19.00'
L28	N10°43'22"W	31.00'
L29	N79°16'38"E	15.00'
L30	N10°43'22"W	12.00'
L31	N79°16'38"E	3.00'
L32	N10°43'22"W	19.00'
L33	N79°16'38"E	30.81'
L34	N86°14'27"E	3.31'
L35	N23°45'33"W	24.87'
L36	N86°14'27"E	12.00'
L37	N23°45'33"W	24.87'
L38	N88°44'27"E	36.09'
L39	N88°44'27"E	32.13'
L40	N33°16'38"E	37.49'
L41	N88°44'27"E	60.14'
L42	N88°44'27"E	50.00'
L43	N01°15'33"W	25.00'
L44	N88°44'27"E	33.35'





DETAIL A
NOT TO SCALE

DETAIL B
NOT TO SCALE

LEGEND

- ◉ SURVEY MONUMENT (FOUND AS NOTED)
- • CORNER OF THIS SUBDIVISION SET 1/2" BAR WITH CAP LS #31034 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDER

SCALE 1" = 40'
0 40 80 120

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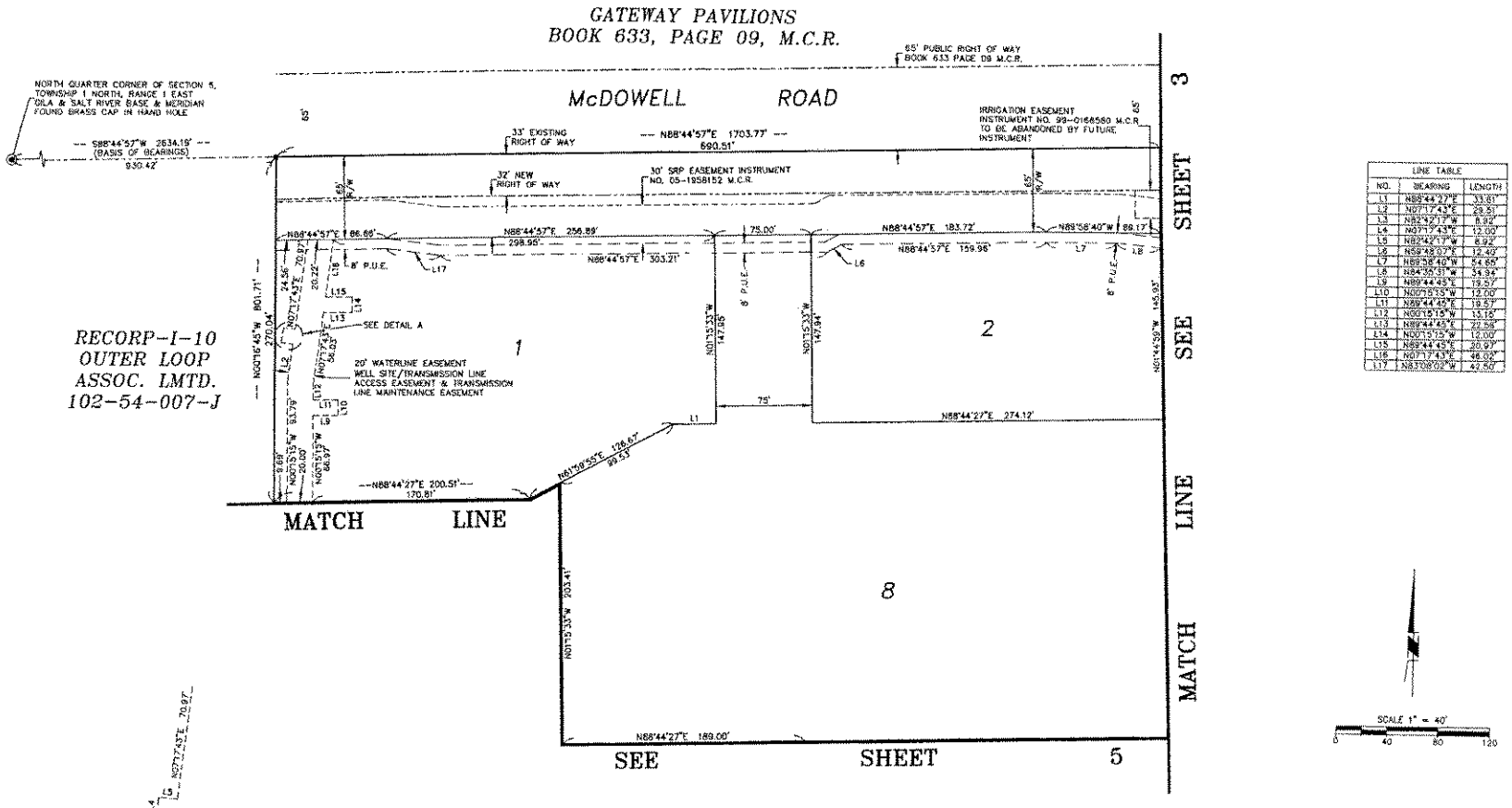
31034 DAVID M. SCHUIEZ

GATEWAY CROSSING AMENDED
RBF # 45-102368, DATE: 11/30/2006
SHEET 3 OF 5



LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°44'27"E	33.61'
L2	N07°17'43"E	29.51'
L3	N82°42'17"W	8.92'
L4	N07°17'43"E	12.00'
L5	N82°42'17"W	8.92'
L6	N59°48'07"E	12.40'
L7	N89°58'40"W	54.66'
L8	N84°35'31"W	34.94'
L9	N89°44'45"E	19.57'
L10	N00°15'15"W	12.00'
L11	N89°44'45"E	19.57'
L12	N00°15'15"W	13.15'
L13	N89°44'45"E	22.58'
L14	N00°15'15"W	12.00'
L15	N89°44'45"E	20.97'
L16	N07°17'43"E	46.03'
L17	N83°08'02"W	42.50'

LEGEND

- ◉ SURVEY MONUMENT (FOUND AS NOTED)
- • CORNER OF THIS SUBDIVISION SET 1/2" BAR WITH CAP LS #31034 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDER

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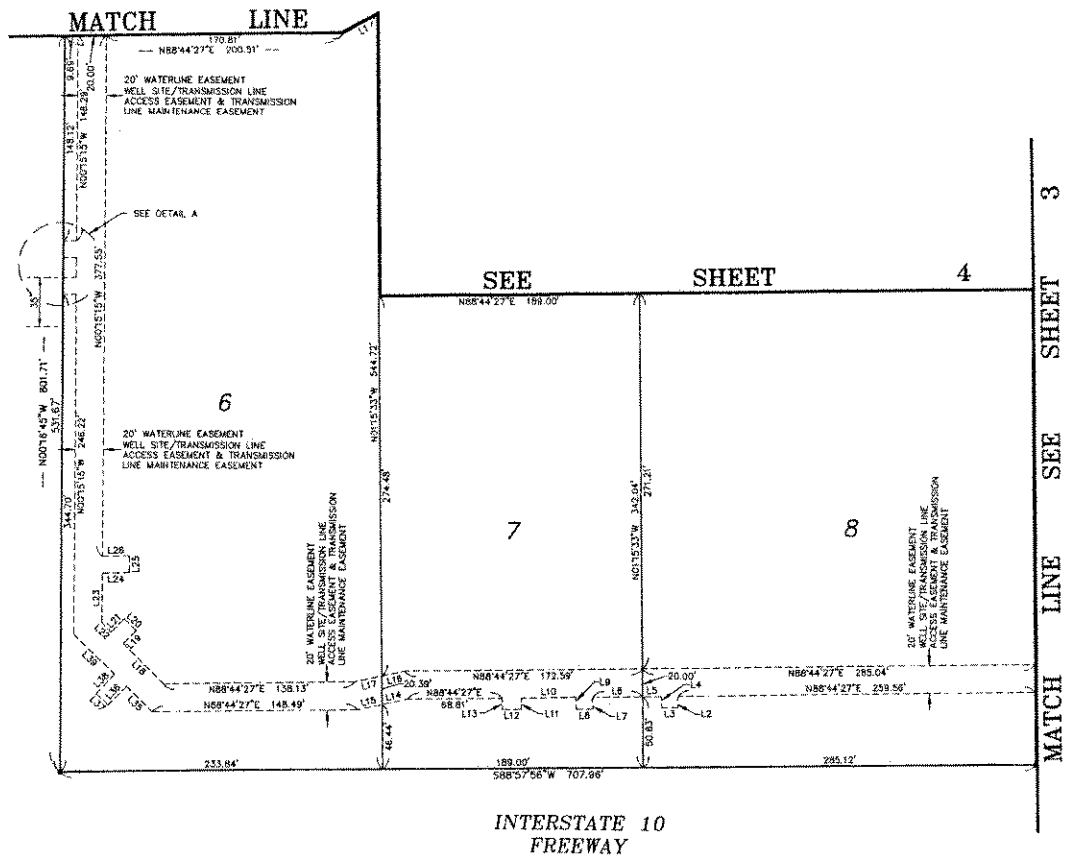
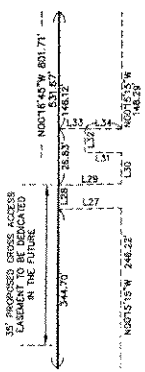
GATEWAY CROSSING AMENDED
RBF # 45-102368, DATE: 11/30/2006
SHEET 4 OF 5

RECORP-I-10 OUTER LOOP
ASSOC. LMTD.
A.P.N. 102-54-007-J, M.C.R.





DETAIL A
NOT TO SCALE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N81°59'55"E	27.14'
L2	N01°15'33"W	6.00'
L3	N88°44'27"E	12.00'
L4	N01°15'33"W	8.00'
L5	N88°44'27"E	13.50'
L6	N88°44'27"E	38.00'
L7	N01°15'33"W	6.50'
L8	N88°44'27"E	12.00'
L9	N01°15'33"W	8.50'
L10	N88°44'27"E	40.31'
L11	N01°15'33"W	6.00'
L12	N88°44'27"E	13.50'
L13	N01°15'33"W	6.00'
L14	N77°29'27"E	18.74'
L15	N77°29'27"E	18.87'
L16	N77°29'27"E	10.71'
L17	N77°29'27"E	20.88'
L18	N45°45'24"W	41.29'
L19	N44°14'36"E	13.05'
L20	N45°45'24"W	12.00'
L21	N44°14'36"E	13.24'
L22	N45°45'24"W	9.34'
L23	N00°15'15"W	35.39'
L24	N88°44'27"E	19.61'
L25	N01°15'33"W	12.00'
L26	N88°44'27"E	19.40'
L27	N88°44'27"E	9.61'
L28	N00°16'45"W	12.00'
L29	N88°44'27"E	9.62'
L30	N00°15'15"W	14.67'
L31	N89°44'45"E	9.50'
L32	N00°15'15"W	12.00'
L33	N89°44'45"E	0.13'
L34	N89°44'45"E	9.50'
L35	N45°45'24"W	26.42'
L36	N44°14'36"E	18.83'
L37	N45°45'24"W	11.00'
L38	N44°14'36"E	18.83'
L39	N45°45'24"W	41.20'

LEGEND

- SURVEY MONUMENT (FOUND AS NOTED)
- CORNER OF THIS SUBDIVISION SET 1/2" BAR WITH CAP LS #31034 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDER

SCALE 1" = 40'
0 40 80 120

31034
DAVID M. SCHLICK
ARIZONA

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
16605 NORTH 28th AVENUE, SUITE 100
PHOENIX, ARIZONA 85053-7550
602.467.2200 • FAX 602.467.2201 • www.RBF.com

GATEWAY CROSSING AMENDED
RBF # 45-102368, DATE: 11/30/2006
SHEET 5 OF 5

DEVELOPMENT SERVICES

SUBJECT:
Final Plat Amendment for Cantada Ranch (FP-06-3)

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Interim Development Services Director (623) 333-1014

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat Amendment for Cantada Ranch (formerly El Mirage Estates)

PARCEL SIZE: 3.66 acres

LOCATION: Lower Buckeye Road and El Mirage Road (Exhibit A and B)

APPLICANT: Ms. Shelby Duplessis, CMX

OWNER: Montalbano Homes

BACKGROUND:

The property was annexed on September 20, 1999 and zoned AG (Agriculture). On March 20, 2000 the Council denied a request to rezone the property from AG to PAD (Planned Area Development). On June 3, 2002, the Council reconsidered the rezoning request and approved the PAD, subject to nine stipulations. The PAD zoning is consistent with the General Plan designation of Medium Density Residential (2.5 to 4 dwelling units per acre). The City Council approved the preliminary plat on May 15, 2003. The final plat was approved on June 20, 2005. The approved final plat provided 251 single-family lots on approximately 73 net acres for a density of 3.41 dwelling units per acre. Three lot sizes were included: · 55' x 110' lots with five and ten foot side yards · 65' x 120' lots with five and ten foot side yard setbacks · 80' x 145' lots with ten foot side yard setbacks The Final Plat is to be completed in two phases. The first phase of the Final Plat included 239 lots. The second phase included an additional 12 lots to be platted on tract S when the offsite flows from irrigation are reduced and the temporary retention basin on tract S is no longer needed.

SUMMARY OF REQUEST:

1. The applicant is requesting to develop Phase II of the approved final plat. The re-plat of tract S will provide an additional 12 lots. Cantada Ranch will ultimately have 251 single-family lots on 73.32 net acres. The net density is 3.42 dwelling units per acre. Lots sizes range from 6,050 to 24,736 square feet with an average lot size of 8,514 square feet. 2. The temporary retention basin, tract S, accommodated a large volume of offsite flows from undeveloped Del Rio Ranch. The development of Del Rio Ranch has reduced the amount of offsite flows, therefore the temporary retention basin is no longer necessary and the applicant may now develop Phase II.

PARTICIPATION:

Public notification and hearing is not required for final plats.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

· The proposed final plat amendment is consistent with the General Plan Land Use designation of Medium

Density Residential, 2.5 to 4 dwelling units an acre, and the existing PAD (Planned Area Development) zoning.

- The proposed plat is consistent with the approved pre-plat for Cantada Ranch.
- The proposed final plat amendment is consistent with the approved Cantada Ranch final plat which included notes regarding Phase II, an additional 12 lots to be platted on tract S when the offsite flows are reduced and the temporary retention basin on tract S is no longer needed. The applicant has revised the CC&R's to include language that incorporates Lots 1-12 and removes tract S.
- The plat meets the requirements of the Subdivision Regulations.

FINDINGS:

- It conforms to the Avondale General Plan.
- It meets the requirements of the approved PAD zoning.
- It conforms to the Subdivision Regulations.
- It is consistent with future Phase II noted on the approved final plat.

RECOMMENDATION:

Staff recommends that the City Council APPROVE the final plat subject to the following stipulation: The recorded plat shall be in conformance with the final plat date stamped January 10, 2007.

PROPOSED MOTION:

I move that the City Council APPROVE Application FP-06-3, a request for final plat approval for Cantada Ranch, subject to the one stipulation recommended by staff.

ATTACHMENTS:

Click to download

- Exhibits A-E

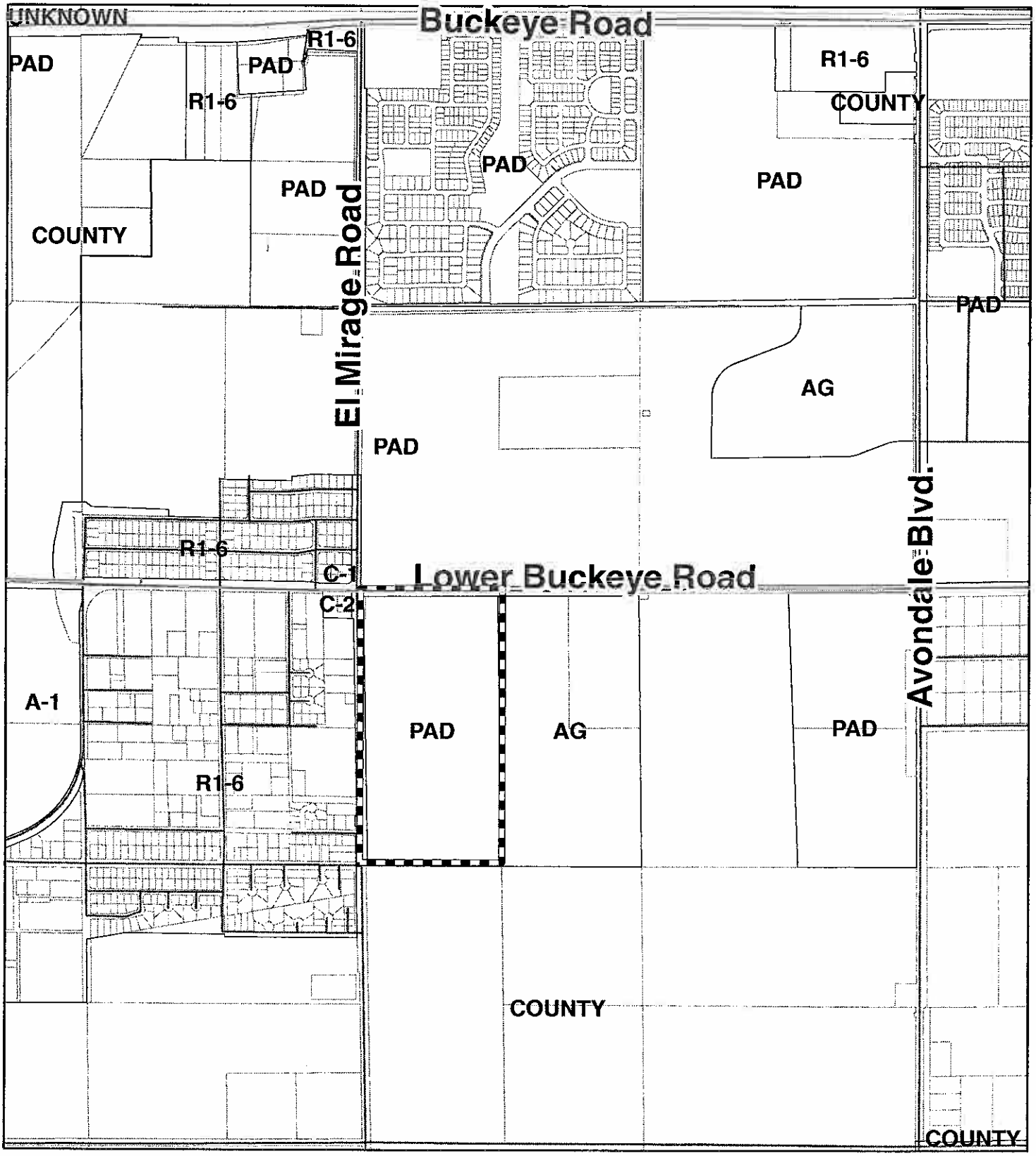
FULL SIZE COPIES (Council Only):

Proposed Final Plat Amendment date stamped January 10, 2007 (24 x 36)

PROJECT MANAGER:

Megan Neal, (623) 333-4018

Exhibit A



Zoning Vicinity Map

Avondale

Existing Project Boundary

Exhibit B

Air Photo 2006

Avondale

Subject Property

N

Exhibit C

SUMMARY OF RELATED FACTS
FP-06-3
CANTADA RANCH

APPLICATION

THE PROPERTY	
PARCEL SIZE	3.66 Acres
LOCATION	Southeast corner of El Mirage Road and Lower Buckeye Rd. and Dysart
PHYSICAL CHARACTERISTICS	A rectangular shaped parcel with the shortest side adjacent to Lower Buckeye Road.
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD, Single family residential
ZONING HISTORY	Zoned From AG to PAD on June 3, 2002
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	PAD (Del Rio Ranch), Agriculture
EAST	County, AG (Agricultural)
SOUTH	County, AG (Agricultural)
WEST	R1-6, Single-family residential

GENERAL PLAN
The General Plan identifies this property as Medium Density Residential, 2.5-4 dwelling units per acre.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School (Grades K-6)
MIDDLE SCHOOL	Underdown Jr. High School (7-8)
HIGH SCHOOL	La Joya Community High School (Grades 9-12)

STREETS	
El Mirage Road	
Classification	Arterial
Existing half street ROW	55 Feet
Standard half street ROW	55 Feet
Existing half street improvements	One travel lane
Standard half street improvements	Two travel lanes with ½ center turn lane, curb, gutter, bike lane, sidewalk, landscape, lighting

STREETS	
Lower Buckeye Road	
Classification	Arterial
Existing half street ROW	55 Feet
Standard half street ROW	55 Feet
Existing half street improvements	One travel lane
Standard half street improvements	Two travel lanes with ½ center turn lane, curb, gutter, bike lane, sidewalk, landscape, lighting

STREETS	
Elwood Street	
Classification	Collector
Existing half street ROW	33 Feet
Standard half street ROW	40 Feet
Existing half street improvements	None
Standard half street improvements	One travel lane with ½ center turn lane, curb, gutter, bike lane, sidewalk, landscape, lighting

Utilities
Water for the site will be provided from a 12-inch line in El Mirage Road and a 12-inch line along Lower Buckeye Road. Sewer for the site will be provided from an 8-inch line in El Mirage Road.

FINAL PLAT
CANTADA RANCH

A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT MONTALBANO HOMES OF ARIZONA, INC., AN ILLINOIS CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "CANTADA RANCH", A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "CANTADA RANCH" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER LETTER, OR NAME GIVEN EACH, RESPECTIVELY ON THIS PLAT, AND THAT MONTALBANO HOMES OF ARIZONA, INC. AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY PROVIDED OVER VARIOUS PORTIONS FOR THE PURPOSES SHOWN HEREON.

TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q AND R ARE HEREBY DECLARED AS COMMON AREA FOR USES NOTED IN THE TRACT TABLE AND SHALL BE MAINTAINED AND OWNED BY THE CANTADA RANCH HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION AND SUBJECT TO THE CONDITIONS AND RESTRICTIONS RECORDED AGAINST CANTADA RANCH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS (THE CC&R'S) AND THE TRACT DECLARATIONS SUPPLEMENTING THE CC&R'S.

TRACT S IS A TEMPORARY RETENTION TRACT AND WILL BE RE-PLATTED WHEN THERE IS LONGER A NEED FOR THE TEMPORARY RETENTION BASIN.

IN WITNESS WHEREOF: MONTALBANO HOMES OF ARIZONA, INC., AN ILLINOIS CORPORATION AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AGENT, THEREUNTO DULY AUTHORIZED.

MONTALBANO HOMES OF ARIZONA, INC.
AN ILLINOIS CORPORATION

____

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA

ON THIS, THE ___ DAY OF ________ 2005, BEFORE ME, ANTHONY MONTALBANO PERSONALLY APPEARED, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF MONTALBANO HOMES OF ARIZONA, INC., AN ILLINOIS CORPORATION, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:
BY:

NOTARY PUBLIC — MY COMMISSION EXPIRES

HOMEOWNER'S ASSOCIATION RATIFICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA

BY THIS RATIFICATION, MARK WEBER, DULY ELECTED PRESIDENT OF CANTADA RANCH HOMEOWNERS ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES INDICATED HEREIN.

NAME — DATE

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA

ON THIS, THE ___ DAY OF ________ 2005, BEFORE ME, APPEARED ________ WHO ACKNOWLEDGED HIMSELF TO BE THE ________ OF CANTADA RANCH HOMEOWNERS ASSOCIATION AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING RATIFICATION IN THE CAPACITY THEREIN STATED AND FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

BY: ________
NOTARY PUBLIC — MY COMMISSION EXPIRES

TRACT TABLE

TRACT NO.	USES	AREA (SF)	AREA (ACRES)
A	LANDSCAPE AND DRAINAGE	54,937	1.2612
B	LANDSCAPE	2,014	0.0462
C	LANDSCAPE	6,901	0.1584
D	LANDSCAPE AND DRAINAGE	25,391	0.5829
E	LANDSCAPE	2,400	0.0551
F	LANDSCAPE	3,375	0.0775
G	LANDSCAPE	41,616	0.9554
H	LANDSCAPE	2,200	0.0505
I	LANDSCAPE AND DRAINAGE	91,043	2.0901
J	LANDSCAPE	3,375	0.0775
K	LANDSCAPE	2,200	0.0505
L	LANDSCAPE	3,685	0.0846
M	LANDSCAPE	3,685	0.0846
N	LANDSCAPE	5,275	0.1211
O	LANDSCAPE	4,175	0.0958
P	LANDSCAPE AND DRAINAGE	53,844	1.2361
Q	LANDSCAPE AND DRAINAGE	117,966	2.7081
R	LANDSCAPE	24,144	0.5543
S	TEMPORARY RETENTION	159,312	3.6585
TOTAL	OPEN SPACE	607,647	13.9496

THE USES AND/OR EASEMENTS SHOWN IN THIS TRACT TABLE ARE BLANKET AND COVER THE ENTIRE TRACT. OTHER EASEMENTS MAY AFFECT ONLY PORTIONS OF THE ABOVE LISTED TRACTS AND ARE AS SHOWN ON THE VARIOUS PLAT SHEETS.

LEGEND

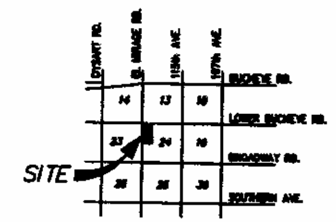
■	EXISTING BRASS CAP IN HAND HOLE
●	EXISTING BRASS CAP FLUSH
■	INSTALL SURVEY MONUMENT PER M.A.G. DET. 120-1, TYPE "A"
●	BRASS CAP TO BE SET FLUSH PER M.A.G. DET. 120-1, TYPE "B", UPON COMPLETION OF PAVING IMPROVEMENTS
•	INSTALL SURVEY MONUMENT PER M.A.G. DET. 120-1, TYPE "C"
▲	CORNER OF SUBDIVISION
C5	CURVE TABLE NUMBER
L12	LINE TABLE NUMBER
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT OF WAY
①	VISIBILITY TRIANGLE EASEMENT
———	BOUNDARY LINE
———	RIGHT-OF-WAY LINE
———	LOT/TRACT LINE
- - - -	EASEMENT LINE
— - —	CENTER LINE
— — —	SECTION LINE

NOTES

1. ALL UTILITY AND PUBLIC SERVICE EASEMENT, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCE.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF AVONDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
3. ALL NEW OR RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT THOSE ELECTRICAL LINES EXCEPTED BY THE ARIZONA CORPORATION COMMISSION.
4. CONSTRUCTION WITHIN EASEMENTS EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
5. ALL LANDSCAPING WITHIN COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE CANTADA RANCH HOMEOWNERS ASSOCIATION.
6. ALL LANDSCAPING WITHIN TRACTS "A" THRU "S" ARE TO BE MAINTAINED BY THE CANTADA RANCH HOMEOWNERS ASSOCIATION.
7. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
8. ALL UTILITY SHALL BE INSTALLED UNDERGROUND.

NOTES (CONT.)

9. NO ALTERATION SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THIS PREMISES WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
10. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS, NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
11. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YR-2 HR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
12. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAP OR TAG AND OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
13. LOTS 1-26, 132-140, 182-187 AND 246-251 SHALL BE LIMITED TO ONE STORY HOMES. (LOTS 1-12 TO BE PLATTED AT A LATER DATE.)
14. THIS SUBDIVISION IS WITHIN THE VICINITY OF A 500 KV SUBSTATION.
15. THIS SUBDIVISION IS WITHIN THE VICINITY OF TWO DAIRY FARMS.
16. LOTS 1 THOUGHT 12 WILL BE PLATTED AS A REPLAT OF TRACT S, A TEMPORARY RETENTION TRACT, WHEN THERE IS NO LONGER A NEED FOR THE TEMPORARY RETENTION BASIN.



LOCATION MAP
N.T.S.

LEGAL DESCRIPTION

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

DEVELOPER\OWNER:

MONTALBANO HOMES
4800 N SCOTTSDALE ROAD
SUITE 2200
SCOTTSDALE, AZ 85251
PHONE: (480) 306-8200
CONTACT: MARK WEBER

SHEET INDEX

COVER SHEET	FP01
KEY MAP, LOT TABLE AND TYPICAL LOT DETAILS	FP02
FINAL PLAT	FP03-FP10

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF SECTION 24 T.1.N., R.1W. SAID BEARING IS N00°00'00"E.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS ___ DAY OF ________, 2005

MAYOR — DATE

ATTEST, CITY CLERK — DATE

CITY ENGINEER — DATE

CERTIFICATION

I, PETER E. DEVITT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF 10 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY CMX, L.L.C. DURING THE MONTH OF APRIL 2005, THAT THE PLAT IS TRUE AND COMPLETE AS SHOWN, THAT ALL FOUND MONUMENTS ACTUALLY EXIST AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: ________
REGISTERED LAND SURVEYOR
REGISTRATION #6421
CMX, L.L.C.
7740 N. 16TH STREET, STE. 100
PHOENIX, ARIZONA 85020

PLANNING
RECEIVED
JUN 1 2005
DIVISION

CMX
7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 567-1900
FAX: (602) 567-1901
www.cmxinc.com
ENGINEERS · LANDSCAPE ARCHITECTS · SURVEYORS · CONSTRUCTION MANAGERS

CANTADA RANCH
LOWER BUCKEYE ROAD & EL MIRAGE ROAD
AVONDALE, ARIZONA
FINAL PLAT

DWG. NO. FP01	CMX PROJ. 7022	DATE: APRIL 2005	SCALE: AS SHOWN
SHT. 1 OF 10	DESIGNED: CMX	DRAWN: CL	APPROVED: PED

Exhibit D

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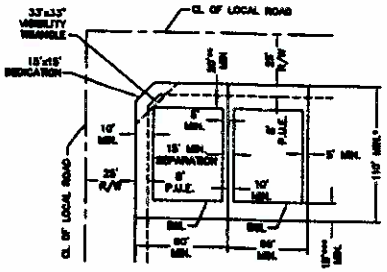
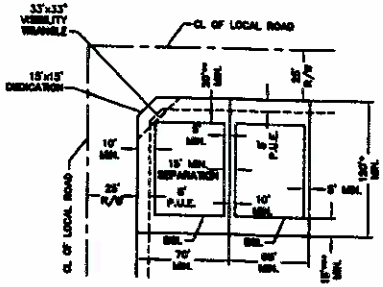
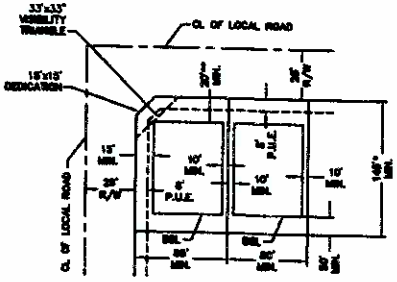


55' x 110' LOTS
NTS



65' x 120' LOTS
NTS



80' x 145' LOTS
NTS

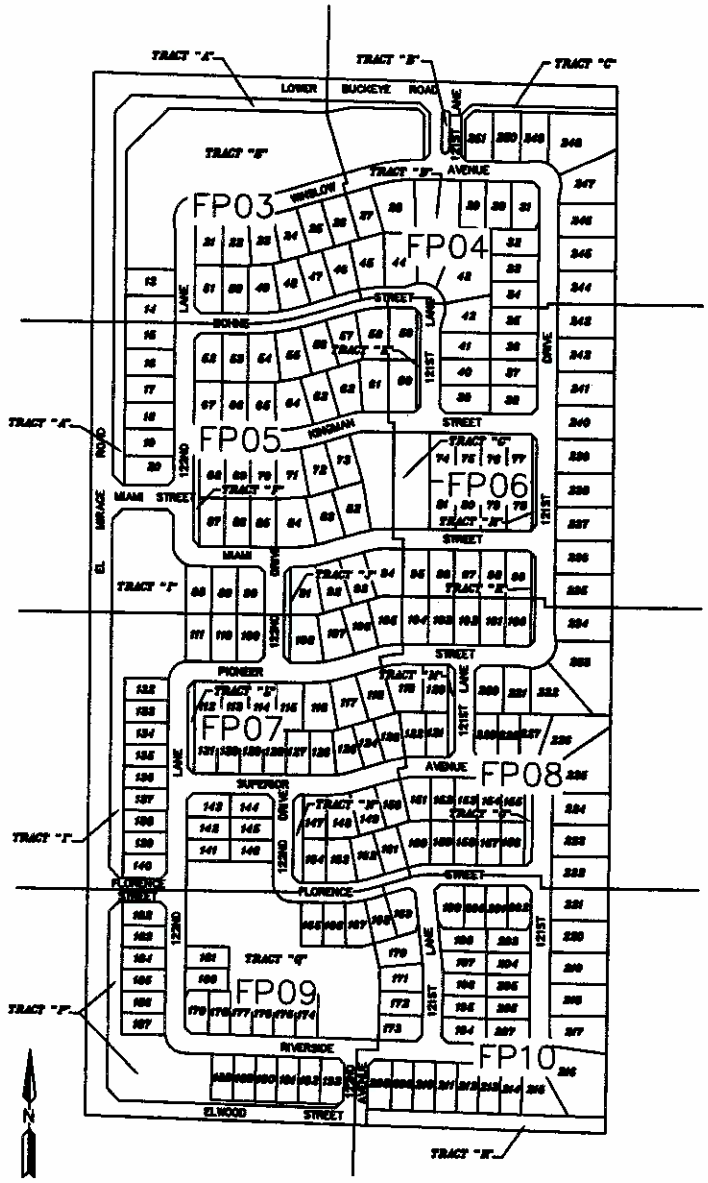
NOTES:

* DEPTH MAY BE REDUCED BY UP TO 5' AT CUL DE SACS AND KNUCKLES IF AREA AND SETBACK REQUIREMENTS ARE MET.

** 15' FOR SIDE ENTRY GARAGES.

*** MINIMUM 20' REAR-YARD SETBACKS ALONG LOWER BUCKEYE ROAD AND EL MIRAGE ROAD.

MAXIMUM LOT COVERAGE FOR 55' AND 65' WIDE LOTS IS 50%; MAXIMUM LOT COVERAGE FOR 80' WIDE LOTS IS 30%.

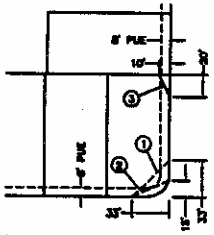


SITE PLAN
N.T.S.

LOT AREA TABLE

LOT NO.	SQ. FEET	LOT NO.	SQ. FEET	LOT NO.	SQ. FEET	LOT NO.	SQ. FEET
13	8,312.50	76	7,800.00	139	6,050.00	202	6,387.50
14	8,312.50	77	7,787.50	140	6,487.50	203	6,406.76
15	8,312.50	78	7,787.50	141	6,050.00	204	6,162.88
16	8,312.50	79	7,800.00	142	6,050.00	205	6,160.00
17	8,312.50	80	7,800.00	143	6,487.50	206	6,160.00
18	8,312.50	81	7,800.00	144	6,487.50	207	6,978.93
19	8,312.50	82	8,003.88	145	6,050.00	208	7,387.50
20	9,012.50	83	8,663.88	146	6,050.00	209	6,175.00
21	8,387.50	84	10,858.58	147	6,541.00	210	6,175.00
22	8,193.01	85	7,800.00	148	7,795.98	211	6,175.00
23	8,107.61	86	7,800.00	149	7,447.82	212	6,175.00
24	8,184.81	87	7,800.00	150	7,007.38	213	6,175.00
25	7,800.00	88	7,517.41	151	7,391.42	214	6,187.04
26	7,800.00	89	7,800.00	152	6,545.00	215	10,137.38
27	7,800.00	90	8,287.50	153	5,545.00	216	22,823.34
28	12,441.75	91	8,798.19	154	5,545.00	217	12,356.39
29	7,800.00	92	8,350.07	155	5,545.00	218	11,800.00
30	7,800.00	93	7,800.00	156	5,545.00	219	11,800.00
31	8,344.30	94	12,058.42	157	5,545.00	220	11,800.00
32	7,863.91	95	7,800.00	158	5,545.00	221	11,800.00
33	7,800.00	96	7,800.00	159	5,545.00	222	11,800.00
34	7,800.00	97	7,800.00	160	7,913.74	223	11,800.00
35	7,800.00	98	7,800.00	161	6,823.80	224	11,898.77
36	7,800.00	99	7,787.50	162	7,237.07	225	16,811.38
37	7,800.00	100	7,787.50	163	7,600.24	226	13,774.02
38	8,387.50	101	7,800.00	164	6,545.00	227	6,973.84
39	8,777.50	102	7,800.00	165	6,050.00	228	6,046.13
40	8,188.00	103	7,800.00	166	6,163.43	229	5,487.50
41	8,126.00	104	7,857.32	167	6,984.38	230	6,587.50
42	10,622.98	105	8,988.25	168	6,322.52	231	6,145.14
43	20,121.33	106	8,012.46	169	7,186.13	232	12,603.71
44	11,624.10	107	8,534.02	170	8,271.36	233	21,273.33
45	8,874.34	108	8,233.79	171	7,725.28	234	12,134.41
46	8,172.02	109	8,287.50	172	6,600.00	235	12,180.00
47	7,803.00	110	7,800.00	173	7,137.50	236	12,180.00
48	8,417.46	111	7,601.27	174	6,050.00	237	12,180.00
49	8,718.96	112	8,280.00	175	6,050.00	238	12,180.00
50	7,800.00	113	8,280.00	176	6,050.00	239	12,180.00
51	8,217.50	114	8,280.00	177	6,050.00	240	12,180.00
52	8,217.50	115	8,280.00	178	6,050.00	241	12,180.00
53	7,818.00	116	8,227.33	179	5,487.87	242	12,180.00
54	8,138.05	117	8,653.48	180	6,230.30	243	12,180.00
55	8,904.11	118	8,398.64	181	6,050.00	244	12,180.00
56	8,328.91	119	10,337.88	182	5,487.50	245	12,180.00
57	8,458.92	120	7,800.00	183	6,050.00	246	12,180.00
58	8,504.39	121	6,050.00	184	6,050.00	247	15,041.52
59	8,107.50	122	6,731.08	185	6,050.00	248	21,388.52
60	8,068.00	123	6,845.55	186	6,050.00	249	8,848.00
61	8,060.99	124	6,051.82	187	6,050.00	250	8,814.58
62	8,811.87	125	6,378.41	188	6,325.00	251	8,473.33
63	8,180.00	126	6,848.35	189	6,325.00		
64	8,772.28	127	6,435.00	190	6,325.00		
65	8,502.88	128	6,435.00	191	6,325.00		
66	7,995.00	129	6,435.00	192	6,325.00		
67	8,237.50	130	6,435.00	193	6,737.50		
68	7,800.00	131	6,435.00	194	6,992.07		
69	7,800.00	132	6,050.33	195	6,205.41		
70	7,800.38	133	6,050.00	196	6,173.64		
71	8,718.51	134	6,050.00	197	6,363.24		
72	8,325.21	135	6,050.00	198	6,990.43		
73	7,800.00	136	6,050.00	199	7,161.40		
74	7,800.00	137	6,050.00	200	6,050.00		
75	7,800.00	138	6,050.00	201	6,050.00		

TOTAL LOT AREA = 1,977,610



3' HIGH VISIBILITY RESTRICTION
(NOT TO SCALE)

1. 33' x 33' TRIANGLE (LOCAL STREET)
2. 18' x 33' TRIANGLE (COLLECTOR STREET)
3. 10' x 20' TRIANGLE (DRIVEWAY VISIBILITY)

COUNTY RECORDER

CMX
ARCHITECTS • LANDSCAPE ARCHITECTS • SURVEYORS • CONSTRUCTION MANAGERS
7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 957-1900
FAX: (602) 957-1901
www.cmxarch.com

CANTADA RANCH
LOWER BUCKEYE ROAD & EL MIRAGE ROAD
AVONDALE, ARIZONA

FINAL PLAT

DWG. NO. FP02
SHT. 2 OF 10
CMX PROJ. 7022
DESIGNER: DMK
REV.
DATE: APRIL 2000
DRAWN: CL
SCALE: 1"=40'
APPROVED: FED

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FINAL PLAT OF LOTS 1-12
OF
CANTADA RANCH

A RE-PLAT OF TRACT A AND TRACT S OF CANTADA RANCH AS RECORDED IN BOOK 771, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT MONTALBANO HOMES OF ARIZONA, INC., AN ILLINOIS CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "FINAL PLAT OF LOTS 1-12 OF CANTADA RANCH", A RE-PLAT OF TRACT A AND TRACT S OF CANTADA RANCH AS RECORDED IN BOOK 771, PAGE 49, RECORDS OF MARICOPA COUNTY ARIZONA ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS RE-PLAT AS AND FOR THE "FINAL PLAT OF LOTS 1-12 OF CANTADA RANCH" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER LETTER, OR NAME GIVEN EACH, RESPECTIVELY ON THIS PLAT, AND THAT MONTALBANO HOMES OF ARIZONA, INC, AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID RE-PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY PROVIDED OVER VARIOUS PORTIONS FOR THE PURPOSES SHOWN HEREON.

EASEMENTS ARE HEREBY DEDICATED AS SHOWN ON THIS PLAT FOR THE PURPOSES SHOWN WHICH INCLUDES VEHICULAR NON-ACCESS EASEMENT.

ALL CONDITIONS SET FORTH IN THE RECORDED FINAL PLAT OF CANTADA RANCH AS RECORDED IN BOOK 771, PAGE 49, MCR SHALL REMAIN IN AFFECT FOR THIS REPLAT WITH THE EXCEPTION OF TRACT S.

IN WITNESS WHEREOF: MONTALBANO HOMES OF ARIZONA, INC., AN ILLINOIS CORPORATION AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AGENT, THEREUNTO DULY AUTHORIZED.

MONTALBANO HOMES OF ARIZONA, INC,
AN ILLINOIS CORPORATION

MARK WEBER, PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA } S.S.

ON THIS, THE ____ DAY OF _____2006, BEFORE ME, MARK WEBER, PERSONALLY APPREARED, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF MONTALBANO HOMES OF ARIZONA, INC., AN ILLINOIS CORPORATION, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:
BY:

NOTARY PUBLIC MY COMMISSION EXPIRES

HOMEOWNER'S ASSOCIATION RATIFICATION

STATE OF ARIZONA
COUNTY OF MARICOPA } S.S.

BY THIS RATIFICATION, MARK WEBER, DULY ELECTED PRESIDENT OF CANTADA RANCH HOMEOWNERS ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

NAME DATE

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA } S.S.

ON THIS, THE ____ DAY OF _____ 2006, BEFORE ME, APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF CANTADA RANCH HOMEOWNERS ASSOCIATION AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING RATIFICATION IN THE CAPACITY THEREIN STATED AND FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

BY:

NOTARY PUBLIC MY COMMISSION EXPIRES

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NOTES

1. ALL UTILITY AND PUBLIC SERVICE EASEMENT, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCE.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF AVONDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
3. ALL NEW OR RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT THOSE ELECTRICAL LINES EXCEPTED BY THE ARIZONA CORPORATION COMMISSION.
4. CONSTRUCTION WITHIN EASEMENTS EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
5. ALL LANDSCAPING WITHIN COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE CANTADA RANCH HOMEOWNERS ASSOCIATION.
6. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
7. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
8. NO ALTERATION SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THIS PREMISES WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
9. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS, NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
10. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YR-2 HR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
11. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAP OR TAG AND OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
12. THIS SUBDIVISION IS WITHIN THE VICINITY OF A 500 KV SUBSTATION.
13. THIS SUBDIVISION IS WITHIN THE VICINITY OF TWO DAIRY FARMS.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____ , 2006

MAYOR DATE

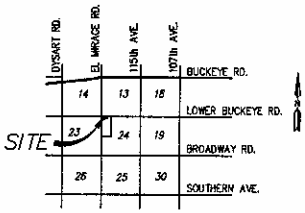
ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

CITY OF AVONDALE PLANNING AND JAN 10 BUILDING SERVICES DEPARTMENT

LEGEND

SS	EXISTING BRASS CAP IN HAND HOLE
⊡	INSTALL SURVEY MONUMENT PER M.A.G. DET. 120-1, TYPE "A"
⊕	BRASS CAP TO BE SET FLUSH PER M.A.G. DET. 120-1, TYPE "B", UPON COMPLETION OF PAVING IMPROVEMENTS
C5	CURVE TABLE NUMBER
L12	LINE TABLE NUMBER
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT OF WAY
①	VISIBILITY TRIANGLE EASEMENT PER BOOK 771, PAGE 49, M.C.R.
———	BOUNDARY LINE
———	RIGHT-OF-WAY LINE
———	LOT/TRACT LINE
- - - - -	EASEMENT LINE
—— - ——	CENTER LINE
— — — —	SECTION LINE



LOCATION MAP
N.T.S.

LEGAL DESCRIPTION

A RE-PLAT OF TRACT A & TRACT S OF CANTADA RANCH AS RECORDED IN BOOK 771, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

DEVELOPER\OWNER:

MONTALBANO HOMES
4500 N SCOTTSDALE ROAD
SUITE 2200
SCOTTSDALE, AZ 85251
PHONE: (480) 308-8200
CONTACT: MARK WEBER

SHEET INDEX

COVER SHEET	FP01
RE-PLAT	FP02

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24 T.1.N., R.1W. SAID BEARING IS N00°00'00"E

OLD TRACT AREA

TRACT S = 159,362 SQ.F.T. 3.6585 ACRES

NEW TRACT AREA

TRACT A = 54,688 SQ.F.T. 1.2555 ACRES

LOT #	WIDTH	DEPTH	AREA	AREA
1	64.82'	130.86'	9,227 SQ.F.T.	0.2118 ACRES
2	75.32'	130.86'	12,226 SQ.F.T.	0.2807 ACRES
3	65.00'	154.09'	10,175 SQ.F.T.	0.2336 ACRES
4	65.00'	158.98'	11,004 SQ.F.T.	0.2526 ACRES
5	65.00'	179.61'	12,345 SQ.F.T.	0.2834 ACRES
6	77.02'	200.24'	13,566 SQ.F.T.	0.3114 ACRES
7	93.57'	215.18'	16,195 SQ.F.T.	0.3718 ACRES
8	65.40'	217.28'	14,308 SQ.F.T.	0.3285 ACRES
9	50.43'	193.46'	24,736 SQ.F.T.	0.5679 ACRES
10	53.84'	120.66'	18,654 SQ.F.T.	0.4328 ACRES
11	63.76'	120.66'	8,413 SQ.F.T.	0.1931 ACRES
12	66.50'	125.00'	8,313 SQ.F.T.	0.1908 ACRES
		TOTAL =	159,362 SQ.F.T.	3.6585 ACRES

CERTIFICATION

THIS IS TO CERTIFY (AS DEFINED AND LIMITED BY A.R.S. 32-151) THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 19344 KIRK J. PANGUS ARIZONA U.S.A.

BY: _____

KIRK J. PANGUS
RLS# 19344
CMX L.L.C.,
7740 NORTH 16TH STREET
SUITE 100
PHOENIX, ARIZONA 85020
PHONE: (602) 567-1900

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

COUNTY RECORDER

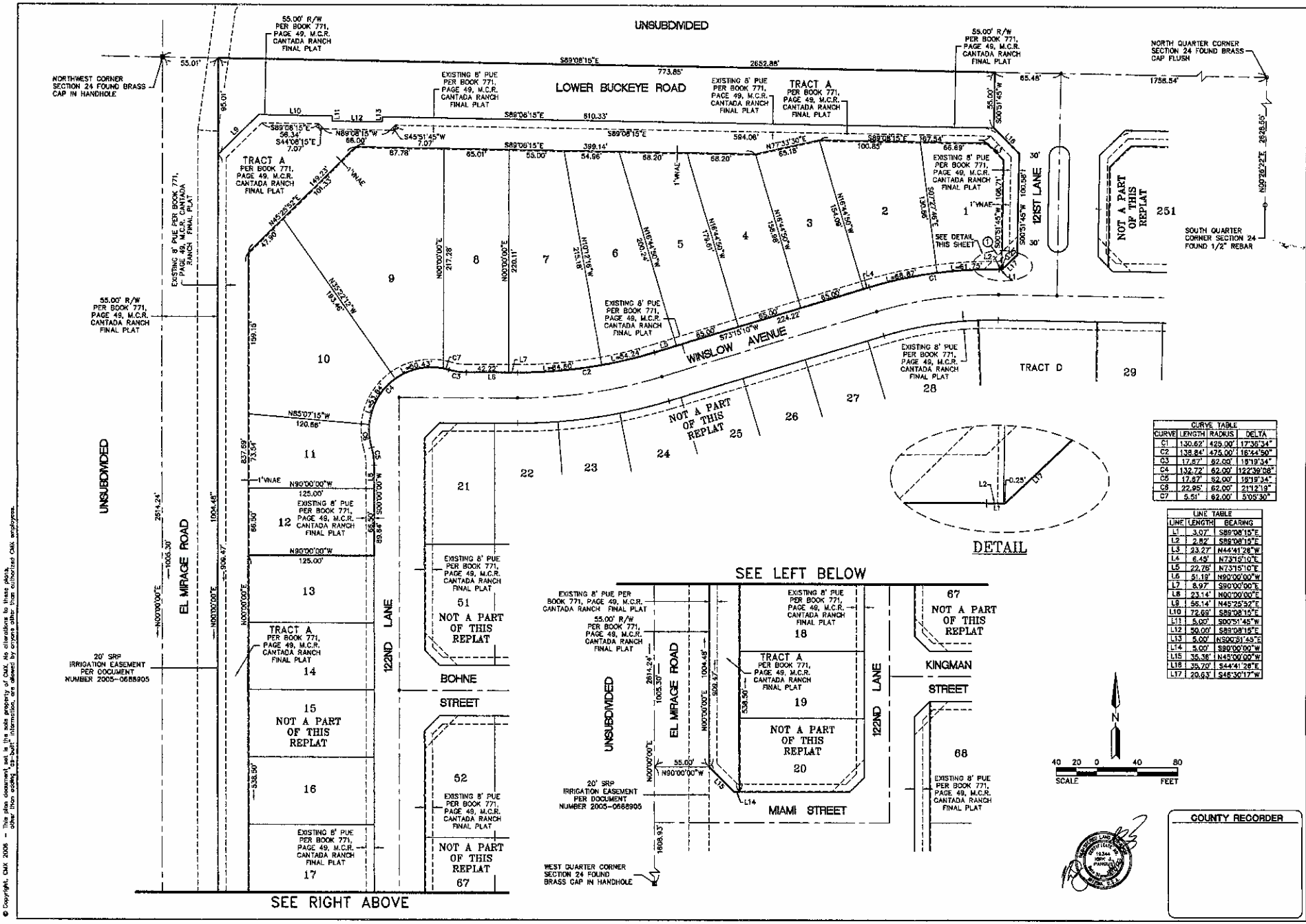
7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 567-1900
FAX: (602) 567-1901
www.cmxinc.com
CMX
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • CONSTRUCTION MANAGERS

CANTADA RANCH
LOWER BUCKEYE ROAD & EL MIRAGE ROAD
AVONDALE, ARIZONA
FINAL PLAT OF LOTS 1-12

DWG. NO. RP01	CMX PROJ: 7022	DATE: NOV. 2006	SCALE: 1"=40'
	DESIGNED: CMX	DRAWN: CL	APPROVED: KJP
	REV.		

SHT. 1 OF 2

Exhibit E



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	130.62'	425.00'	17°36'34"
C2	138.84'	475.00'	16°44'50"
C3	17.87'	62.00'	16°19'34"
C4	132.72'	62.00'	122°39'08"
C5	17.87'	62.00'	16°19'34"
C6	22.95'	62.00'	21°12'19"
C7	5.51'	62.00'	5°05'30"

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.07'	S89°08'15"E
L2	2.82'	S89°08'15"E
L3	23.27'	N44°41'26"W
L4	6.49'	N73°15'10"E
L5	22.78'	N73°15'10"E
L6	51.19'	N90°00'00"W
L7	8.97'	S90°00'00"E
L8	23.14'	N00°00'00"E
L9	95.14'	N45°25'52"E
L10	72.69'	S89°08'15"E
L11	5.00'	S00°51'45"W
L12	50.00'	S89°08'15"E
L13	5.00'	N00°51'45"E
L14	5.00'	S90°00'00"W
L15	35.36'	N45°00'00"W
L16	35.70'	S44°41'26"E
L17	20.63'	S45°30'17"W

COUNTY RECORDER

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CANTADA RANCH

LOWER BUCKEYE ROAD & EL MIRAGE ROAD
AVONDALE, ARIZONA

FINAL PLAT OF LOTS 1-12

CMX PROJ: 7022 | DATE: NOV. 2006 | SCALE: 1"=40'
DESIGNED: CMX | DRAWN: C. | APPROVED: KJP
REV.

DWG. NO. RP02
SHT. 2 OF 2

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CITY COUNCIL REPORT

SUBJECT:
Letter Agreement - Maricopa County Community College District

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: David Fitzhugh, Interim Development Services Director, (623) 333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a letter agreement with the Maricopa County Community College District for undergrounding power lines on Dysart Road in the amount of $280,000 and authorization to pay APS $50,000 to complete their portion of the construction and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

DISCUSSION:

Estrella Mountain Community College (EMCC) is proceeding with planned improvements to the college campus including offsite improvements on Dysart Road. These improvements include: construction of a third southbound lane from the RID canal and Thomas Road; a deceleration lane for the main entrance on Dysart Road; a traffic signal at the entrance and undergrounding existing 12 kv overhead power lines.

The District is responsible for undergrounding all the lines from the RID canal to Thomas. However there are two poles and wire on either side of the RID canal and overhead wires spanning Dysart Road that serves a well site. These facilties will not be the responsibility of a future developer and, in order to completely remove all overhead power lines, the City must pay to remove them. It is in the City's best interest to work jointly with EMCC to save costs, prevent future road restrictions, and create uniformity along this stretch of Dysart Road.

APS provided staff with a cost estimate to underground the portion of the power lines including setting new transformers, conduit, boring under the canal and Dysart Road and pulling the wires. Staff believed APS's estimate did not accurately reflect the true cost of the work and wanted to ensure the work was closely corrodinated with the street improvements. Staff worked with EMCC staff to include the cost of the city's portion of the conduit installation, including the boring under the canal and Dysart Road, in their street improvement bid. The project was bid resulting in a cost $250,000 plus a $30,000 contingency for potential utility conflicts resulting in a not to exceed agreement of $280,000.

APS's work will be limited to installing new electrical cabinets, suplying and pulling the wire through conduits and making the final connections. The cost, based on the estimate they supplied, is $50,000. the total cost of the all work describe above is $330,000.

BUDGETARY IMPACT:

Funds for this project will be available in the Buy-In Developer Reimbursement Line No. 304-1001-00-8420 in the amount of $330,000.

RECOMENDATION:

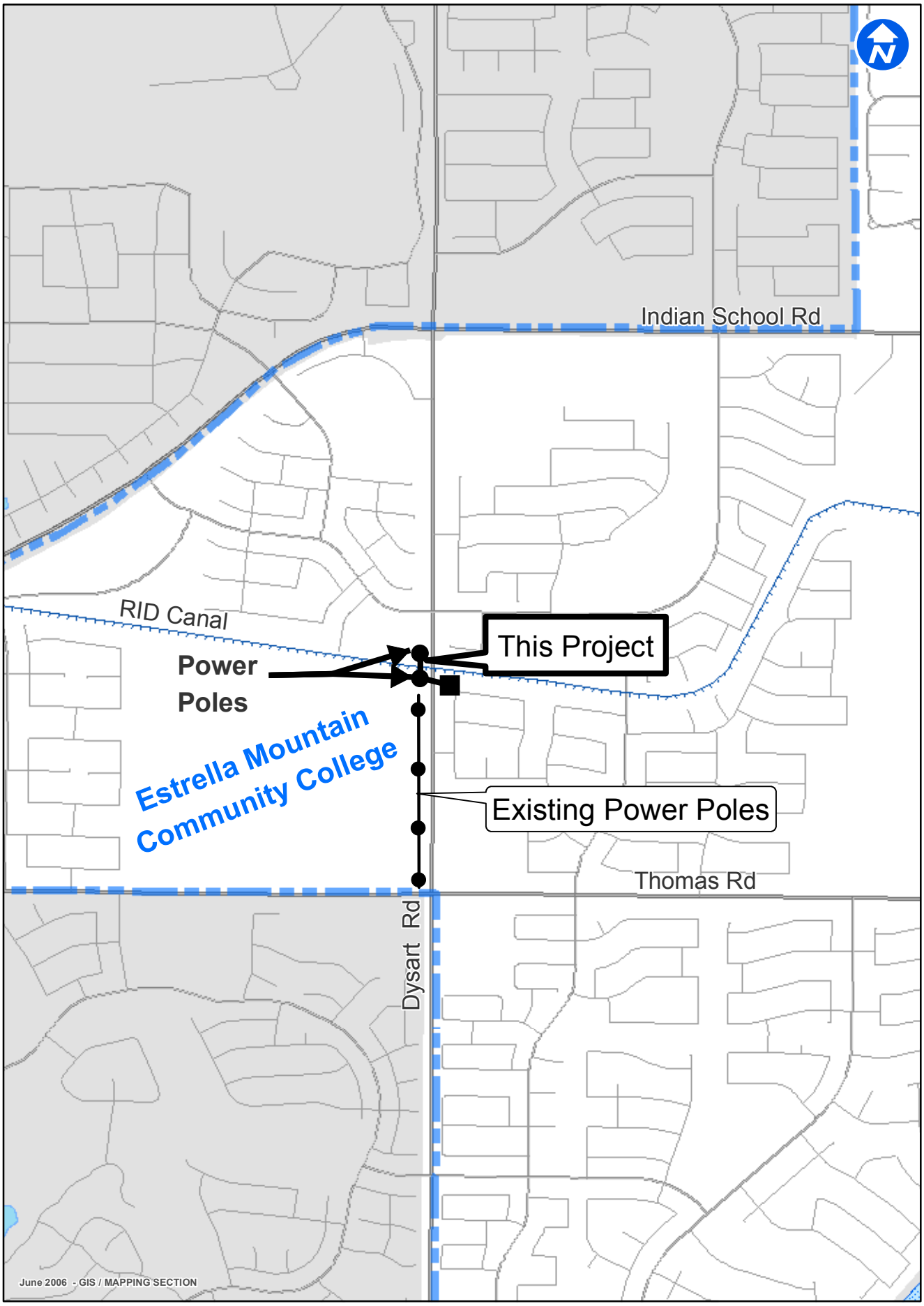
Staff recommends that the City Council approve a letter agreement with the Maricopa County Community College District for undergrounding power lines on Dysart Road in the amount of $280,000 and authorization to pay APS $50,000 to complete their portion of the construction and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- APS Estimate
- APS Letter Agreement
- Reimbursement Agreement - MCCCD - Dysart Powerline conversion

VICINITY MAP



CITY OF AVONDALE

Dysart Rd & RID Canal Powerline Underground

APS A subsidiary of Pinnacle West Capital Corporation

Ron Gandara
Governmental Liaison
Underground Construction

Tel.: 602-371-7546
Fax: 602-371-6653
E-mail: ronnie.gandara@aps.com
www.aps.com

Mail Station 3162
PO Box 53933
Phoenix, Arizona 85072-3933

Date: 08/17/06

Mr. David Cano
City of Avondale
11465 W. Civic Center Dr., Suite 120
Avondale, Az 85323-1000

SUBJECT: **Dysart Road Widening - Aesthetic OH/UG conversion R.O.M. (Rough order of Magnitude)**

Dear Mr. Cano:

At your request I am providing you a R.O.M. estimate for the installation of a switching cabinet at the south side of the R.I.D. canal to eliminate installation of any additional poles along with trenching and conduit costs and also for converting the final portion of overhead below the R.I.D. canal. The estimates have been broken out below as follows:

Job Scope "A"

- Installation of switching cabinet at S/S/O R.I.D. canal, W/S/O Dysart Rd.
- Install approx. 140' of 3 phase conductor in C4" from W/S/O Dysart Rd. to E/S/O Dysart Rd.
- Install 45' steel pole and primary dip on E/S/O Dysart Rd.

ROM Trench & Conduit Estimate -	$15,000.00
ROM Electrical Conversion Estimate -	$30,000.00
Total ROM estimate for Job Scope "A" =	**$45,000.00**

Job Scope "B"

- Jack & Bore approx. 150' of C5"(2) inside of 16" steel casing crossing R.I.D. canal.
- Install 150' of underground 3-750 conductor.
- Install pullbox with 750 terminations.
- Remove existing overhead lines.
- R.I.D. canal R/W is approx. 110'. R.I.D. will not allow any placement of boring equipment within their R/W.
- R.I.D. requires min. of 4' vertical clearance on a lined canal from the invert of canal to top of proposed utility and a min. of 6' vertical clearance on a un-lined canal from the invert of canal to top of proposed utility.

ROM Trench & Conduit Estimate -	$60,000.00 jack & bore
ROM Electrical Conversion Estimate -	$20,000.00
Total ROM estimate for Job Scope "B" =	**$80,000.00**

Please review Job Scope "A" and "B" and provide APS with a letter of notice on how you would like to proceed in order to finalize our design. Once we have completed the design a more detailed estimate will be provided and a letter of agreement will follow.

Total ROM estimate for Job Scope "A" & "B" = $125,000.00

Please use the above ROM estimates for preliminary budget purposes.

If you have any questions, please feel free to contact me at 602 -371-7546, or if you feel the need to meet, please e-mail me at the address on this letter head. A signed hard copy of this letter will follow.

Sincerely,

Ron Gandara
Governmental Liaison

MAIL STATION 3162
P.O. BOX 53933
PHOENIX, ARIZONA 85072-3933

Tel: 602-371-7546
Fax: 602-371-6653
e-mail: Ronnie.gandara@aps.com

December 19, 2006

CITY OF AVONDALE
PLANNING AND
DEC 21 2006
BUILDING SERVICES
DEPARTMENT

Mike Smith
City of Avondale
Engineering Dept.
11465 W. Civic Center Dr., Suite 120
Avondale, AZ. 85323

RE: **OH/UG Conversion Dysart Rd. & RID canal**

Dear Mike,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **W297985** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of Avondale ("City"). The work has not yet been completed in the field.

1) **To be provided and installed by City of Avondale contractor (MCCD contractor)**

a) All trench material and trench related work including, but not limited to, trenching, spoils, removal, backfill material and compaction per APS Transmission and Distribution Construction Standards manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the City of Avondale contractor and APS crews.

b) All conduit, conduit related material, work associated with the conduit, including but not limited to; 1", 2", 2-1/2", 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, 18" steel casing (Jack & Bore) and mandrelling of the conduit system.

c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.

d) All conduit shown to be ending in energized APS equipment shall be stubbed 4' feet from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment.

e) City of Avondale Contractor is to provide Construction Centerline staking, all vertical control and staking of depth requirements for all APS trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance

from existing conflicts. APS requires two- (2) feet horizontal alignment from all existing and proposed conflicts.

NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT

2) **To be provided by Arizona Public Service Co. and installed by the City of Avondale Contractor (MCCD contractor)**

a) All ground rods, pull boxes, pull line, transformer pads, pull boxes, switching cabinet box pad, and electronic markers.

b) Street light junction boxes.

c) Spacers for Jack & Bore

3) **To be provided and installed by Arizona Public Service Company**

a) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. Call 602-371-7110 a minimum of 72 hours prior to needing inspection.

b) APS Transmission and Distribution Construction specifications as related to OH/UG conversion project.

c) All trench, bell holes and backfill as required to splice APS cables from the point at which the City of Avondale contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City's contractor).

d) APS will connect to the City of Avondale contractor's conduit after the system has been mandrilled and accepted.

e) All conduit and sweeps, as required, from the point at which the City of Avondale contractor's conduit ended.

g) Horizontal survey of all APS facilities. Call 602-371-6945 five- (5) working days prior to needing the staking of the trenches.

4) Under work order number W297985 the estimated cost to the City is **$50,000.00** to convert the existing overhead system to underground across the RID canal and Dysart Rd.

Enclosed you will find two original copies of this letter. Please sign both copies of these letters and return one copy to me to indicate your approval of the above costs and responsibilities. **All final billings will be based on actual costs at the end of construction.** If you have any questions, please call me at 602-371-7546. APS would like to thank you Mike, for your continued cooperation and attention to this matter.

Sincerely,

Ron Gandara

Ron Gandara
Government Liaison
Underground Construction

Encl.

The City of Avondale authorizes APS to perform the work specified above based on the estimate amount of $50,000.00 in association with the City's project.

Approved and accepted this _____ day of _____, 2006, on behalf of the City of Avondale.

By: _____

Its _____

MARICOPA
COMMUNITY
COLLEGES

www.maricopa.edu

January 18, 2007

Mr. Charles McClendon
City Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Re: Reimbursement Agreement
Dysart Powerline Conversion

OFFICE OF GENERAL COUNSEL

2411 W. 14TH STREET
TEMPE, AZ
85281-6942

Telephone
480.731.8877

Fax
480.731.8890

Dear Mr. McClendon:

This letter confirms a series of discussions that have taken place between representatives of the City of Avondale ("City") and Maricopa County Community College District ("District"), relating to improvements to complete the overhead powerline conversion ("City Improvements") along the west side of Dysart Road, north of Thomas Road at the Roosevelt Irrigation District ("RID") canal, adjacent to the Estrella Mountain Community College ("College"). The City has asked the District to include the City Improvements as part of the District's project to complete the last portion of the overhead powerline conversion adjacent to the College ("District Improvements"). (The City Improvements and the District Improvements are referred to collectively as the "Project.") In doing so, the City has determined that it is in its best interest for the District to complete the City Improvements along side of the District Improvements to avoid inconvenience to the public and the increased cost of completion at a later date.

In consideration for the City's agreement to repay the District for the City Improvements, the District has agreed to direct its contractor, Silver Eagle Construction, Inc. ("Contractor") to construct and install the City Improvements in conjunction with the completion of the District Improvements according to the construction documents prepared by Arizona Public Service ("APS"), dated November 11, 2006. It has also agreed to submit its costs for the City Improvements to the City for reimbursement. The District publicly bid the Project and awarded a contract to the Contractor on November 28, 2006 ("Construction Contract"), including $249,999.75 for the City Improvements as set forth on the bid tabulations from the Construction Contract. Those are attached as Exhibit A to this letter and are incorporated into it by this reference.

The District shall submit monthly invoices and supporting documentation to the City for the actual City Improvements costs, based on the Construction Contract for the City Improvements, as it receives invoices from the Contractor. The City

shall pay the District invoices, in an amount not to exceed $280,000.00 (exclusive of any City-approved change orders as set forth below) within 30 days of receipt. Change orders that might occur during construction directly related to the City Improvements must be pre-approved by the City. The City shall review all written requests for change orders and shall either reject or approve the written requests for change orders within five business days of receipt of such written requests. If the City fails to timely approve or reject a request for a change order, the District shall deem that request denied and it shall have the right, but not the obligation to either proceed with the change order at its own cost and expense or to amend the Construction Contract to delete the remaining portions of the City Improvements from the Project and proceed with completion of the District Improvements. However, the District shall ensure that the amendment deleting remaining portions of the City Improvements requires that the Contractor close the work already completed on them in a manner that allows the City to efficiently complete them at a later date. Additionally, the City shall pay the District all reasonable costs associated with closing the work on the City Improvements.

I believe that this letter accurately sets out the agreement that was reached through discussions between the City's Engineering Department and the District. If this letter is consistent with your understanding of the parties' discussions, please counter-sign this letter in the space below and return the original to my office. A duplicate original is also enclosed for you convenience. If you have any questions or you want to talk with me about this matter, please do not hesitate to contact me at 480-731-8232.

Sincerely,

Margaret E. McConnell

Margaret E. McConnell
Assistant General Counsel

ACCEPTED AND APPROVED:

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles McClendon, City Manager

EXHIBIT A
TO
REIMBURSEMENT AGREEMENT
DYSART POWERLINE CONVERSION

[Construction Contract]

See following pages.

District Support Services Center

DEC 15 2006

2411West 14th Street
Tempe, Arizona 85281–6942
(480) 731–8520

MARICOPA COMMUNITY COLLEGES

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
313201	0	1

VENDOR: SILVER EAGLE WESTERN LLC
3666 N MILLER RD
SCOTTSDALE, AZ 85251

SHIP TO
ESTRELLA MOUNTAIN COMM COLLEGE
3000 N DYSART RD
AVONDALE, AZ 85323–1000

BILL TO
MARICOPA COMM COLLEGE DIST
ATTN: ACCOUNTS PAYABLE
2411 W 14TH ST
TEMPE, AZ 85281–6942

THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE RELATED TO THIS ORDER. FOR YOUR CONVENIENCE, INVOICES MAY BE EMAILED TO: accounts.payable@domail.maricopa.edu.

VENDOR NO.	DATE OF ORDER	REVISION DATE
302493	14–DEC–06	
PAYMENT TERMS	**FOB**	**REQUESTOR**
Immediate	Destination	THORPE, LORI

ITEM	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	PROJECT #060006 – PROVIDE ALL LABOR, MATERIALS & EQUIPMENT NECESSARY TO COMPLETE IMPROVEMENTS ALONG DYSART ROAD AT ESTRELLA MOUNTAIN COMMUNITY COLLEGE, PER IFB #2739–7AND CONTRACT DATED NOVEMBER 29, 2006. (BASE BID–PART A)					779,999.25
2	BASE BID – PART B					249,999.75

All invoicing must be itemized and include the MCCCD Project Number and Purchase Order Number. Mail your invoices directly to Facilities Planning and Development at 2411 West 14th Street, Tempe, Arizona, 85281–6942.

Total 1,029,999.00

BY ACCEPTING THIS PURCHASE ORDER THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED ON THE PURCHASING WEBSITE
www.dist.maricopa.edu/purchasing/t&c.html

Cornelius L. Wonsey
AUTHORIZED SIGNATURE

BUYER: WONSEY, C

MARICOPA COMMUNITY COLLEGES

www.maricopa.edu

STUDENT DEVELOPMENT & COMMUNITY AFFAIRS

FACILITIES PLANNING & DEVELOPMENT

2411 WEST 14TH STREET
TEMPE, AZ
85281

Telephone
480.731.8230

Fax
480.731.8235

December 14, 2006

Silver Eagle Western, LLC
3666 N. Miller Road
Scottsdale, AZ 85251
Attn: Michael Tison

Re: Maricopa Community Colleges
Estrella Mountain Community College
Dysart Road Improvements
Bid No. 2739-7
Project No. 060006

Dear Mr. Tison:

Maricopa County Community Colleges notifies you that the contract has been approved. You are given Notice-to-Proceed with the above referenced work.

The Construction Contract Award Price (CCAP) is established on the basis of our acceptance of your bid in the amount as follows:

Base Bid – Part A	$779,999.25
Base Bid – Part B	$249,999.75
Total	$1,029,999.00

The formal contract has been executed by the District. You are hereby directed to proceed with the work beginning December 15, 2006, which is the start of the Contract time.

The Contract completion dates are :

Substantial Completion:
120 calendar days after Notice-to-Proceed,
which is April 13, 2007.

Final Completion:
14 calendar days after Substantial Completion,
which is April 27, 2007.

A pre-construction meeting already has been held.

Sincerely,

Michael McIntier, CPPO, C.P.M.
Director Strategic Business Operations

cc: Lionel Diaz/Arlen Solochek/<project manager>/File
Project Consultant

CONSENT AGENDA
ACTION ITEM
- Revised -

Governing Board Agenda **Meeting Date:** November 28, 2006

Item Number	Item Title	Responsible Agents
V.E.2	Contract Award for Dysart Road Improvements at Estrella Mountain Community College	Dr. Steve Helfgot Dr. Homero Lopez

Recommendation

We recommend that the Governing Board approve awarding a contract in the amount of One Million Twenty-Nine Thousand Nine Hundred Ninety-Nine and no/100ths Dollars ($1,029,999.00) to

Silver Eagle Western, L.L.C.

for improvements along Dysart Road at Estrella Mountain Community College.

Justification

The Capital Development Advisory Council (CDAC) reviewed this item at its November 28, 2006 meeting and recommended that it be submitted for Governing Board action.

EMCC wishes to proceed with improvements along Dysart Road at Estrella Mountain Community College. Scope of work includes a new traffic signal, acceleration and deceleration lanes on Dysart Road, burying overhead electrical lines, and related site work and landscaping.

Purchasing publicly advertised the bid call and received five responses on November 21, 2006. Silver Eagle Western, L.L.C. submitted the low cost proposal, which consists of base bid only. The following represents the bid tabulation, including base bid:

Company	Amount
Silver Eagle Western, L.L.C.	$1,029,999.00
Standard Construction Co., Inc.	$1,091,080.00
Visus, Inc.	$1,138,000.00
DCS Contracting, Inc.	$1,201,037.50
J. Banicki Construction, Inc.	$1,433,122.11

Early award and approval of this contract will allow work to proceed during the holiday break and reduce disruption to traffic flows in and out of the campus. A portion of the work to place the APS lines underground in the amount of $249,999.75 was added at the request of the City of Avondale. The City will reimburse the District for all costs associated with their portion of the work.

Funding will be provided from the previously approved 2004 G.O. Bond Total Project Budget of $995,000.

Funding	Approvals/Certifications
Source: EMCC G.O. Bond Const $1,029,999 Account Identification: 730-550-754120...060006 $1,029,999	Chancellor RH Academic Affairs MHyk Business Services Human Resources ITS DH Student & Community Affairs Amg 11.15.06 College President

(fpdexternal$\CDAC & Gov Board\Gov Board Items\emc.Contract Award for Dysart Rd Improvements)

SECTION 00500

OWNER-CONTRACTOR AGREEMENT

COLLEGE: Estrella Mountain Community College

PROJECT: Dysart Road Improvements, Thomas Rd. to R.I.D. Canal

PROJECT ADDRESS: 3000 N. Dysart Road, Avondale Arizona 85323

BID NO.: 2739-7 PROJECT NO.: 060006

THIS AGREEMENT, in (4) copies, made this 29th day of November, 2006, by and between Maricopa County Community College District, (hereinafter referred to as the "Owner"), whose mailing address is:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street
Tempe, Arizona 85281

And Silver Eagle Western, LLC (herein referred to as the "Contractor"); whose mailing address is:

3666 N. Miller Road
Scottsdale, AZ 85251

All correspondence, submittals and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other of a change in address.

WITNESSETH:

WHEREAS, it is the intention of the Owner to obtain the services of the Contractor in connection with the construction of:

Dysart Road Improvements

hereinafter referred to as the "Project" or the "Work" and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1
DEFINITIONS

1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.

1.2 The Contract Documents are as defined in the General and Supplemental Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

DEC 1 2 2006

Article 2
STATEMENT OF WORK

2.1 The Contractor shall provide and pay for all materials, tools, equipment and labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and exception only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work."

Article 3
DESIGN CONSULTANT

3.1 The Design Consultant (as defined in the General Conditions) shall be:

DIBBLE & ASSOCIATES
Consulting Engineers
7500 North Dreamy Draw Parkway
Suite 200
Phoenix, Arizona 85020
(602) 957-1155
(602) 957-2838 (fax)

provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Consultant and so advising the Contractor in writing, at which time the person organization so designated shall be the Consultant for purposes of this Contract.

Article 4
TIME OF COMMENCEMENT AND COMPLETION

4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.

4.2 Time is of the essence. The Contractor shall achieve Substantial Completion and Final Completion as defined in the General Conditions, within the time periods stated hereunder taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.

	Calendar Days
Substantial Completion	120
Final Completion	14

The Contractor also shall consider that the Owner needs the complete use of these facilities as quickly as possible. However, if the Contractor proposes completion of the Work on an accelerated schedule, the requirements within the General Conditions of the Contract shall be met.

4.3 The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time, as defined above under Paragraph 4.2 shall be as follows for each consecutive day beyond the Contract Time (Sundays and holidays included) for which the Contractor shall fail to complete the Work.

Substantial Completion	$350
Final Completion	$100

4.4 Because the District is further damaged in their ability to properly operate and maintain their new Work due to late or incomplete Owner training, close out documents and as-constructed drawings and specifications, the following additional damages shall be deducted for each calendar day past 30 calendar days following the date of Substantial Completion that these items remain incomplete or absent:

Close-out Completion	$ 50.00

Items that remain incomplete at final contract close out shall result in a deduction of up to 1% of the subcontract line value per the General Conditions. Only the Director of Facilities Planning and Development may waive collection of these damages.

4.5 The amount of liquidated damages set forth in Article 4.3 hereinabove shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined in the General Conditions. Liquidated damages are agreed to because actual damages in many areas will be difficult or impossible to ascertain. However, the Contract does make provision for recovery of certain known costs in addition to the liquidated damages. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

Article 5
CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of One Million Twenty Nine Thousand Nine Hundred Ninety Nine Dollars $1,029,999.00 (herein referred to as the "Contract Sum", and which includes applicable sales tax). The above Contract Sum includes $779,999.25 for Base Bid Part A and, $249,999.75 for Base Bid Part B.

Article 6
PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Consultant an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7
OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

7.2 Additional sets of drawings or specifications may be obtained from the Owner by the successful low bidder.

IN WITNESS WHEREOF, the parties, acting through their authorized signatories have set their hands as of the date first above.

OWNER: **MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

By: _____

Title: Michael McIntier, CPPO, C.P.M., Director Strategic Business Operations

Date: 12-14-06

CONTRACTOR: **SILVER EAGLE WESTERN, LLC**

By: _____

Title: Manager

Date: 12-11-06

INVITATION FOR BID 2739-7
PROJECT #060006 - DYSART ROAD
IMPROVEMENTS, ESTRELLA
MOUNTAIN COMMUNITY COLLEGE

BUYER: WONSEY
WITNESS: DEBBIE TEMPLE
DATE/TIME: 11/21/2006 3:30 PM

		BASE BID-PART A	BASE BID-PART B	TOTAL	UNIT PRICE - A	UNIT PRICE - B	UNIT PRICE - C	UNIT PRICE - D	UNIT PRICE - E					
	BIDDER'S NAME	COLLEGE WORK (SOUTH OF STA POINT 119+81)	APS LINE RELOCATION WORK FOR CITY OF AVONDALE (NORTH OF STA POINT 119+81)	BASE BID-PART A + BASE BID-PART B	4" PVC CONDUIT (PER LF)	5" PVC CONDUIT (PER LF)	JACK & BORE 18" STEEL CASE (PER LF)	DYSART ROAD BORE (PER LF)	APS SPLICE PITS (EACH)	ADDENDUM #1 & #2	BID BOND	BIDDER'S QUAL	EXEC ORDER 75-5	NON COLLUSION AFFIDAVIT
1	J. BANICKI CONSTRUCTION, INC.	$1,247,388.11	$185,734.00	$1,433,122.11	$46.00	$48.00	$580.00	$550.00	$2,300.00	Y	Y	Y	Y	Y
2	DCS CONTRACTING, INC.	$934,081.50	$266,956.00	$1,201,037.50	$32.00	$34.00	$500.00	$80.00	$1,575.00	Y	Y	Y	Y	Y
3	VISUS, INC.	$885,000.00	$253,000.00	$1,138,000.00	$35.00	$37.00	$580.00	$100.00	$1,800.00	Y	Y	Y	Y	Y
4	SILVER EAGLE WESTERN, LLC.	$779,999.25	$249,999.75	$1,029,999.00	$40.00	$42.00	$800.00	$800.00	$2,500.00	Y	Y	Y	Y	Y
5	STANDARD CONSTRUCTION CO., INC.	$834,080.00	$257,000.00	$1,091,080.00	$44.50	$47.50	$335.00	$335.00	$2,200.00	Y	Y	N	N	N
6														
7														
8														
9														
10														
11														
12														
13	BIDDER #4, ORIGINALLY DECLARED NON-													
14	RESPONSIVE. UPON LEGAL COUNSEL REVIEW,													
15	IT WAS DEEMED RESPONSIVE TO THE													
16	INVITATION FOR BID, DUE TO THE DISTRIBUTING													
17	PLAN AGENCY'S FAILURE TO PROVIDE THEM													
18	WITH ADDENDUM #2.													

4

SECTION 00300

FORM OF PROPOSAL
REVISED

Date 11-21-06 Time 3:30 P.M.

TO: Maricopa County Community College District Governing Board — OWNER

2411 West 14th Street — ADDRESS

Tempe, Arizona 85281 — CITY/STATE

FROM: SILVER EAGLE WESTERN, LLC — BIDDER

3666 N. MILLER RD — ADDRESS

SCOTTSDALE, AZ 85251 — CITY/STATE

Operating as (strike out conditions that do not apply) ~~an individual~~, ~~a Company~~, A Corporation, organized and existing under the law of the State of Arizona, or a ~~Proprietorship~~, a ~~Partnership~~, or ~~Joint Venture~~ consisting of _____

BASE BID PROPOSAL:

1. BASE BID PART A- College Work (south of STA point 119+81)

Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the bidding document for the following project:

Dysart Road Improvements Thomas Road to R.I.D Canal

(Bid Package Designation # ~~2712-7~~ 2739-1) together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation taxes, allowances, and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

SEVEN HUNDRED FORTY NINE THOUSAND NINE HUNDRED Dollars ($ 749,999.25)*

*(Including all applicable sales tax.) WIPETY NINE DOLLARS AND 25/100

said amount being hereinafter referred to as the **Base Bid A or Bid Proposal A.**

(bid form continued on next page)

(bid form continued on next page)

ADDENDA ACKNOWLEDGEMENT:

5. The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.) **ALL ADDENDA MUST BE ACKNOWLEDGED, REGARDLESS OF IMPACT ON WORK.**

Addendum No.	Date
1	11-9-06

TIME OF COMPLETION:

6. The undersigned agrees to substantially complete all work under this Contract within the dates specified in the milestone or specific date schedule, as set forth in the Owner-Contractor Agreement and the General Conditions.

CHANGES IN WORK:

7. The undersigned agrees that should changes in the work be ordered the cost, if any, shall be determined in accordance with appropriate sections of the Contract General Conditions.

BID SECURITY:

8. Bid security in the amount of ten percent (10%) **of the sum of the Base Bid A + Base Bid B,** and all positive alternates without endorsement, in the sum of:

   _____ Dollars ($ 16,500.)

   that is to become the property of the Owner in the event the Contract and Performance and Payment Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused the Owner.

9. The undersigned agrees that upon receipt of the Notice of Acceptance of his bid, he will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as may be required by the Specifications.

10. The undersigned further agrees to execute the formal Contract within ten (10) days from the date of Notice of Acceptance of this Proposal, and in case the undersigned fails or neglects to appear within the specified time to execute the Contract, and the Cashier's Check or Bid Bond accompanying this Proposal will be forfeited to the Owner by reason of such failure on the part of the undersigned.

(Telephone) 480-675-7661 (FAX) 480-675-7663

(Tax ID Number) 11-3673630

(Signature) Janet Johnson

(Name Typed) JANET JOHNSON

(Title) MEMBER

(SEAL IF BIDDER IS A CORPORATION)

Enclosures:

1. Bid Bond
2. Statement of Bidder's Qualifications
3. Executive Order 75-5
4. Non-Collusion Affidavit

(This section of the page is intentionally left blank.)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

MICHAEL J. MESENBRINK, DAVID J. HICKMAN AND JERI LYNN THOMPSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL ARIZONA

By _____
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of December, 2005.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 7th day of December, 2005, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
SUSAN ANSEL
Notary Public, State of Illinois
My Commission Expires 7/6/2008

Susan Ansel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of November, 2006.

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

Owner References:

1. Contact Name: MARK NIETUPSKI Firm Name: CITY OF PRESCOTT

Project Name : ASPHALT PAVEMENT CONSTRUCTION & UTILITY IMPROVEMENTS

Contract Value: $ 797,313 Actual/Projected Completion Date: _____

Address: 433 N. VIRGINIA
PRESCOTT, AZ 86301

Phone Number: 928-777-1130 Fax Number: 928-771-5929

2. Contact Name: JOHN KRAFT Firm Name: PINAL COUNTY

Project Name : BALSTON RD GRADING & PAVING

Contract Value: $ 840,744 Actual/Projected Completion Date: _____

Address: P.O. BOX 727
FLORENCE, AZ 85234

Phone Number: 520-866-6480 Fax Number: 520-866-6511

3. Contact Name: BYRON JASPERS Firm Name: YAVAPAI COUNTY

Project Name : CATTLE GUARD REPLACEMENT

Contract Value: $ 105,000 Actual/Projected Completion Date: 2004

Address: 1100 COMMERCE DRIVE
PRESCOTT, AZ 86305

Phone Number: 928-708-5798 Fax Number: 928-771-3167

Other Remarks: _____

(The above statements must be subscribed and sworn to before a Notary Public.)

Date 11-21-06

Firm Name SILVER EAGLE WESTERN, LLC

By [signature]

Title MEMBER

Notary Public [signature]

Notary Public State of Arizona
Maricopa County
John A Johnson Sr
Expires October

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard of race, age, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under the Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records, and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's noncompliance with the non-discrimination clauses of the contract or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for future government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be impose and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency,. the contractor may request the State of Arizona to enter into such litigation to protect the interest of the State of Arizona.

G. Each contractor having a contract containing the provisions prescribes in the section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontract and shall be in form as the Arizona Civil Rights Division may prescribe.

H. Bidders or prospective contractors of subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in the event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

I. Whenever the contractor of subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers of providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extend such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

F. Sanctions and Penalties. In accordance with such rules, regulations and orders as the Civil Rights Division may issue of adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.

1. Contracts may be cancelled in whole or in part, terminated or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.

2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.

G. This Executive Order shall become effective within (60) days of its issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be fixed the Great Seal of the State of Arizona.

DONE at the Capitol in Phoenix this First day of March in the year of Our Lord One Thousand Nine Hundred and Ninety Nine and of the Independence of the United States the Two Hundred and Twenty Third.

ATTEST: /s/ Betsey Bayless, Secretary of State
/s/ Jane Dee Hull, Governor

ACKNOWLEDGED as having read the above:

By: Janet Johnson

Firm: SILVER EAGLE WESTERN, LLC

Address: 3666 N. MILLER RD
SCOTTSDALE, AZ 85251

CITY COUNCIL REPORT

SUBJECT:
License Agreement - Verizon Wireless - Wireless Communication Facility at the Rancho Santa Fe Water Facility

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: F.R. "Rob" Emmett, P.E., Water Resources Director 623-333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a license agreement with Verizon Wireless for a Wireless Communication Facility at the Rancho Santa Fe Water Facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In the February 2006, Commscapes Telecommunication Services, an agent for Verizon Wireless LLC, approached the City with a request to place an equipment shelter, coaxial cable in underground conduit, and other peripheral support equipment at the Rancho Santa Fe Water Facility (RSFWF). Commscapes had already concluded negotiations with the Arizona Public Service Company (APS) to locate an antenna on an APS electrical transmission tower adjacent to the RSFWF. The need for the wireless antenna facility was identified from a study by Verizon to improve their wireless communication capabilities in the Dysart Road and McDowell area. City staff reviewed the request and identified the need for an administrative conditional use permit, a license agreement, and an understanding of the wireless facility operation to ensure no conflict with the City's use.

Over the past year, City staff and Commscapes resolved issues with their land survey, the administrative conditional use permit, and the structuring of the license agreement. The land survey identified the need to work with Maricopa County to extinguish old roadway easements for McDowell Road and staff is currently working to clear the encumbrance. The administrative conditional use permit has been approved by the Planning Department.

DISCUSSION:

The wireless communication antenna facility at the RSFWF will be located outside of the area used for water production and along the south perimeter wall at the east end (See Verizon Site Plan). The perimeter wall for the wireless facility will match the existing wall and an observer from McDowell Road should not be aware of a differing use. The decision to allow the wireless facility at the RSFWF supports the City's goal of minimizing the number of communication towers within the City by co-locating uses on towers. The use of an APS electrical transmission tower satisfied the goal.

The conditions of the license agreement with Verizon Wireless are summarized below:

- A 35-foot by 20-foot ground space for the equipment shelter and space from the APS tower to the ground space.
- A term of five years with one automatic five year extension unless otherwise notified by the City.
- A monthly rental fee of $1,000 with an annual increase of three percent to the previous year's fee.
- No interference or senior rights to the City's use of the property.

- Indemnify the City to the fullest extent permitted by law from injury, loss, damage, liability, or environmental negligence.
- Co-location of other wireless facilities at the RSFWF without causing interference to Verizon's use and along with APS' approval of additional uses on the tower.

BUDGETARY IMPACT:

The agreement will produce revenue to the City in the amount of $12,000 annually.

RECOMENDATION:

Staff is requesting that the City Council approve the license agreement with Verizon Wireless for a Wireless Communication Facility at the Rancho Santa Fe Water Facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Verizon

WIRELESS COMMUNICATIONS FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VERIZON WIRELESS

THIS LICENSE AGREEMENT (this "License"), dated as of February _____, 2007 ("Effective Date"), is entered into by the City of Avondale, Arizona, an Arizona municipal corporation (the "City") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (the "Licensee").

RECITALS

A. City owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located near the northeast corner of the intersection of McDowell Road and Rancho Santa Fe Boulevard, Avondale, Maricopa County, Arizona, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Property").

B. Licensee desires to use a portion of the Property in connection with its communications business. City desires to grant to Licensee the right to use a portion of the Property in accordance with this License.

AGREEMENT:

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

1. License of Premises. City grants an exclusive license (revocable as set forth in the terms and provisions of this License), to Licensee to use certain portions of the Property including (a) approximately 700 square feet of ground space, measuring thirty-five feet (35') by twenty feet (20'), (b) the space actually occupied by (but specifically not including the space above or below) Licensee's eight foot (8') high fence, (c) space on the Arizona Public Service tower (the "Tower") for Licensee's antennas and related facilities, and (d) space for cables, conduits and connections from such ground space to such tower space (but not including space above and below the proposed and actual locations of such cables, conduits and connections), as depicted on Exhibit B attached hereto and incorporated herein by reference (the "Premises"), for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "Permitted Use"), which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"). Licensee shall add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local

mandated application, including, but not limited to emergency 911 communication services, at no cost to City.

2. Licensee Changes. Subject to City's review and approval, Licensee has the right to install and operate transmission cables from a equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, upgrades or additions appropriate for Licensee's use ("Licensee Changes"). Licensee Changes include the right to construct a fence or wall around the Premises and undertake any other appropriate means to secure the Premises. City acknowledges it has received and approved of Licensee's plans for such fence or wall, and Licensee agrees the construction of such fence or wall shall be substantially consistent with such City approved plans. Licensee has the right to modify, supplement, replace, upgrade, expand the equipment, or relocate the Communication Facility within the Premises at any time during the term of this License. Licensee will be allowed to make such alterations to the Premises in order to accomplish Licensee's Changes or to ensure that Licensee's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. Term. The initial License term will be five (5) years (the "Initial Term"), commencing on the earlier of (a) the first day of the month following the date that Licensee commences construction of the Communications Facility or (b) that certain date ninety (90) days after the Effective Date ("Commencement Date"), and terminating on the fifth (5th) anniversary thereof. This License will automatically renew for one additional five (5) year term (the "Extension Term") upon the same terms and conditions unless the Licensee notifies the City in writing of Licensee's intention not to renew this License at least 60 days prior to the expiration of the existing Term. If, at least 60 days prior to the end of the Extension Term, either City or Licensee has not given the other written notice of its desire that the term of this License end at the expiration of the Extension Term, then upon the expiration of the Extension Term this License shall continue in force upon the same covenants, terms and conditions for a further term of one year, and for annual terms thereafter until terminated by either party by giving the other written notice of its intention to so terminate at least 60 days prior to the end of any such annual term (each, an "Annual Term"). If Licensee remains in possession of the Premises after the termination of this License, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this License.

4. License Fee.

a. Initial Fee. Commencing on the Commencement Date, Licensee will pay the City a monthly rental payment of $1,000.00 (the "License Fee") on the first (1st) day of the month, in advance, to City. The License Fee will be prorated for any partial months in the term of the License. City and Licensee agree that they shall execute a written acknowledgement confirming the Commencement Date. Licensee and City acknowledge and agree that initial License Fee payments to City shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement

confirming the Commencement Date is dated January 14, Licensee shall send to the City the rental payments for January 1 and February 1 by February 13.

b. Renewal Fees. Upon each anniversary of the Commencement Date during the term of the License (including the Initial Term, Extension Term, Annual Term or Holdover Term) the monthly License Fee shall be increased by an amount equal to three percent of the monthly License Fee paid during the prior year.

5. Approvals; Evaluation. City agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the Premises (collectively, the "Government Approvals"). City authorizes Licensee to prepare, execute and file all required applications to obtain Governmental Approvals for Licensee's Permitted Use under this License. In addition, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities, subject to City's review and approval, which shall not be unreasonably delayed or denied. Licensee has the right to obtain a title report and to have the Property surveyed by a surveyor of Licensee's choice. In the event Licensee determines, in its sole discretion, due to the title report results or survey results that the condition of the Premises is unsatisfactory, Licensee will have the right to terminate this License upon notice to City. Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over and under the Property, necessary to determine if the Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Governmental Approvals.

6. Termination. This License may be terminated, without penalty or further liability, as follows:

a. Default. By either party on 30 days prior, written notice, if the other party remains in default under Section 15 below, after the applicable cure periods.

b. By Licensee:

i. Failure to Obtain Approvals. Upon written notice to City, if Licensee is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or intended by Licensee.

ii. Prior to Construction. Upon written notice to City for any reason, at any time prior to commencement of construction by Licensee.

iii. After Construction. Upon 60 days prior, written notice to City for any reason, after commencement of construction by Licensee, so long as Licensee (1) pays City a termination fee equal to three months Rent, at the then applicable License

Fee rate and (2) removes any portion of the Licensee Changes existing on the Premises and restores the Property to the same condition existing on the date of this License.

iv. Unacceptable Environmental Risks. In the event Licensee becomes aware of any hazardous materials on the Property or Premises, or any environmental or industrial hygiene condition or matter relating to the Property or Premises that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the continued licensing of the Premises would expose Licensee to undue risks of government action, intervention or third-party liability, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate the License upon providing notice to City.

b. By City:

i. This License is subject to cancellation for conflicts of interest pursuant to ARIZ. REV. STAT. § 38-511.

7. Insurance.

a. General.

i. Insurer Qualifications. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this License at the City's option.

ii. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Licensee. The City reserves the right to request and receive a broker's letter explaining the coverage under any and all of the insurance policies and/or certificate of insurance listed endorsements cited in this License but has no obligation to do so. Notwithstanding any other provision of this License, City recognizes and agrees that Licensee will not provide Licensee's policies for City's review, but will provide at City's request a broker's letter describing Licensee's policy coverage and forms of such coverage. Failure to demand such evidence of full compliance with the insurance requirements set forth in this License or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this License.

iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this License, the City, its agents,

representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this License.

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

v. Primary Insurance. Licensee's insurance shall be primary insurance with respect to Licensee's performance of this License and in the protection of the City as an Additional Insured.

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

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

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

ix. Use of Subcontractors. If any work under this License is subcontracted in any way, Licensee shall execute written agreement with subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Licensee. Licensee shall be responsible for executing the agreement with subcontractor and obtaining certificates of insurance verifying the insurance requirements.

x. Evidence of Insurance. Prior to commencing any work or services under this License, Licensee shall furnish the City with certificate(s) of insurance substantially in the form attached as Exhibit C attached hereto and made a part hereof, issued by Licensee's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this License and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such

acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this License. If any of the above-cited policies expire during the life of this License, it shall be Licensee's responsibility to forward renewal certificates within ten (10) business days after the renewal date containing all the aforementioned insurance provisions. Additionally, certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Licensee's insurance shall be primary insurance as respects Licensee's performance of the License.

(3) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

b. Required Insurance Coverage.

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

requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

iii. Workers' Compensation Insurance. Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's employees engaged in the performance of work or services under this License and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

c. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled or materially change without 30 days prior written notice to the City.

8. Interference.

a. Existing Facilities. Where there are existing radio frequency user(s) on the Property, the City will provide Licensee with a list of all existing radio frequency user(s) on the Property to allow Licensee to evaluate the potential for interference. Licensee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by City, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Licensee agrees to install equipment of the type and frequency that will not cause material interference that is measurable in accordance with then existing industry standards to any equipment (of the City or other lessees of the Property) that existed on the Property prior to the date this License is executed by the parties. In the event any after-installed Licensee's equipment causes such interference, and after the City has notified the Licensee in writing of such interference, Licensee shall take all commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing.

b. Co-location. City agrees to this License under a desire to encourage co-location of equipment of multiple Licensees. City expressly reserves the right to locate additional wireless communication facilities on the Property and to grant a license to co-locate on the Property outside of the Premises, as long as said co-location does not interfere with Licensee's use. The Licensee agrees to coordinate the installation of its Equipment with other

telecommunications providers seeking installation on the Property outside of the Premises, and to cooperate with other Licensees on possible shared use of equipment, subject to other Licensees paying their appropriate share of the costs for such shared use. The Licensee shall not be granted Senior Priority Rights (defined below) with respect to other telecommunication providers identified by the City as previous or concurrent Licensees or users. The Licensee shall be granted Senior Priority Rights with respect to other telecommunications providers who are granted a License to the Property outside of the Premises after the execution of the License, with the exception of the City. In no event shall Licensee have Senior Priority Rights over any City use of the Property outside of the Premises regardless of the date such use is established on the Premises. The Licensee shall operate its wireless communications facilities and services in a manner that will not interfere with the City's or prior Licensor's use of the Property. "Senior Priority Rights" are rights bestowed based on date authorized to install wireless equipment on the Premises, such that parties without such Senior Priority Rights shall have the burden to correct any interference caused by their installation to those with Senior Priority Rights; provided the Equipment of the holder of the Senior Priority Rights is operating within the governing technical specifications.

9. Indemnification. To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold City harmless, for, from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this License, except to the extent attributable to the negligent act or willful misconduct of City, its employees, agents or independent contractors.

10. Environmental Indemnity. To the fullest extent permitted by law, Licensee agrees to hold harmless and indemnify the City, for, from, and against and, to assume all duties, responsibilities and liabilities at its sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the Licensee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, and activities conducted by the Licensee thereon, except to the extent attributable to the negligent act or willful misconduct of the other party, its employees, agents or contractors. The indemnifications of this Section 10 specifically includes reasonable costs, expenses and fees incurred in connection with any investigation of the Premises, conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 10 will survive the expiration or termination of this License.

11. Removal/Restoration. All portions of the Communication Facility brought onto the Premises by Licensee will be and remains Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. City covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by

Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the City that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of the Licensee and may be removed by Licensee at any time during the Term. Upon expiration of the term of this License, or within 60 days of the earlier termination of this License, Licensee shall remove all of Licensee's above-ground improvements and Licensee shall restore the Premises to its condition at the commencement of the License, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. If such time for removal causes Licensee to remain on the Premises after termination of this License, Licensee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal is completed.

12. Maintenance/Utilities.

a. Premises Maintenance. Licensee will keep and maintain the Premises in good condition, reasonable wear and tear, damage from the elements, and loss by casualty or other causes beyond Licensee's control excepted. City will maintain and repair the Property and access thereto, in good and usable condition, subject to reasonable wear and tear and damage from the elements.

b. Utilities. Licensee will be responsible for paying on a monthly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, City will provide Licensee with the necessary monthly usage data in a timely manner to enable Licensee to pay such utility charges. City will not be responsible for interference with, interruption of or failure, beyond the reasonable control of City, of such services to be furnished or supplied by City.

13. Default and Right to Cure.

a. By Licensee. The following will be deemed a default by Licensee and a breach of this License: (i) non-payment of License Fee if such License Fee remains unpaid for more than 30 days after receipt of written notice from City of such failure to pay or (ii) Licensee's failure to perform any other term or condition under this License within 45 days after receipt of written notice from City specifying the failure; provided, however, that if the default is of a nature that cannot be reasonably cured within 45 days, no such default will be deemed to exist if Licensee has commenced to cure such default within such cure period if such efforts are prosecuted to completion with reasonable diligence; provided, further, that in no event shall such cure period extend beyond 90 days. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, City will have the right to exercise any and all rights and remedies available to it under law and equity.

b. By City. The following will be deemed a default by City and a breach of this License. City's failure to perform any term, condition or breach of any warranty or covenant under this License within 45 days after receipt of written notice from Licensee specifying the failure. City's failure to perform any other term or condition under this License within 45 days

after receipt of written notice from Licensee's specifying the failure; provided, however, that if the default is of a nature that cannot be reasonably cured within 45 days, no such default will be deemed to exist if City has commenced to cure such default within such cure period if such efforts are prosecuted to completion with reasonable diligence; provided, further, that in no event shall such cure period extend beyond 90 days. Delay in curing a default will be excused if due to causes beyond the reasonable control of City. If City remains in default beyond any applicable cure period, Licensee will have the right to exercise any and all rights available to it under law and equity.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this License shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) sent by the U.S. Mail, certified, return receipt requested, to the address set forth below, (c) sent by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the address set forth below, or (d) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-478-3802 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Licensee:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate (Site name: PHO Palm Valley)

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notice shall be effective for deliveries, mailing, or courier service upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing, or when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15. Casualty. City will provide notice to Licensee of any casualty affecting the Premises within 48 hours of the casualty. If any part of the Communication Facility or Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this License by providing written notice to the City, which termination will be effective as of the date of such damage or destruction. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a pro rata basis. If notice of termination is given, or if City or Licensee undertake to rebuild the Communications Facility, City agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional License Fee until such time as Licensee is able to secure a permanent replacement transmission location or the reconstruction of the Communication Facility is completed; provided, however, that such temporary facilities shall not be used on the Premises beyond six months from the date of such casualty.

16. Taxes. Licensee shall be responsible for all taxes levied upon Licensee's improvements (including Licensee's equipment building) on the Premises. City shall provide Licensee with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event less than seven business days after receipt by City.

17. Miscellaneous.

a. Amendment/Waiver. This License cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the City and an authorized agent of the Licensee. No provision may be waived except in a writing signed by both parties.

b. Entire Agreement. This License and the exhibits attached hereto, all being a part hereof, constitute the entire License of the parties hereto and will supersede all prior offers, negotiations and Licenses with respect to the subject matter of this License.

c. Governing Law. This License will be governed by the laws of the state of Arizona, without regard to conflicts of law.

d. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof, (ii) use of the term "including" will be interpreted to mean "including but not limited to," (iii) whenever a party's consent is required under this License, except as otherwise stated in the License or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed, (iv) exhibits are an integral part of the License and are incorporated by reference into this License, (v) use of the terms "termination" or "expiration" are interchangeable and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

e. No Electronic Signature; No Option. The submission of this License to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This License will become effective as a binding License only upon the handwritten, legal execution, acknowledgment and delivery hereof by City and Licensee.

f. Assignment. This License may be sold, assigned or transferred by Licensee without any approval or consent of the City to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership or control of Licensee shall constitute an assignment hereunder. As to other parties, this License may not be sold, assigned or transferred by Licensee without the prior written consent of City. City may assign this License to any subsequent owner of the Property or Premises, and City agrees to provide Licensee 60 days prior written notice of said assignment. This License shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

g. Severability. If any term or condition of this License is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision where not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this License then the License may be terminated by either party or upon ten business days prior, written notice to the other party hereto.

IN WITNESS WHEREOF, the parties have caused this License to be effective as of the last date written below.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

Date: _____

"**Licensee**"

Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless

By:_____
Keith A. Surratt
West Area Vice President, Network

Date: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of _____ _____, a _____ corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC, a limited liability company, dba Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC, a limited liability company, dba Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Print or Type Name: _____
Notary Public in and for the State of AZ, residing at
_____
My appointment expires: _____

EXHIBIT A
TO
WIRELESS COMMUNICATIONS FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VERIZON WIRELESS

[Property Legal Description and Map]

See following pages.

EXHIBIT B
TO
WIRELESS COMMUNICATIONS FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VERIZON WIRELESS

[Premises Depiction and Map]

See following pages.

EXHIBIT C
TO
WIRELESS COMMUNICATIONS FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VERIZON WIRELESS

[Form of Certificate of Insurance]

See following pages.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY) 01/30/07

PRODUCER
Aon Risk Services, Inc. of New York
55 East 52nd Street
New York NY 10055

PHONE - (866) 266-7475 FAX - (866) 467-7847

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	American International Specialty Lines
COMPANY B	American Home Assurance Co.
COMPANY C	Insurance Company of the State of PA
COMPANY D	Illinois National Insurance Co

INSURED
Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

COVERAGES SIR May Apply

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	**GENERAL LIABILITY**	4024042 General Liability	06/30/06	06/30/07	GENERAL AGGREGATE	$2,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$2,000,000
	[ ] OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$2,000,000
					FIRE DAMAGE(Any one fire)	$2,000,000
					MED EXP (Any one person)	$10,000
B	**AUTOMOBILE LIABILITY**	3851933 Auto Liability	06/30/06	06/30/07	COMBINED SINGLE LIMIT	$2,000,000
	[X] ANY AUTO					
B	[ ] ALL OWNED AUTOS	3852428 Auto Liability - Texas	06/30/06	06/30/07	BODILY INJURY (Per person)	
B	[ ] SCHEDULED AUTOS	CA3852429 Auto Liability-Mass	06/30/06	06/30/07		
	[ ] HIRED AUTOS				BODILY INJURY (Per accident)	
B	[ ] NON-OWNED AUTOS	3852430 Auto Liability-VA	06/30/06	06/30/07		
	[X] Self Insured for				PROPERTY DAMAGE	
	[ ] Physical Damage					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURRENCE	
	[X] UMBRELLA FORM				AGGREGATE	
	[ ] OTHER THAN UMBRELLA FORM					
B	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY**	WC7576018 AOS	06/30/06	06/30/07	[X] WC STATUTORY LIMITS [ ] OTHER	
B	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL	WC7576019 CA	06/30/06	06/30/07	EL EACH ACCIDENT	$1,000,000
					EL DISEASE-POLICY LIMIT	$1,000,000
					EL DISEASE-EA EMPLOYEE	$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
New Build Site, Site Name: PHO Palm Valley, Location Code 166718.

CERTIFICATE HOLDER

City of Avondale, Arizona
an Arizona municipal corporation
Attn: Risk Manager
Avondale AZ * USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Holder Identifier:

Certificate No: 570021051706

© ACORD CORPORATION 1988

Attachment to ACORD Certificate for Cellco Partnership

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

COMPANY E	National Union Fire Ins Co of Pittsburgh
COMPANY	
COMPANY	
COMPANY	
COMPANY	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	WORKERS COMPENSATION					
C		WC7576070 FL	06/30/06	06/30/07		
C		WC7576072 AR, MA, NV,TN, VA	06/30/06	06/30/07		
D		WC7576073 MI, NY, WI	06/30/06	06/30/07		
E		7576071 OR	06/30/06	06/30/07		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate No: 570021051706

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Pacific Municipal Consultants - Planning Staffing Services

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager - 333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Pacific Municipal Consultants to provide professional planning contract staffing services in an amount not to exceed $80,000 and authorize the Mayor or City Manager and the City Clerk to execute the associated contract documents.

BACKGROUND:

Effective January 2, 2007, three (3) planner positions in the Planning Division of the Development Services Department are vacant. On-going difficulties in filling two (2) of these positions and the recent resignation of the Principal Planner created an immediate need to find qualified personnel to process development projects. Staff discussed this need with the City Manager and decided to fulfill this need with professional contract staff.

DISCUSSION:

Staff reviewed the processes detailed in the City Code to determine the most expeditious method available to retain these services. The Code provides three methods as follows: 1) a formal qualification based process including advertising and soliciting Statement of Qualifications, interviews and selection based on qualifications; 2) qualification based selection of firms included in the City's Pre-qualified Professional Services List; and, 3) declaration of an emergency by the City Manager with subsequent selection of a qualified firm through an expedited process. Due to the critical nature of this issue, the City Manager declared an emergency and authorized the retention of Pacific Municipal Consultants (PMC) to provide professional planning contract staffing. PMC staff began work on December 26, 2006 for an Associate Planner and January 2, 2007 for a Principal Planner. PMC will provide these two (2) professional planners to supplement existing Planning Division staff. The Principal Planner has over 20 years experience and will assist in the oversight of the division, scheduling and working on the more complex planning cases. The rate for this position is $120 per hour not to exceed 30 hours per week through the end of March 2007. The Associate Planner also has over 20 years of local municipal planning experience with the cities of Glendale and Phoenix. He will primarily process commercial site plans and provide assistance to existing staff with subsequent reviews of current projects. The rate for this position is $100 per hour not to exceed 20 hours per week through the end of March 2007. The total amount of the contract will not exceed $80,000 for these positions. Staff is aggressively recruiting full time permanent staff for the Planning Division and intends to fill the vacancies within the next two months.

BUDGETARY IMPACT:

Funding for this contract will be paid through Fund No. 101-5400, Line No. 6180.

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Pacific Municipal Consultants to provide professional planning contract staffing services in an amount not to exceed $80,000 and authorize the Mayor or City Manager and the City Clerk to execute the associated contract documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PACIFIC MUNICIPAL CONSULTANTS

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of January 16, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Pacific Municipal Consultants, a California corporation (the "Consultant").

RECITALS

A. Pursuant to Section 25-22 of the City Code, the City may directly select firms to perform services upon declaration of an emergency.

B. The City desires to enter into this Agreement with the Consultant to provide planning staffing assistance (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $80,000.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit B and incorporated herein by reference.

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

5. Ownership of Documents. Any documents, data, reports, drawing or other such materials prepared in connection with this Agreement shall become the property of the City. Consultant shall not be held liable for any reuse of such City-owned materials for purposes outside this Agreement.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees

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that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance.

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards observed by a competent practitioner of the profession in which Consultant is engaged.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies

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and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required are performed in accordance with this Agreement.

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

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

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

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

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

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j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

RW

11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

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Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement. City agrees not to solicit for employment the employees of the Consultant who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of one year after termination of this Agreement except with the written permission of the Consultant, except that nothing in this paragraph shall preclude the City from publishing or otherwise distributing applications and information about job openings where such publication or distribution is directed to the general public.

14.2 Laws and Regulations. The Consultant and any person for whom the Consultant is responsible shall use the standard of care usual in their professions to keep fully informed and in compliance with all applicable rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of

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the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

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

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

RW

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Pacific Municipal Consultants 10461 Old Placerville Road, Suite 110 Sacramento, California 95827 Facsimile: 916-361-1574 Attn: Philip O. Carter

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

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

PW

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

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

"City"

CITY OF AVONDALE, an Arizona municipal corporation

_____

Charles P. McClendon, City Manager

ATTEST:

_____

Linda M. Farris, City Clerk

"Consultant"

PACIFIC MUNICIPAL CONSULTANTS, a California corporation

By: _____

Name: Philip O. Carter

Its: President

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of Pacific Municipal Consultants, a California corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

See attached California Acknowledgement

RW

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PACIFIC MUNICIPAL CONSULTANTS

[Scope of Work]

See following page.

RW

Scope of Services

PMC staff will provide planning assistance including counter coverage, processing of applications, including review for application completeness, corresponding with project sponsors, conducting (or managing) planning case/project application review, preparing staff reports and analysis, coordinating noticing and other City procedures, and participating in necessary meetings and hearings, and other duties, as needed.

Senior level staffing will provide oversight and assist in the management of junior level professional planning staff including, but not limited to, case assignment, scheduling, Planning Commission liaison, and other duties necessary to facilitate the management of the Planning Division.

PW

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PACIFIC MUNICIPAL CONSULTANTS

[Fee Estimate]

See following page.

RW

Contract Staffing Rates

Associate Planner:	Basis of Fee:	$100/ hour @ 20 hours/week for 14 weeks.
	Total estimated hours:	280 hours
	Total Contract Fee:	$28,000
	Start date:	December 16, 2006
	End Date:	March 29, 2007
Senior Planner:	Basis of Fee:	$120/ hour @ 30 hours/week for 13 weeks.
	Total estimated hours:	390 hours
	Total Contract Fee:	$46,800
	Start date:	January 2, 2007
	End Date:	March 29, 2007

AW

CITY COUNCIL REPORT

SUBJECT:
Profesional Services Agreement - Wilson Company - Van Buren Street Corridor Study - 107th Avenue to 99th Avenue

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, 623.333.4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Wilson Company for the "Van Buren Street Corridor Study" project from 107th Avenue to 99th Avenue in the amount of $81,800 and authorize the Mayor or City Council and City Clerk to execute the necessary documents.

BACKGROUND:

Van Buren Street from 107th Avenue to 99th Avenue falls between the City of Avondale and the City of Tolleson boundary limits with Avondale bordering the north side of the road and Tolleson on the south side. The City has jurisdiction and maintenance over Van Buren Street.

Development requirements are inconsistent throughout this corridor between the two agencies regarding right-of-way widths and traffic signals. Staff from both cities determined that this segment of Van Buren Street should be studied to identify future needs such as right-of-way widths and control access. Staff proposes that the Wilson Company provide a report to evaluate and define the future needs for Van Buren Street from 107th Avenue to 99th Avenue.

DISCUSSION:

The City of Avondale Transportation Plan adopted by City Council in October 2006 demonstrates the need to widen Van Buren Street throughout the City from 4-lane to 6-lanes in the future. Due to inconsistent right-of-way widths along Van Buren Street between 107th Avenue and 99th Avenue, and uncertainty of appropriate locations for future traffic signals, staff from Avondale and Tolleson met and determined that a corridor study was warranted to analyze these issues and develop alternative solutions to be shared by the two cities.
The proposed study will document existing conditions in the corridor; evaluate right-of-way needs to meet City of Avondale standards for a future six (6)-lane roadway; and propose access management solutions within the corridor, such as median openings and traffic signal locations. The study will also include the following:

- Mapping of future opportunities and existing constraints
- Coordinating with existing development to determine traffic circulation patterns and develop and evaluate alternatives
- Meeting with stakeholders

An agreement between the City of Avondale and the City of Tolleson to cost-share the proposed project at 50 percent will be brought forward for Council approval at the February 20, 2007 meeting.

The project is expected to take approximately five (5) months, with a contract completion date of August 1, 2007.

BUDGETARY IMPACT:

The cost of the proposed project is not-to-exceed $81,800 and funding is available in Fund Line No. 304-1111-00-8420 McDowell Improvements-99th Avenue to Avondale Boulevard. Tolleson will reimburse the City of Avondale for their share of the cost.

RECOMENDATION:

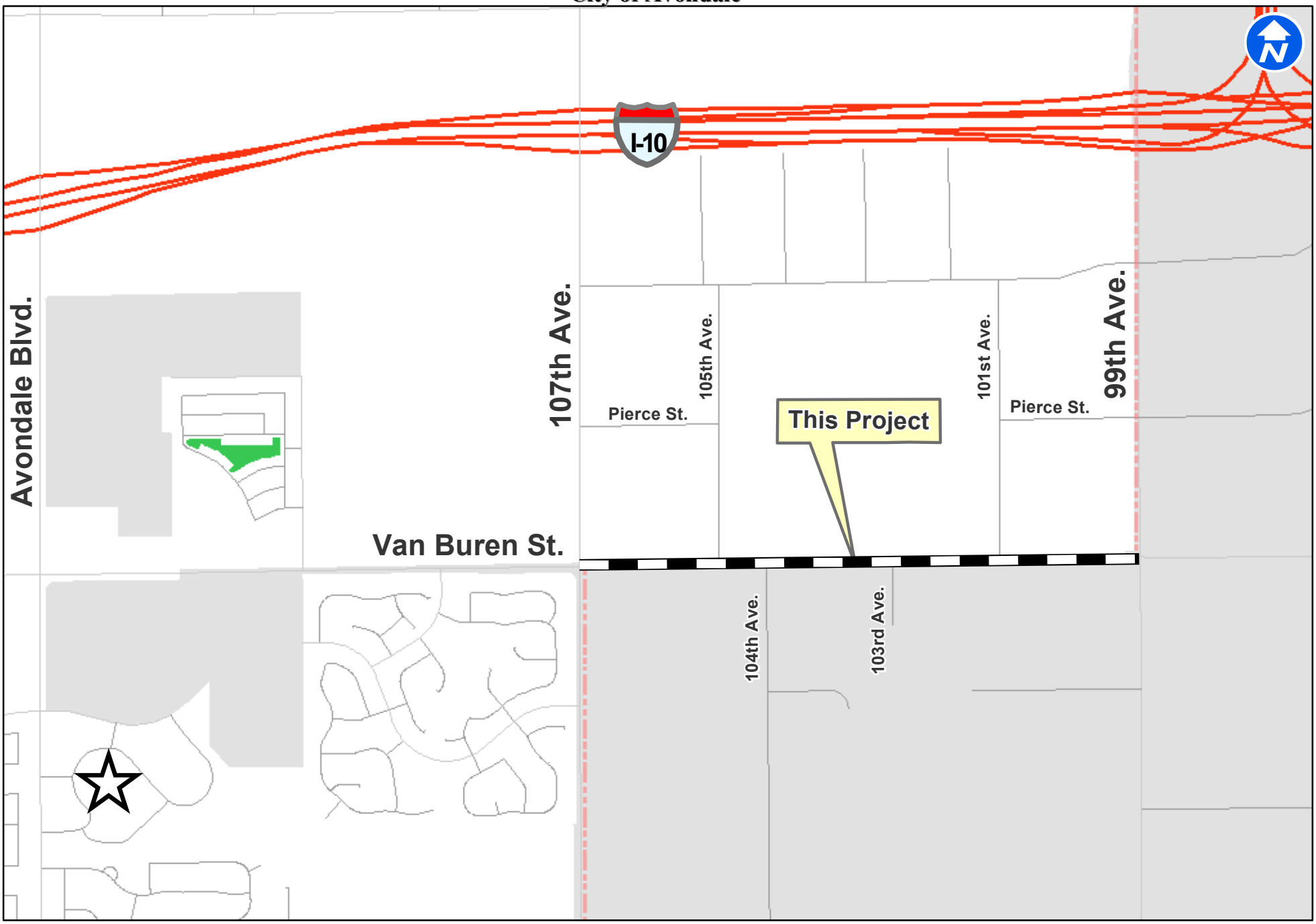
Staff recommends the City Council approve a Professional Services Agreement with Wilson Company for the "Van Buren Street Corridor Study" project from 107th Avenue to 99th Avenue in the amount of $81,800 and authorize the Mayor or City Council and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Professional Services Agreement

City of Avondale



January 2007 - GIS / MAPPING SECTION

Van Buren St Corridor Study
From 107th Ave. to 99th Ave.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Wilson & Company, Inc., Engineers & Architects, a Kansas corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for an assessment of the Van Buren Street corridor (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 1, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $81,800.00 for the Services, as set forth in Exhibit A.

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

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are

not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to

demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

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13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

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14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

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

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

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Wilson & Company 9633 South 48th Street, Suite 290 Phoenix, Arizona 85044-5658 Facsimile: 480-893-8968 Attn: Daniel F. Marum

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

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

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

[Scope of Work]

See following pages.

WILSON
&COMPANY

9633 S. 48th Street, Suite 290
Phoenix, Arizona 85044-5658
480-893-8860
480-893-8968 Fax

January 4, 2007

K. Kelly LaRosa, P.E., A.I.C.P.
Traffic Engineer
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

RE: Van Buren Avenue Corridor Study

Dear Ms. LaRosa:

Thank you for considering Wilson & Company for this project. We are pleased to submit this DRAFT Scope of Work for your review and comment.

The attached work plan outlines a proposed approach to the assessment of the Van Buren Avenue Corridor. The final product will be a Corridor Study that presents an assessment of the corridor access and right-of-way conditions and a set of recommendations for managing the current and future development access along Van Buren Avenue.

We appreciate the opportunity to provide transportation planning and traffic engineering services to you and look forward to working with you.

Please contact me at 480-893-8860 if you have any questions about the attached Scope of Work.

Sincerely,
WILSON & COMPANY

Dan Marum, Associate
Transportation Planning Manager

Attachment

cc:

CITY OF AVONDALE
VAN BUREN AVENUE CORRIDOR STUDY

DRAFT Scope of Work for Review

January 4, 2007

Prepared For:
City of Avondale

Prepared By:
Wilson & Company

CITY OF AVONDALE
VAN BUREN AVENUE CORRIDOR STUDY
DRAFT Scope of Work for Review

1.0 INTRODUCTION

The scope of work is organized in the following sections:

- Purpose
- Work Plan
- Project Schedule
- Project Fee

2.0 PURPOSE

The purpose of this work plan is to prepare a Corridor Study report that documents existing conditions in the Van Buren Avenue corridor between 99th Avenue and 107th Avenue, evaluates right-of-way needs to meet current City of Avondale roadway standards, and proposes access management solutions within the corridor.

3.0 WORK PLAN

3.1 Project Kickoff Meeting

The purpose of this task is to verify the key roles in the project, fully define the scope of work and project assessment study area, and clarify the project schedule and key milestone dates. This meeting will include the Wilson & Company project team and staff from the City of Avondale and the City of Tolleson. The meeting will be used as a means to develop a clear project purpose to guide the assessment of the corridor in developing alternatives to address the anticipated future conditions.

Task WORK PRODUCT: Meeting minutes and revised scope and schedule.

3.2 Existing and Future Conditions

3.2.1 Collect and Document Existing Conditions Data

The purpose of this task is to fully understand the existing conditions in the corridor.

3.2.1.1 Field Review

This task will identify intersection and roadway geometrics, traffic control (including all driveway locations), and the existing right-of-way for both the north and south sides of Van Buren Avenue. The existing conditions will be documented and set on aerial base mapping.

3.2.1.2 Volume Data Collection

Daily and peak hour traffic volumes and traffic patterns will be researched and documented through existing count information provided by the City of Avondale and the City of Tolleson. Supplemental count information (AM and PM) and classification information may be collected at major and minor intersections (107th, 105th, 104th, 103rd, 101st, 99th) and driveways (up to six) during peak hours if no existing information is available. Peak period counts may be collected at 107th and Cowden

Lane (3/4 mile south of Van Buren) as necessary for a complete evaluation of the network effects of the alternatives.

3.2.1.3 Volume Data Preparation

The traffic volume information will be balanced between intersections, standardized, and used to generate an operational analysis (see Task 3.2.2.2) of the corridor using Synchro/SimTraffic operational analysis software.

3.2.2 Existing Conditions Analysis

The purpose of this task is to evaluate the existing conditions in the corridor including the physical and operational conditions.

3.2.2.1 Geometric Analysis

The physical conditions will be assessed against current standards to identify physical deficiencies in the lanaeage, roadway cross-section, and access locations.

3.2.2.2 Operations Analysis

The task will use the traffic volumes developed in the data collection effort in an operations analysis of the intersections and roadway segments on Van Buren Avenue in the project study area. The use of trucks on Van Buren Avenue by adjacent businesses will be included as part of the operations analysis. The task will assess the level of service of intersections and driveways using Synchro/SimTraffic analysis software to determine LOS.

3.2.2.3 Safety Analysis

An analysis of the safety concerns in the corridor regarding access to businesses and developments will be conducted. The analysis will include a review of accident history over the past three years and a review of existing safety concerns as identified by the City of Avondale and the City of Tolleson.

3.2.3 Research of Future Conditions

The purpose of this task is to research future conditions already evaluated or proposed in other studies and incorporate the information for use in the opportunities and constraints mapping task discussed below. The task will research existing traffic studies, development submittals, and operations studies related to the corridor or adjacent corridors. Each report will be reviewed and the relevant information in each report will be documented for reference.

Task WORK PRODUCT: Documentation of all related traffic studies within or adjacent to the project study area.

3.2.4 Opportunities and Constraints Mapping/Analysis

The purpose of this task is to document the future opportunities and constraints in the corridor including the proposed adjacent land use and future developments in the corridor.

3.2.4.1 Roadway Cross Section Analysis

This task will apply the roadway cross section standards proposed for the Van Buren Avenue corridor to the existing condition. The application of the roadway standard will identify right-of-way constraints on both the north and south sides of the corridor.

3.2.4.2 Roadway Access Analysis

The task will identify potential access relocations, consolidations, and site circulation opportunities and constraints.

3.2.4.3 Forecast Volume Analysis

Forecast volumes for the corridor under year 2030 planning conditions will be developed using existing conditions volumes and growth forecasts from model data and other sources (impact studies, planned development, etc.) provided by the City of Avondale and the City of Tolleson to be presented for consideration in the development of alternatives. Daily and peak hour projections will be developed.

3.2.4.4 Forecast Base Conditions Operations Analysis

The task will use the 2030 traffic volumes in an operations analysis of the intersections and roadway segments on Van Buren Avenue in the project study area. The task will assess the level of service of intersections and driveways using Synchro/SimTraffic analysis software to determine LOS.

3.2.5 Graphics and Documentation

Working Paper #1 will include documentation of existing and future conditions to be incorporated into the Final Corridor Study report. Working Paper #1 will include text and maps presenting existing and future conditions. The maps will be on an aerial base showing roadway geometry, laneage, driveway locations, access type, intersection control, ADT and peak hour volumes, turning movements, and right-of-way. In addition the paper will include an existing conditions operations analysis including intersection and driveway levels of service and a safety assessment overview.

Opportunities and constraints for future conditions in the corridor will be mapped on aerials for the working paper and on roll plots. These maps will be used in a workshop to develop alternatives for consideration. The roll plot mapping will include future developments, proposed land uses, standard roadway cross sections, right-of-way (current and needed), access considerations, internal site circulation considerations, and forecast volume data,

Wilson & Company will submit preliminary graphics for internal staff review and comment. Wilson & Company will respond to internal staff comments and prepare and submit the final graphics for use by the project team in an alternatives development workshop.

Task WORK PRODUCT: Up to ten copies of Working Paper #1 – Summary of Existing and Future Conditions using a 1”=100’ scale aerial for mapping.

Opportunities and constraints mapping on roll plots and 11x17 of the corridor showing future conditions in the corridor (scale to be determined).

3.3 Alternatives Assessment

3.3.1 Alternatives Development Workshop

The purpose of this task is to present and discuss initial corridor alternatives and refine or develop alternatives with the City of Avondale and the City of Tolleson using the opportunities and constraints maps developed in the previous task. The task will identify project alternatives that will meet the purpose of the project. Project mapping on roll plots will be provided for discussion and sketching of alternatives.

3.3.2 Corridor Coordination

The purpose of this task is to conduct up to five on-site meetings with adjacent business owners. Once initial concepts are developed, business owners will be contacted to discuss the existing and future corridor issues, present the purpose of the project, and ask for feedback on how each concept affects their business operations. The feedback will be documented and incorporated into corridor concepts if appropriate.

3.3.3 Analysis of Feasible Alternatives

The purpose of this task is to evaluate up to four corridor alternatives (three alternatives defined by the technical workshop above and a No Action alternative) including right-of-way requirements, circulation revisions, access management, and operations. The task will identify the technical considerations for Van Buren Avenue from three perspectives:

3.3.3.1 Access Control Analysis

Access control strategies to Van Buren Avenue through intersections and driveways. The analysis will focus on the consolidation of access and pursuing access restrictions where feasible given business access considerations.

3.3.3.2 Operations Analysis

Operations of Van Buren Avenue and adjacent roadways (as necessary) for intersections and roadway segments in the project corridor. The analysis will assess the level of service for proposed and existing signals and unsignalized intersections/driveways. In addition, the analysis will include a simulation exercise (SimTraffic) of the corridor to identify potential queuing/safety concerns at access points.

3.3.3.3 Secondary Circulation Analysis

Considerations of secondary circulation for developments (existing or otherwise) leading to revised or restricted access control. The analysis will assess the feasibility of providing secondary circulation access to Van Buren Avenue or adjacent streets such as 99th Street and/or 107th Street.

3.3.4 Alternative Screening Analysis

3.3.4.1 Identification of Deficiencies and Mitigation

The purpose of this task is to identify deficiencies of the feasibility alternatives and identify mitigation opportunities for impacts related to each alternative.

3.3.4.2 Selection of Recommended Alternative

The purpose of this task is to develop a performance-based comparative analysis of mitigated alternatives. The task will develop criteria in conjunction with City of Avondale and City of Tolleson staff to aid in review and selection of a recommended alternative.

3.3.5 Graphics and Documentation

Working Paper #2 will include documentation (text and maps) presenting the development of alternatives and preliminary recommendations. The maps will be on an aerial base showing each alternative including operations, alignments, cross-sections, access, and circulation.

Wilson & Company will submit preliminary graphics for internal staff review and comment. Wilson & Company will respond to internal staff comments and prepare and

submit the final graphics for use by the project team in an alternatives development workshop.

Task WORK PRODUCT: Up to ten copies of Working Paper #2 - Development of Alternatives and Preliminary Recommendations using a 1”=100’ scale aerial for mapping.

3.4 Draft Corridor Report and Preliminary Recommendations

The purpose of this task is to document the findings of the corridor study and present a draft corridor study document and set of preliminary recommendations. The draft report will incorporate Working Papers #1 and #2 and include all text and graphics for a complete presentation of information, including a conceptual cost estimate for the preliminary recommendation.

3.4.1 Preliminary Cost Analysis

This task will include the development of conceptual cost information related to the preliminary alternative recommendation. The cost estimate will include estimates for intersection and roadway improvements, access restrictions, right-of-way acquisitions, and circulation enhancements.

3.4.2 Graphics and Documentation

The draft document will outline in a document format the existing conditions, the opportunities and constraints, the feasible alternatives, and preliminary recommendations.

The document will include the preparation or incorporation of maps and figures to illustrate information pertinent to the project. The preliminary recommendations will include right-of-way restrictions, roadway alignment and cross sections, access restrictions, access locations/median breaks, truck route considerations, secondary circulation considerations, and traffic signal locations.

Wilson & Company will submit a preliminary draft document for internal staff review and comment. Wilson & Company will respond to internal staff comments and prepare and submit the final Draft Corridor Study for use by the City of Avondale and the City of Tolleson.

Task WORK PRODUCT: Up to ten copies each of the preliminary and final of the 11x17 Draft Corridor Study using a 1”=100’ scale aerial for mapping.

3.5 Respond to Comment and Prepare Final Report

The purpose of this task is to respond to comments on the Draft Corridor Study and present a Final Corridor Study document.

Task WORK PRODUCT: Up to ten copies of the 11x17 Final Corridor Study using a 1”=100’ scale aerial for mapping.

3.6 Project Coordination

The purpose of this task is to provide general project coordination through meetings (6), phone calls, emails, and other communications with the City of Avondale and/or the City of Tolleson. This task does not include the special project meetings (Kickoff, Alternatives Development Workshop, and Corridor Coordination Meetings with business owners)

4.0 PROJECT SCHEDULE

The following list identifies the estimated schedule referenced to the Notice to Proceed for completion of tasks associated with each step of the work plan.

Project Kickoff.....Week 1

Existing and Future Conditions

- **Collect and Document Existing Conditions .....Week 2**
- **Existing Conditions Assessment .....Week 2 – 3**
- **Research of Future Conditions.....Week 1**
- **Opportunities and Constraints Mapping .....Week 3 – 4**
- **Working Paper #1.....Week 5 - 6**

Alternatives Assessment

- **Alternatives Development Workshop .....Week 6**
- **Corridor Coordination .....Week 7 – 8**
- **Analysis of Feasible Alternatives.....Week 9 – 10**
- **Identification of Deficiencies and Mitigation .....Week 11**
- **Working Paper #2.....Week 12 – 13**

Draft Corridor Report.....Week 14 – 15

Review.....Week 15 – 16

Final Corridor Report.....Week 17 – 18

5.0 PROJECT FEE

Task	Description	Project Manger / Principal (Marum)	Deputy PM / Project Engr. (Pouliot)	Traffic Engineer	CADD Support	Admin / Graphics
	Hourly Rate:	$185.00	$155.00	$95.00	$85.00	$65.00
3.1	**Project Kickoff Meeting**	6	6			
3.2	**Existing Conditions**					
3.2.1	Collect and Document Existing Conditions					
3.2.1.1	Field Review		8	12	4	
3.2.1.2	Volume Data Collection (AM/PM)			12		8
3.2.1.3	Volume Data Preparation			6		
3.2.2	Existing Conditions Assessment		10			
3.2.2.1	Geometric analysis			8		2
3.2.2.2	Operations analysis			10		
3.2.2.3	Safety Analysis			4		
3.2.3	Research Future Conditions		2	6		
3.2.4	Opportunities and Constraints Mapping/Analysis					
3.2.4.1	Roadway Cross Sections Analysis		8	8	8	8
3.2.4.2	Roadway Access Analysis		16	16	8	
3.2.4.3	Forecast Volume Analysis		4	12		
3.2.5	Graphics and Documentation			8		
3.3	**Alternatives Assessment**					
3.3.1	Alternatives Development Workshop	6	6	6	4	4
3.3.2	Corridor Coordination Meetings (5)	12	12			
3.3.3	Analysis of Feasible Alternatives (4)					
3.3.3.1	Access Control Analysis		16	16	8	
3.3.3.2	Operations Analysis		4	16		
3.3.3.3	Secondary Circulation Analysis		10	8		4
3.3.4	Alternatives Screening Analysis					
3.3.4.1	Identification of Deficiencies and Mitigation	2	4			
3.3.4.2	Selection of Recommended Alternative	2	4			4
3.4	**Draft Corridor Report / Preliminary Recommendations**					
3.4.1	Prelim. Concept cost analysis			16		
3.4.2	Graphics and Documentation		8	8	16	20
3.4.3	Develop Draft Report (internal staff)	4		8	4	4
3.4.4	Respond to Comments		4	8		
3.4.5	Finalize Draft Report	2	2	8	6	2
3.5	**Final Report**					
3.5.1	Graphics and Documentation	4	8	8	12	8
3.5.2	Develop Final Report			8		6
3.6	**Project Coordination**					
3.6.1	General Meetings (6)(not including Kickoff, Workshop, or Corridor meetings)	20	10			
3.6.2	General Coordination Activities	20	12			
	Subtotal Hours:	***82***	***164***	***240***	***90***	***100***
	Subtotal Cost:	***$15,170***	***$25,420***	***$22,800***	***$7,650***	***$6,500***

Total Labor Cost	**$77,540**
Total Direct Expenses	**$4,260**
Total Cost Estimate	**$81,800**

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - United Civil Group - Traffic Sign Inventory

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer – 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement for a "Traffic Sign Inventory" project with United Civil Group in the amount of $51,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

The City currently does not have an inventory or record of the number and location of traffic signs along city streets. An inventory is needed to process work order requests from internal and external customers for missing and/or damaged traffic signs; and it will also allow staff to conduct preventative maintenance with regularly scheduled repair and night-time checks. A record of an inventory of signs will allow staff to better manage assets, plan and budget for routine repair and maintenance, and keep up with state and federal standards.

The Engineering Traffic Division proposes to conduct an inventory of all traffic signs in the City on public streets. It is estimated that there are approximately 20,000 to 30,000 existing signs. The inventory will be collected with handheld global positioning system (GPS) units to capture sign location, type, condition, and other details. The proposed inventory will be delivered to the City in a format that will be compatible with future software systems for work order and asset management programs. After the inventory is completed, future installations will be captured by staff, who will also be responsible for conducting routine repair and maintenance. The inventory project (data collection, database compilation and staff training) is expected to take approximately three (3) months, with a contract completion date of May 1, 2007.

BUDGETARY IMPACT:

The cost of the proposed project is not-to-exceed $51,000 and is available in the Traffic Engineering Division's budget - Other Professional Services in Traffic Safety/Special Studies line item number, 201-5925-00-6180.

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement for a "Traffic Sign Inventory" project with United Civil Group in the amount of $51,000 and authorize the mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNITED CIVIL GROUP CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and United Civil Group Corporation, an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for traffic sign inventory (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 30, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $51,000.00 for the Services, as set forth in Exhibit A.

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

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are

expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

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

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

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-478-3802 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	United Civil Group 2803 North 7th Avenue, Suite 16 Phoenix, Arizona 85007 Facsimile: 602-265-6171 Attn: Michael Simpson, PE

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

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

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

UNITED CIVIL GROUP CORPORATION, an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of UNITED CIVIL GROUP CORPORATION, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNITED CIVIL GROUP CORPORATION

[Scope of Work]

See following pages.

UCG

United Civil Group Corporation

2803 North 7th Avenue, Suite 16
Phoenix, Arizona 85007

Tel 602 265 6155
Fax 602 265 6171

December 20, 2006

K. Kelly LaRosa, P.E., A.I.C.P.
Traffic Engineer
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

Via Email: klarosa@avondale.org

Subject: **City of Avondale**
Street Sign Inventory
Proposal

Dear Ms. LaRosa:

United Civil Group Corporation (UCGC) is pleased to provide you with this proposal for data collection services. Staff proposed for this task include: Michael Simpson, P.E., Aaron Atkinson, P.E., David Riley, EIT, Tomas Rosas, EIT, and traffic technicians.

The project consists of inventorying the City of Avondale's street signs. The total number of signs is estimated at 20,000 to 30,000 signs. UCGC will inventory the City of Avondale's street signs using TopCon handheld GPS units. In general, the following information will be collected:

- ID #
- Date inventoried
- Person collecting data
- Type of Sign (MUTCD code or other code for special signs)
- Types of Support (type of post, if installed on streetlight pole, etc)
- Size of Sign;
- Text on the Sign if specialty sign (to be put in a comments section)
- Street Where Sign is Located;
- Direction the sign is facing;
- If multiple signs on one post, order (i.e. street name signs, stop signs, cover for channel post, etc.), and
- Sign condition – Drop down with good, average or poor. If poor, a note of the issue in another drop-down list describing the issue, such as graffiti etc.

The City will provide UCGC with:

- One handheld TopCon unit;
- One map of the City of Avondale is shape file format; and
- One street name list.

UCG estimates that this project will take approximately 8 weeks to collect the data and two weeks to compile the data for delivery to the City. Deliverables will consist of a shape file with the above data.

A kickoff meeting between UCGC and the City of Avondale staff will be held to discuss the schedule, data collection plan and general use of TopCon units.

Cost $1.70 per sign
This is based on $1.40 for the technician to collect the data (approximately 1.7 minutes of time per sign) and $0.30 for office staff to compile, manage, schedule and QA/QC the data. UCGC will stop work and/or get prior authorization before collecting sign data that exceeds **$51,000.**

Again, United Civil Group appreciates your consideration of our company for this project. Please feel free to contact our office if you have any questions.

Respectfully Submitted,
United Civil Group Corporation

Michael R. Simpson, P.E.
Principal Engineer

CITY COUNCIL REPORT

SUBJECT:
Agreement - Infor Global Solutions, Inc

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: F.R. "Rob" Emmett, PE, Water Resources Director and Lisa Johnson, Managment Assistant
623-333-4420

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a service work order, licensing & hosting services agreement (agreement # AVON-005-437) with Infor Global Solutions, Inc. for utility asset management software (Datastream 7i), annual technical support and hosting fees, training, and professional services in an amount not to exceed $194,636.27, resulting in a total contract amount of $356,399.43, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2003, the Water Resources Department began developing a computerized utility asset management system to facilitate work order and assignment control by purchasing licenses, technical support and web-hosting services from Datastream Systems, Inc now Infor Global Solutions, Inc. The purchase was made after a review of other maintenance management software packages and input from the Information Technology and Finance Departments. The Datastream 7i application is web-based and web-hosted allowing staff to access the application through the Datastream 7i web site using an internet browser. By entering a user name and password, staff gains access to the Datastream 7i application and City of Avondale data, which then can be utilized to input and view work orders and utility asset information.

A year after the original purchase, a first amendment to the contract was made to pay for yearly maintenance. A year later, a second amendment was made for yearly maintenance and the purchase of 6 additional single-user licenses and associated support and hosting fees.

In fiscal year 2005/2006, the City of Avondale contracted with Datastream now Infor Global Solutions, Inc. to assist with developing a city-wide structure for the City of Avondale's utilization of the Datastream 7i asset management application and to organize Water Resources' business processes into functional groupings that were further synthesized down to individual assets. Once the Datastream 7i application was configured to match the city-wide asset management structure, the Water Reclamation Facility data captured from the previous application was loaded into the new structure along with GIS water and sewer asset data. The Datastream 7i application was configured to utilize a City of Avondale test ArcIMS site, which allows users to view maps containing City of Avondale water and wastewater utility assets. A pilot work order project was started with the Wastewater Collections Section and completed in July 2006, at which time, the Wastewater Collections Section began creating and completing work orders in the "live" City of Avondale Datastream 7i environment. A fourth amendment was made in 2005 to pay support and hosting fees for 11-Datastream7i single-user licenses purchased in prior years.

The current Infor Global Solutions, Inc. proposal (agreement # AVON-005-437) will accomplish the following:

Data loading & GIS update procedure development and documentation.
The Infor Global Solutions consultant will assist with loading City of Avondale GIS assets associated with

water billing account numbers. The loading of sewer lateral, water service, meter, and water billing account number data had been postponed until verification of water billing accounts and meters could take place. The Infor Global Solutions consultant will assist City of Avondale's GIS staff with the development and documentation of procedures to be followed to update Datastream7i with GIS data.

Work order (standard & preventive maintenance) configuration and development for remaining Water Resources business areas.
During the Wastewater Collections work order pilot project, staff identified the need for Infor Global Solutions consulting to assist with developing and configuring preventive maintenance work orders. The next step is to expand utilization by developing and implementing Datastream 7i work order configurations (standard & preventive maintenance) for the remaining business areas within Water Resource, which includes Water Production, Wetlands, Water Reclamation Plant, Water Distribution – dig-up/repair, valve & hydrant maintenance, and meter install.

Standard Operational Procedures for each type of work order.
Once standard and preventive maintenance work order types are configured, the Infor Global Solutions consultant will assist with the development of standard operational procedures for each of the standard and preventive maintenance work order types.

Report training and development.
Funding to send one City of Avondale staff member to an Infor Global Solutions training facility to received "Advanced Report training" and funding for an Infor Global Solutions consultant/developer to develop complex standardized reports for Water Resources business areas.

Software, annual hosting & technical support fees.
In order to provide Datastream 7i application access to 45-50 users, it was determined that purchasing 10 concurrent licenses would be more cost effective than purchasing 40-50 single-user licenses. A single-user license can only be used by a single user who is named. In contrast, a concurrent license can be used by an unlimited number of users but, in this instance, only 10 users can be logged in at any one time. The proposal would convert the City of Avondale's 16- Datastream 7i single-user licenses to 5- concurrent licenses and the purchase of 5 additional concurrent licenses, which would provide a total of 10-concurrent Datatream 7i licenses. Additionally, Infor Global Solutions hosts the City of Avondale's Datastream 7i application and data. The contract includes hosting and technical support fees for 12-months.

DISCUSSION:

The proposed agreement with Infor Global Solutions is to purchase 5-Datastream 7i concurrent licenses with yearly tech support/hosting fees, convert 16 existing single-user Datastream 7i licenses to 5 concurrent-user licenses with tech support/hosting fees, advanced report training for 1-City of Avondale staff member at an Infor Global Solutions training facility, obtain professional services from Infor Global Solutions to expand utilization of Datastream 7i to all areas of Water Resources and to assist with developing complex standardized reports.

Breakdown of total Datastream contract amounts	
Original contract – 5-Datasteam single-user licenses with tech support/hosting fees & training	$ 16,685.00
Amendment 1 – Yearly tech support/hosting fees for 5- licenses	$2,940.00
Amendment 2 – 6-Datastream single-user licenses with tech support/ hosting fees and yearly tech support /hosting fees for 5-existing licenses	$13,560.00
Amendment 3 – 5-Datastream 7i single-user licenses, 3- mobile licenses, & a GIS module license with support/hosting fees and contract services	$119,998.16

Amendment 4 – Yearly tech support/hosting fees for 11-existing licenses	$ 8,580.00
AVON-005-437 - $194,636.27 is the total amount for currently proposed contract	
5-concurrent Datastream 7i licenses	$ 39,995.00
Yearly tech support / hosting fees for 5-new concurrent licenses	$ 13,878.37
Convert 16-single user license to 5-concurrent licenses	$ .00
Yearly tech support/hosting fees for 5-concurrent licenses converted, 3-mobile licenses and the GIS module license	$ 20,146.90
Professional Services - 10-weeks of on-site (40hrs/wk)	$ 81,216.00
Estimate professional services travel and adm fee	$ 23,400.00
Estimate funds for Infor to develop complex standardized reports for the City of Avondale	$ 10,000.00
Estimate advance report training & travel for 1-City of Avondale staff member to go to an Infor training facility	$ 6,000.00
Total contract amount	$356,399.43

BUDGETARY IMPACT:

Funding for the proposed service work order, licensing & hosting services agreement (agreement # AVON-005-437) with Infor Global Solutions, Inc is available in the Water Resources Administration Line Item No. 501-9110-00-8011.

RECOMENDATION:

Staff recommends the City Council approve service work order, licensing & hosting services agreement (agreement # AVON-005-437) with Infor Global Solutions, Inc, for utility asset management software (Datastream 7i), annual technical support and hosting fees, training, and professional services in an amount not to exceed $194,636.27, resulting in a total contract amount of $356,399.43, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Work Order
- Quote 2
- 1120
- 12.14.06

focus on essentials

SERVICES WORK ORDER

This Services Work Order ("Work Order") incorporates by reference the License and Hosting Services Agreement dated November 12, 2003 between City of Avondale ("Customer") and Datastream Systems, Inc., now known as Infor Global Solutions (Greenville) Inc., ("Infor") and denominated Agreement No. AVON-005-437 (the "Agreement"). Capitalized terms not defined in this Work Order shall have the meanings set forth in the Agreement.

Licensee: **City of Avondale** CID#

Effective date of this Work Order: **11.30.06** (the "Work Order Date")

Work Order Number:

Prepared By: **Kareem Abifaker – EAM Regional Services Manager**

Approved By: **Kareem Abifaker**

Project Name:	**Infor Datastream-7i Implementation**
Objective:	Implement a Datastream-7i Phase II for City of Avondale (WRD)

Project Scope

This implementation effort is based on supplemental (Phase II) Training and Support activities across City of Avondale's departments scheduled to rollout Datastream-7i. The following activities have been defined in this scope to complete this objective.

- Developing one common standard process across, COA (WRD) for utilization of Datastream as it relates to PM's (preventive maintenance), work orders and a list of parts & materials utilized to complete the standard work orders and PM works.
- V7.10 Overview Training
- Basic Report Training
- Assistance in identifying KPI/Inboxes and the development of some standard KPIs.
- Assistance with GIS Data Loading
- Assistance in establishing a GIS process for adding new assets and updating existing ones.
- Assistance developing standard operating procedures (SOP) for work orders (Standard & PM)

Project Deliverables

Phase II Deliverables

Design Phase

- Pre-Work Order Development Training (Creating WOs, Completing WOs, Work Order Components)
- Pre-PM Development Training (purpose, how they function & how to create in Datastream)
- Pre-Inbox, KPI & Report Development Training (purpose, how do they function & basics that can be created or are already available in Datastream)
- Pre-Standard Operational Procedures development training (purpose, how do they function & how to create in Datastream)

Develop Phase

- GIS Data Load & Synchronization (Meters, Accts, Sewer Laterals & Water Services)
- Develop Standard Operating Procedures (SOPs) for updating & adding new GIS data to Datastream
- Develop Work Order configuration (WO classes, Std WOs, Custom Fields, and Parts & materials lists)
- Develop PMs – 5 sessions
- Develop Inbox & KPIs; develop basic reports and Identify complex report needs ($10,000 available for Datastream to develop complex reports for COA) – 5 – sessions
- Develop Standard Operational Procedures (SOPs) for Work Orders (Standard & PM)
- Configure COA_TRN with WO configuration
- Configure COA_TRN with PMS
- Configure COA_TRN with Inbox, KPI & Reports
- Configure COA_TRN with SOPs for WOs (Std & PM)T

Implement Phase

- Configure COA_PRD with WO configuration
- Configure COA_PRD with PMS
- Configure COA_PRD with Inbox, KPI & Reports
- Configure COA_PRD with SOPs for WOs (Std & PM)
- 7i Startup assistance - Post-Work Order Development Training
- 7i Startup assistance - Post-PM Development Training - 5 sessions
- 7i Startup assistance - Post-Inbox, KPI & Report Development Training
- 7i Startup assistance - Post-Standard Operational Procedures development training

Project Name:	**Infor Datastream-7i Implementation**

Project Assumptions

1. The costs and durations contained in the proposal are estimates based on preliminary discussions with City of Avondale personnel. Prior to firm pricing being established, Datastream will require a formal project scope development session with City of Avondale. Upon agreement on final scope and cost, a detailed Implementation Scope Document (ISD) and Project Gantt Chart will be created. The ISD will represent the Services Agreement between City of Avondale and Datastream.

2. The discounted daily rate for Infor Professional Services personnel, as executed by this agreement, is listed below. Any services not purchased as part of this agreement will be negotiated at time of purchase.
   - Project Manager: $1,504/day
   - Technical Consultant: $1,504/day
   - Application Consultant: $1,504/day
3. The work performed in support of the implementation will be billed on a time and material basis. Meaning, if opportunities do surface for Infor to accelerate the implementation process because certain tasks do not take as long as originally estimated, then we will move ahead with the subsequent tasks as we are able and the project will be delivered in less time and at less cost than was originally estimated. Should circumstances arise that cause the project tasks to take longer than anticipated or that cause previously unforeseen tasks to be required, City of Avondale will be consulted with before any out of scope work is executed.

4. No specific dates have been agreed upon for this implementation. Specific dates will be designated by the Infor and City of Avondale Project team once the scope if confirmed.

5. All work will be billed on an hourly basis at the conclusion of each week. It is assumed that a 5 day work week has 40 hours of planned work. Once the project begins, an alternate work schedule can be made with the approval of the Infor Project Manager if a customer so desires. For example, some customers prefer to work four 10-hour days instead of a normal schedule. Requests for a unique work schedule such as this will need to be approved by the Infor Project Manager.

6. An Infor Project Manager will be engaged during the implementation of this project and involved up until the Project Closeout. Costs for Project Management services are calculated at 20% of the total consulting services cost.
   a. Project Manager time associated with delivery of specific tasks will be billed weekly.
   b. Project Manager time spent off-site will be billed hourly against standard PM line-item tasks.

i.	Pre-Sales Activity	vii.	Project Change Management
ii.	Project Reporting	viii.	Resource Management
iii.	Scheduled Project Meeting	ix.	Project Plan Execution - General & Admin
iv.	Impromptu Project Conference	x.	Project Plan Execution - Technical Services
v.	Correspondence	xi.	Project issue resolution
vi.	Risk Management	xii.	Product issue resolution

7. These estimates do not include the costs for the integration of Datastream-7i with any third party applications. Further detail would be required in order to estimate this scope of work.

8. Basic Reports Training will be provided. As an ASP hosted customer COA has access to Cognos ReportNet. Since you are ASP hosted, we provide one authoring seat and named seats equal to your 7i named seats in number. The budget set aside by COA for this task has been defined in the attached Project Plan. Further considerations are being reviewed for Advanced Training courses held at Infor Corporate (Greenville). Additional scoping will be done upon defining specific reports requirements.

9.
10. Module configuration in this implementation include PMs, Inbox/KPI, reports, SOPs and Work Orders.

11. No new Modules are being implemented in this Phase II project.

12. Since the number of KPIs that can be configured is almost unlimited, this step is limited to the number of KPIs that can be configured in the duration quoted here. No custom KPI work is included in this task.

13. The SOP Development Assistance will revolve ONLY around processes for Work Orders, PMs (Preventive Maintenance), Standard Work Orders and GIS Data Loading of new Assets and updating D7i with GIS data.

Project Exclusions

Modules not included in this implementation are

1. Datastream-7i Mobile and Bar-code
2. Projects
3. Call Center
4. Calibrations
5. Inspections
6. 21 CFR 11
7. VMRS Fleet Management
8. Data Conversion
9. Databridge XML integration to External Systems
10. Analytics Services
11. Datastream-7i Forms Implementation Services

Licensee Responsibilities

1. City of Avondale Information Technology Resources will be available to assist with the implementation for the duration of the project.
2. A dedicated City of Avondale Project Manager will be assigned to the project to work collaboratively with the Infor project team.
3. City of Avondale will have proper hardware and infrastructure in place before installation task. A failure of on-site task readiness on the part of City of Avondale that impacts the completion of Infor activities could cause delays in the overall project duration.
4. A dedicated Avondale Project Manager will be assigned to the project to work collaboratively with the Infor project team.

Services Fee Estimates			
Resource/Activity/Task	Estimated Person-Hours	Person-Hour Rate (US$)	Estimated Fee (US$)
Base Implementation and Integration*			
Application Consulting, Base Implementation	360	$188/person-hour	$67,680.00
Technical Consulting, Base Implementation	0	$188/person-hour	$0.00
Project Management and Coordination, Base Implementation	72	$188/person-hour	$13,536.00
Travel Expenses (Estimates)	0	$2,600/per on-site week	$23,400.00
Project Management, Integration	0	$188/person-hour	$0.00
Total Base Implementation: * These rates shall apply for the term of this implementation project as set forth in this Work Order.	**432**		**$104,616.00**
Optional Project Tasks, as proposed			
Project Assessment	0	$188/person-hour	$0.00
Application Programming Interface Development Assistance	0	$188/person-hour	$0.00
Business Rule Training and Assistance	0	$188/person-hour	$0.00
Key Performance Indicator/Inbox Training and Assistance	0	$188/person-hour	$0.00
Advanced Reporting Training and Assistance	0	$188/person-hour	$0.00
Report Writing Assistance (Cognos)	53	$188/person-hour	$10,000.00
Post Implementation Assessment	0	$188/person-hour	$0.00
Project Management and Coordination supporting above tasks	0	$188/person-hour	$0.00
Total Optional Tasks	**0**		**$0.00**
Additional Recommended Offerings	**53**		**$10,000.00**
Datastream-7i Overview Computer Based Training	Training Center	$150 per named user	
Datastream-7i Configuration and Admin CBT	Training Center	$3,495 per CD	
Datastream-7i Regional Training, Overview	Training Center	$3,295 per person	
Datastream-7i Regional Training, Configuration/KPI/Inbox	Training Center	$3,495 per person	
Datastream-7i Regional Training, Advanced Reporting	Training Center	$3,495 per person, plus Expenses ($2,505)	$6,000.00

Estimated days and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree to the additional work and additional work orders will be issued prior to the commencement of those services. All services are provided on a time and material basis and are billed on a task or milestone basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees and will include a 10% administration fee. A standard workweek is defined as 40 hours and from the hours of 8:00 a.m. to 5:00 p.m. daily. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

LICENSEE LOCATIONS: On-site implementation services will be provided at the following location: **399 E Lower Buckeye Rd, Avondale, AZ**

PAYMENT: Infor will invoice Licensee for all Services related to a particular milestone once that milestone has been completed. A milestone shall be achieved when Infor has completed all of its responsibilities under the milestone according to mutually agreed criteria. However, if the completion of a milestone is delayed, suspended, or postponed through no fault of Infor, Infor shall have the right to invoice for all Services performed up to the date of such delay, suspension or postponement. Travel and living expenses will be invoiced monthly., Services Fees related to Instructor Led Internet Training are payable in advance, and Licensee will be invoiced by Infor for such training upon Infor's receipt of this Work Order. Licensee will pay each Infor invoice within thirty (30) days of the date of invoice.

IN WITNESS WHEREOF, the parties have set their respective hands and seals below.

Infor Global Solutions Group

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

LICENSEE: City of Avondale

Signature: _____

Printed Name: Lisa Johnson
City of Avondale (Water Resources Department)

Title: _____

Address: 399 E Lower Buckeye Rd, Suite 100
Avondale, AZ 85323

Address: _____

Signature Date: _____

Licensee Contact Information:

Contact Person: _____

Contact Person Address: _____

_____

Contact Person Phone Number: _____

Contact Person Fax Number: _____

Appendix A - Milestone Billing Schedule, Base Implementation

Task #	Avondale Datatream-7i Implementation Project Tasks	Resource	Estimated Effort person-hours	Extended Cost
1.00	Design			
1.01	Pre-Work Order Development Training (Creating WOs, Completing WOs, Work Order Components) – 4 sessions	Application Consultant	8	$1,504.00
1.02	Pre-PM Development Training (purpose, how they function & how to create in Datastream) - 5 sessions	Application Consultant	8	$1,504.00
1.03	Pre-Inbox, KPI & Report Development Training (purpose, how do they function & basics that can be created or are already available in Datastream) - 5 sessions	Application Consultant	8	$1,504.00
1.04	Pre-Standard Operational Procedures development training (purpose, how do they function & how to create in Datastream) – 5 sessions	Application Consultant	8	$1,504.00
	Design Subtotal		**32**	**$6,016.00**
2.00	Develop			
2.01	GIS Data Load & Synchronization (Meters, Accts, Sewer Laterals & Water Services)	Application Consultant	32	$6,016.00
2.02	Develop Standard Operating Procedures (SOPs) for updating & adding new GIS data to Datastream	Application Consultant	16	$3,008.00
2.03	Develop Work Order configuration (WO classes, Std WOs, Custom Fields, and Parts & materials lists) – 3 sessions	Application Consultant	40	$7,520.00
2.04	Develop PMs – 5 sessions	Application Consultant	40	$7,520.00
2.05	Develop Inbox & KPIs; develop basic reports and Identify complex report needs ($10,000 available for Datastream to develop complex reports for COA) – 5 – sessions	Application Consultant	32	$6,016.00
2.06	Develop Standard Operational Procedures (SOPs) for Work Orders (Standard & PM)	Application Consultant	72	$13,536.00
2.07	Configure COA_TRN with WO configuration	Application Consultant	16	$3,008.00
2.08	Configure COA_TRN with PMS	Application Consultant	4	$752.00
2.09	Configure COA_TRN with Inbox, KPI & Reports	Application Consultant	4	$752.00
2.10	Configure COA_TRN with SOPs for WOs (Std & PM)	Application Consultant	8	$1,504.00
	Develop Subtotal		**264**	**$49,632.00**
3.00	Implement			
3.01	Configure COA_PRD with WO configuration	Application Consultant	16	$3,008.00
3.02	Configure COA_PRD with PMS	Application Consultant	4	$752.00
3.03	Configure COA_PRD with Inbox, KPI & Reports	Application Consultant	4	$752.00
3.04	Configure COA_PRD with SOPs for WOs (Std & PM)	Application Consultant	8	$1,504.00
3.05	7i Startup assistance - Post-Work Order Development Training – 4 sessions	Application Consultant	8	$1,504.00
3.06	7i Startup assistance - Post-PM Development Training - 5 sessions	Application Consultant	8	$1,504.00
3.07	7i Startup assistance - Post-Inbox, KPI & Report Development Training – 5 sessions	Application Consultant	8	$1,504.00
3.08	7i Startup assistance - Post-Standard Operational Procedures development training – 5 sessions	Application Consultant	8	$1,504.00
	Implement Subtotal		**64**	**$12,032.00**
4.00	Project Management Services			
4.01	Project Management Milestone #1 (40%)	Project Manager	24	$4,512.00
4.02	Project Management Milestone #2 (40%)	Project Manager	24	$4,512.00
4.03	Project Management Milestone #3 (20%)	Project Manager	24	$4,512.00
	Project Management Services Subtotal		**72**	**$13,536.00**
	Project Totals		**432**	**$81,216.00**

Advanced Reporting Budget	Duration	Extended Cost
Estimated funds for Datastream to develop Complex standardized reports for the City of Avondale		$10,0000
Estimated fund for 1 City of Avondale staff member to attend Datastream 7i Advanced Reporting in Greenville, SC		$6,000
Total:		**$16,000.00**

DATASTREAM LICENSE CONVERSION FORM

This Datastream License Conversion Form incorporates by reference the License Agreement dated ____8-31-06_____, _____ between _____City of Avondale, Arizona_____ ("Customer") and Datastream Systems, Inc. and confirms the agreed upon conversion of Customer's Concurrent User license(s) for the indicated Named User license(s).

Description	Qty
Existing Datastream 7i **Named User** Licenses	16

Are exchanged for:

Datastream 7i **Concurrent User** Licenses	**5**

Additional Terms
New Application key-codes will be delivered to Customer upon receipt of this License Conversion Form. This form simply confirms the agreed-upon license exchange. Except as expressly indicated in this document, all other terms of the applicable License Agreement remain unchanged.

Please sign below to confirm your indicated change and confirmation of the instruction to Datastream to ship the software key-codes as indicated above.

Customer

_____
Signature

_____
Title

_____
Date

_____
PO Number (if applicable)

Datastream Systems, Inc.

_____
Signature

_____
Title

_____
Date

Bill To Address:

Ship to Address:

DATASTREAM SYSTEMS, INC.
50 Datastream Plaza Greenville, SC 29605 USA
USA & Canada 1.800.955.6775 direct 1.864.422.5001 fax 1.864.422.5000

Datastream (now Infor)
50 Datastream Plaza
Greenville, SC 29605

Hosting Services and TechSupport Renewal Agreement

Agreement No.: AVON-005-437

This Renewal Agreement to the License and Hosting Services Agreement dated November 2003, (the "Agreement"), by and between **Datastream Systems, Inc.**, ("**Datastream**"), and **City of Avondale** ("**Customer**") is entered into as of the last date of signature indicated below.

WHEREAS, Licensor and Customer entered into that certain Agreement ("Agreement") wherein Datastream Systems, Inc., possessing certain rights in a data processing software package referred to as the "Product" granted Customer a non-exclusive license to use the Product; and

Now Therefore, the parties agree to amend the Agreement as follows:

1. The above recitals and the Agreement are incorporated herein as if restated in their entirety.
2. Datastream shall continue to perform the Hosting and TechSupport services for 12 additional calendar months, expiring November 17, 2007. Customer shall pay Datastream the amount of $20,146.90 upon execution of this Contract for such continued services priced at $8,267.52 for Hosting and $11,879.38 for TechSupport.
3. Except as provided in this Renewal Agreement, all other terms and conditions contained in the License and Hosting Services Agreement shall remain in full force and effect.

This Renewal Agreement becomes effective upon signing by both parties' duly authorized representatives.

Datastream Systems, Inc.	**City of Avondale**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address: 50 Datastream Plaza	Address:
Greenville, SC 29605	
Phone: (864) 422-5001	Phone:
Fax: (864) 422-5000	Fax:

focus on essentials

ORDER FORM

This Order Form incorporates by reference the License and Hosting Services Agreement dated November 12, 2003 between City of Avondale ("Customer") and Datastream Systems, Inc., now known as Infor Global Solutions (Greenville) Inc., ("Infor") and denominated Agreement No. AVON-005-437 (the "Agreement"). Capitalized terms not defined in this Order Form shall have the meanings set forth in the Agreement.

Subject to and in accordance with the terms of the Agreement, Customer requests that Infor deliver the following software licenses and Support Services:

Description	Qty	Unit Price	License Fee Extended Price
Datastream 7i Concurrent User License	5	$ 7,999.00	$ 39,995.00
Total License Fees			**$ 39,995.00**

Description	Qty	Unit Price	Support Fee Extended Price
Datastream 7i Concurrent User License	5	$ 1,600.00	$ 8,000.00
Total Support Fees			**$ 8,000.00**
Prorated Support Fees			**$ 7,333.37**

Estimated Prorated Support Fee is based on an expected contract signing date of December 2006 and next support Anniversary date of November 07.

Description	Duration	Monthly Total	Annual Hosting Extended Price
Hosting Services - Datastream 7i Concurrent User License	12 months	$ 595.00	$ 7,140.00
Total Hosting Services			**$ 7,140.00**
Prorated Hosting Services			**$ 6,545.00**

Estimated Prorated Hosting Fee is based on an expected contract signing date of December 2006 and next support Anniversary date of November 07.

Additional Terms
Software and first year of support will be invoiced upon shipment FOB shipping point, with terms of net 30, and will include applicable taxes and shipping / handling fees. Services estimates indicated above are estimates only and are exclusive of travel and other out of pocket expenses, which will be invoiced as incurred by Infor, together with a 10% administrative charge and applicable taxes. Service invoices are due upon receipt of invoice.

Please sign below to confirm your order to Infor to ship the software immediately and/or to begin to schedule services as indicated above.

City of Avondale

_____
Signature

_____
Title

_____
Date

_____
PO Number (if applicable)

Infor Global Solutions (Greenville) Inc.
(formerly known as Datastream Systems, Inc.)

_____
Signature

_____
Title

_____
Date

Bill To:

Ship to:

CITY COUNCIL REPORT

SUBJECT:
Public Defender Contract - S Magnus Eriksson

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Abril Ruiz-Ortega

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an agreement with S. Magnus Ericksson. to provide public defender services for the Avondale City Court.

BACKGROUND:

As required by law, the Avondale City Court appoints defense attorneys to defendants in certain cases. The departure of one of the Court's public defenders has created an opening. The Court conducted an open selection process including interviews and is now seeking to formalize the agreement with the selected attorney.

DISCUSSION:

The Constitutions of the United States and of the State of Arizona give the right to counsel to anyone accused of a criminal offense. If a person cannot afford a lawyer, the law requires the court to appoint one free of charge in cases which may result in the defendant losing his liberty by being sentenced to jail, or if he may suffer a restraint on his liberty, such as a sentence to probation. The law also allows the court to order the defendant to contribute towards the legal services if he has the ability. The defendant's contribution is determined using the federal poverty guidelines and by considering the number of persons the defendant supports. The proposed agreement establishes a compensation rate of $150.00 per file, meaning that the court-appointed attorney will be fairly compensated, if the client has more than one file. Further, for complex cases, or cases involving novel legal issues, the court-appointed attorney may petition the court for additional compensation at an hourly rate of $40.00 per hour. The petition must include time sheets setting forth the legal task and the time expended. Staff has advertised for applicants, conducted an interview with the help of the Human Resources Department, and completed the appropriate background checks. The proposed contract will engage an experienced, capable attorney: S. Magnus Eriksson to provide public defender services.

BUDGETARY IMPACT:

The Court-appointed attorney will serve as needed and will not be an employee of the city. No increase in the current budget allocation ($58,000.00 in FY 06 - 07) for public defender services is anticipated even though staff expects an increase in the cases with appointed counsel to coincide with the overall increase in case load currently experienced by the court. To date, $22,600 has been expended for public defender services. Funding will come from account numbers 101-6200-00-6040 and 235-6200-00-6040, Public Defender.

RECOMENDATION:

Staff recommends that the Council approve the agreement with S. Magnus Eriksson to provide public defender services for the Avondale City Court.

ATTACHMENTS:

Click to download

- AGR

LEGAL SERVICES AGREEMENT
[Public Defender]

THIS LEGAL SERVICES AGREEMENT (this "Agreement") is made and entered into February 20, 2007 by and between the City of Avondale, an Arizona municipal corporation (the "City") and S. Magnus Eriksson, attorney at law ("Attorney").

RECITALS:

A. The City desires to engage private legal counsel to provide competent representation to and advocate for the position of indigent defendants in the Avondale Municipal Court (the "Court").

B. Attorney, who is duly licensed to practice law in the State of Arizona, is willing to provide such representation upon the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and conditions set forth herein, the City and Attorney hereby agree as follows:

1. Term; termination. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated as set forth in this Section. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice of termination shall be given as set forth in subsection 4(c) below. In the event Attorney fails to provide representation consistent with the standards set forth in this Agreement, Attorney shall be deemed to be in breach of this Agreement and the City may, at its sole discretion, immediately terminate this Agreement.

2. Attorney's Obligations.

a. Attorney shall represent all indigent defendants assigned to him or her by Order of the Court in accordance with the provisions of this Agreement.

b. Attorney shall represent assigned defendants at all Court proceedings, including, but not limited to: pretrial disposition conferences, motions, evidentiary hearings, calendar calls, trials, sentencing, revocation of probation hearings, special hearings, miscellaneous Court dockets, oral arguments, orders to show cause, appeals, special actions, appearances to quash warrants and court appearances set on returns of bench-warranted cases.

c. Attorney shall provide personal consultation with clients prior to pretrial disposition conferences whenever practicable. Attorney shall use reasonable diligence to maintain communication with each defendant until the defendant's cases are terminated and shall

use reasonable diligence in notifying defendants of official Court action resulting from defendant's failure to appear at scheduled Court sessions.

d. Attorney shall conduct the defense of his or her clients in a professional, skilled manner consistent with standards set forth in the Arizona Rules of Professional Conduct and case law defining the duties of defense counsel in criminal cases. These standards include compliance with the caseload requirements as set forth by the Arizona Supreme Court in *State v. (Joe U.) Smith*, 140 Ariz. 355, 681 P.2d 1374 (1984). Attorney agrees to maintain a private and contractual caseload consistent with the stated ethical duties and contractual requirement of providing adequate and competent representation set forth in this Agreement.

e. If Attorney becomes aware of a material change in financial circumstances for any assigned client, Attorney may request a redetermination of indigence. In the event the Court makes a determination of nonindigency of such defendant and allows Attorney to withdraw, Attorney agrees that he or she will not represent that defendant in that case for a fee. Attorney agrees not to accept an appointment to a case where he or she privately represented the same client in the same case.

f. The parties contemplate that some of the services required to be provided by the terms of this Agreement may be performed by other lawyers duly licensed to practice law in the State of Arizona, who are acting as the agents or employees of Attorney. No such lawyer shall be employed in the performance of this Agreement without the prior approval of the City Judge of the Avondale City Court. Approval of the employment of such lawyers shall not be arbitrarily or unreasonably withheld or withdrawn. Attorney agrees to provide substitute representation before the Court or make suitable arrangements with the Court when Attorney is unable to appear at any Court session for any reason. Substitute counsel shall not be used routinely, and in any event, no more often than in approximately thirty percent (30%) of all Court appearances in cases assigned to Attorney. The name(s) and contact number(s) of the responsible substitute attorney shall be on file with the Court at all times during the term of this Agreement. Substitute counsel shall not conduct any jury trial unless, pursuant to Rule 6.3, Arizona Rules Criminal Procedure, a motion for substitution of Attorney is granted by the Court.

g. Attorney shall attend at least six (6) hours of continuing legal education per year related to the defense of persons criminally accused and shall submit proof of attendance at such seminar(s) or study sessions(s) to the Court Administrator prior to June 30 of each year this Agreement is in effect.

h. Attorney shall be responsible for normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement, including but not limited to: office space, telephones, transportation, parking, office supplies, office overhead, legal library, secretarial services, photocopies, printing, binding, telephone calls, Internet access and email service.

i. Attorney must at all times remain an active member in good standing of the State Bar of Arizona. Attorney must immediately inform the City Judge of any changes in Attorney's membership status. Failure to maintain membership status and/or failure to promptly

apprise the City Judge of changes in status may result in immediate termination of this Agreement.

j. It is understood by Attorney that the duty to represent an assigned indigent defendant continues until the case is closed by dismissal, acquittal, or execution of sentence, except that Attorney will be required to continue to represent defendant in any restitution or other post-sentencing hearing, including modifications of sentence and probation revocation proceedings.

k. Attorney at all times shall maintain an insurance policy covering errors and omissions or other legal malpractice insurance, the minimum policy coverage limits shall be $100,000/300,000. Attorney shall provide a copy of a current declarations page of said policy to the Court Administrator within ten days of execution of this Agreement.

l. Attorney understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). Attorney agrees to (i) comply with the IRCA in performing the duties set forth in this Agreement and (ii) permit the City to verify such compliance.

m. Attorney further agrees that this Agreement contemplates personal services and that Attorney will not enter into subcontracts, job-consultant agreements or subleases of this Agreement.

3. City's Obligations. The City shall pay Attorney $150.00 per case file. Upon prior approval of the City Judge, Attorney may be paid additional compensation at the rate of $40.00 per hour for extraordinary cases that, because of the complexity of facts, legal issues or proceedings, create excessive additional work for Attorney; provided, however, that the filing of an appeal or a complaint for Special Action shall not, by itself, support a decision to approve additional compensation.

4. General Provisions.

a. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, or relationship, partnership or formal business organization of any kind, and the rights, obligations, and relationship of the parties shall be that of agency and independent contractor. The parties agree that neither Attorney nor any person supplied by Attorney in the performance of its obligations under this Agreement are City employees, and that no rights of City civil service, retirement or personnel rules accrue to such persons. Attorney shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons; and shall save and hold the City harmless with respect thereto.

b. The parties acknowledge that this agreement is subject to cancellation by the City pursuant to the provisions of ARIZ. REV. STAT. § 38-511.

c. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-478-3802
Attn: Charles P. McClendon, City Manager

If to Attorney: S. Magnus Eriksson
10800 E. Cactus Rd. #62
Scottsdale, Arizona 85259

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

d. Any provision in this Agreement which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and remaining provisions shall remain in full force and effect.

e. The waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

f. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

"**Attorney**"

_____

S. Magnus Eriksson

"**City**"

CITY OF AVONDALE**,** an Arizona municipal corporation

By:_____

Charles P. McClendon, City Manager

ATTEST:

_____

Linda M. Farris, City Clerk

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1247-207- Right-of-Way for the South Avondale Sidewalk Project Phase II

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E, City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of certain right-of-way related to the South Avondale Sidewalk Project Phase II.

BACKGROUND:

The City constructed a sidewalk project for an established part of South Avondale, bounded by MC 85 (Buckeye Road) and Lower Buckeye between Central Avenue and 4th Street. The improvements included the installation of sidewalks along with ramps at the intersections(see attached site map). The South Avondale Sidewalk Project was constructed in two (2) phases as shown in the attached site map. The construction for Phase I began in October 5, 2004 and the construction for Phase II was accepted on May 15, 2006 to complete the South Avondale Sidewalk Project. In order to construct sidewalks in this area, property owners were asked to dedicate enough right-of-way to allow for 4 feet of sidewalk. One (1) property owner's dedication is outstanding; and has agreed to dedicate right-of-way: (see attached site map)

Property Owner	Address/Parcel No.
Mario Munoz	21 E. Elm Lane / 500-56-009F

BUDGETARY IMPACT:

No budget impact.

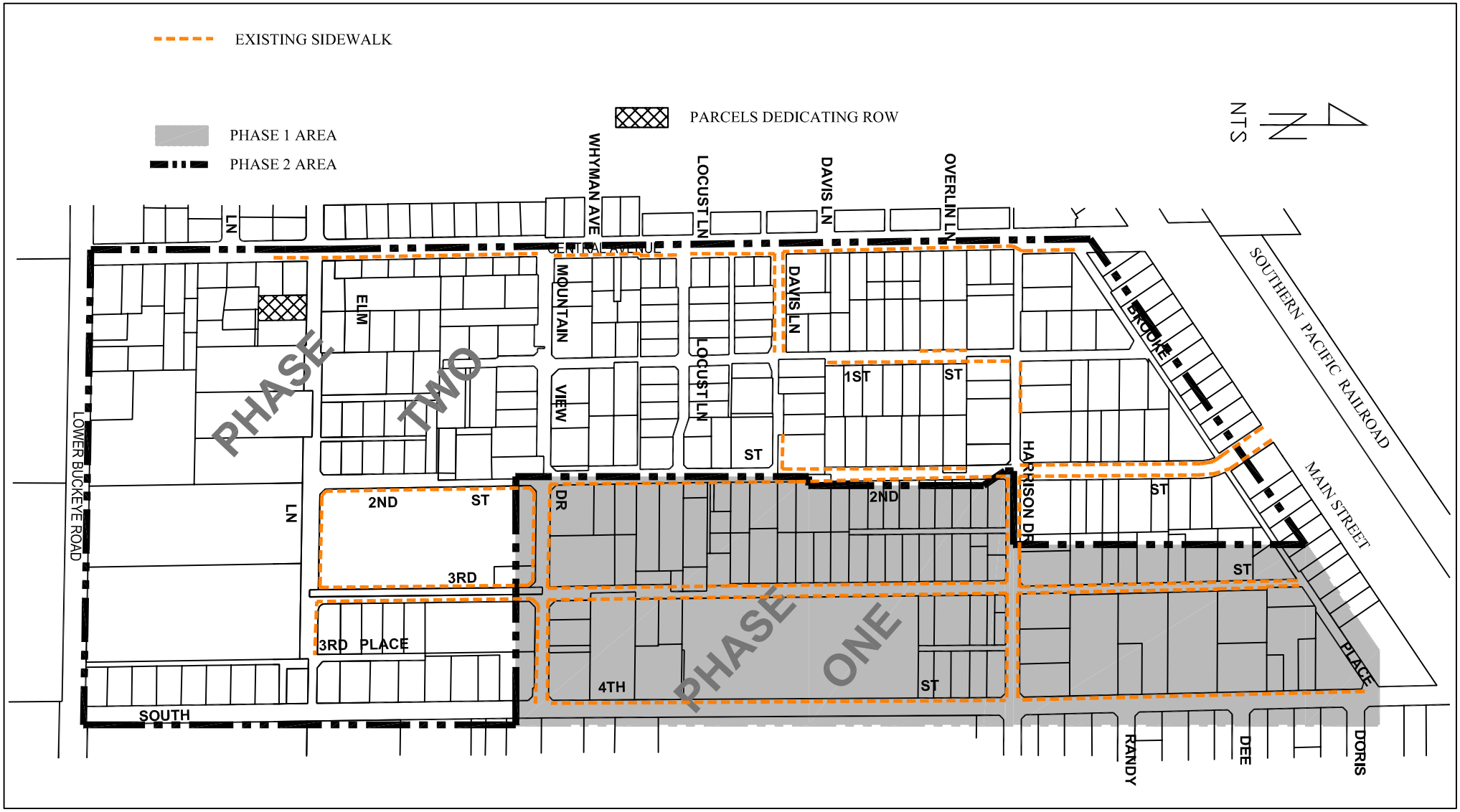
RECOMENDATION:

Staff recommends that the City Council adopt an ordinance accepting the dedication of a certain right-of-way related to the South Avondale Sidewalk Project Phase II.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1247-207



SOUTH AVONDALE
SIDEWALK PROJECT

ORDINANCE NO. 1247-207

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC SIDEWALKS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That a ± .007 acre parcel of real property, being a portion of Maricopa County Assessor's Parcel No. 500-56-009F, generally located west of Central Avenue, south of Elm Lane, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Mario A. Munoz for use as a public sidewalk.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 5, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1247-207

[Legal description and map of acquisition portion of APN 500-56-009F]

See following pages.

PORTION OF PARCEL
APN 500-56-009F

LEGAL DESCRIPTION

The North 4.0 feet of the following described property;

Commencing at the South quarter corner of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 01 degrees 38 minutes 20 seconds West along the center line of Central Avenue a distance of 571.62 feet (measured), 572.30 (record); thence North 90 degrees 00 minutes 00 seconds East a distance of 120.00 feet to the true point of beginning of the parcel therein described;
Thence North 01 degrees 38 minutes 20 seconds West a distance of 66.0 feet;
Thence North 90 degrees 00 minutes 00 seconds East a distance of 72.00 feet;
Thence South 01 degrees 38 minutes 20 seconds East a distance of 138.41 feet;
Thence North 90 degrees 00 minutes 00 seconds West a distance of 72.00 feet;
Thence North 01 degrees 38 minutes 20 seconds West a distance of 72.41 feet to the true point of beginning.

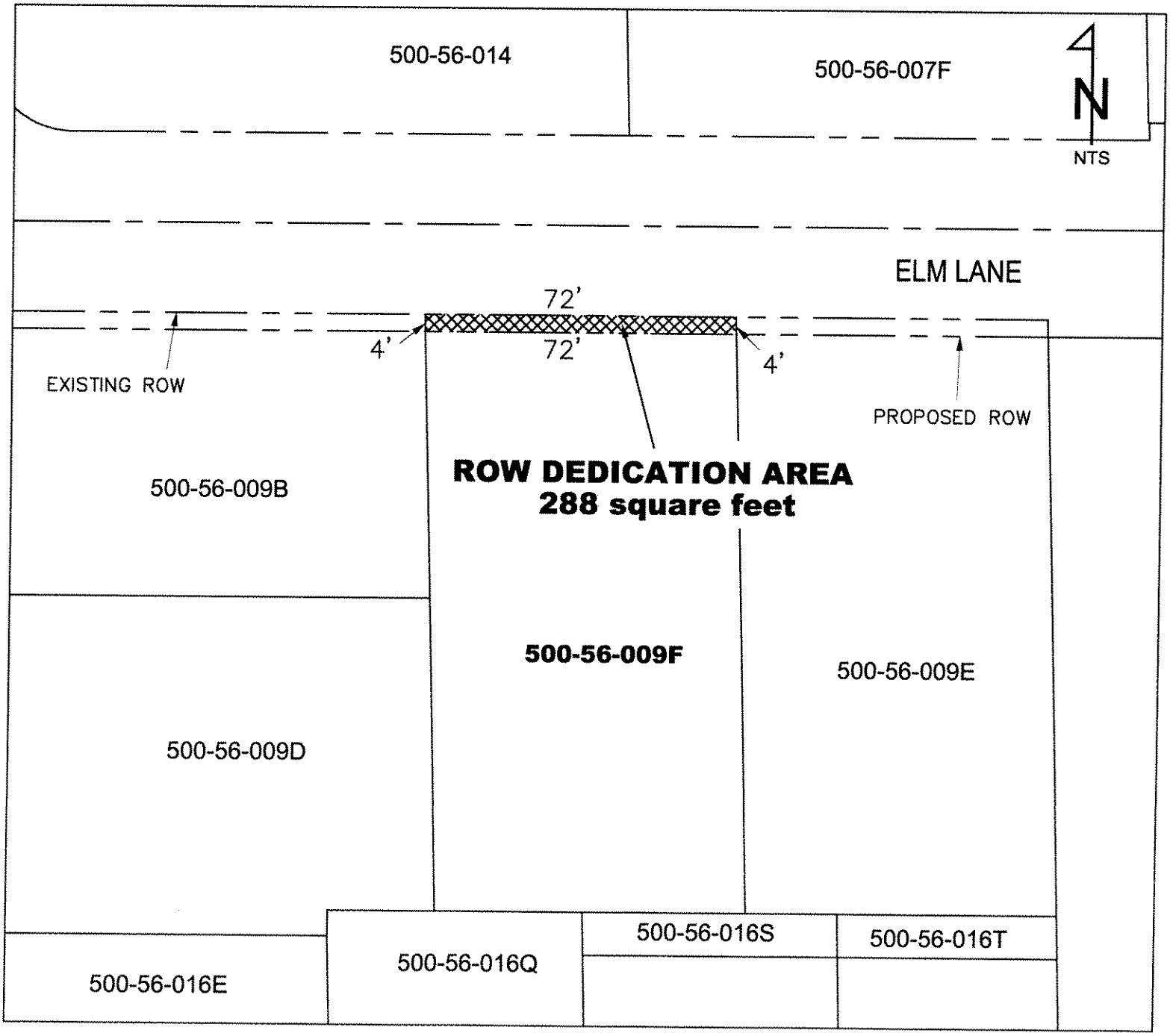
Said easement contains 288.00 square feet, more or less, (.007 AC).

Location Map

Right-of-Way Dedication

Mario Munoz

APN # 500-56-009F



CITY COUNCIL REPORT

SUBJECT:
West Valley Arts Council Funding - Vice Mayor Wolf

MEETING DATE:
February 5, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available