

CITY COUNCIL AGENDA

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

WORK SESSION
April 2, 2007
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 PROPOSED REVISIONS TO THE CITY CODE AND ZONING ORDINANCE FOR TRUCK AND RECREATIONAL VEHICLE PARKING IN COMMERCIAL LOTS

The Council will review proposed revisions to the City Code and Zoning Ordinance to restrict overnight truck and recreational vehicle parking in commercial parking lots. For information, discussion and direction.

3 SUMMER RECREATION COST RECOVERY POLICY

The Council will consider eliminating the 50% youth programming general fund subsidy for the Summer Recreation Program. For information, discussion and direction.

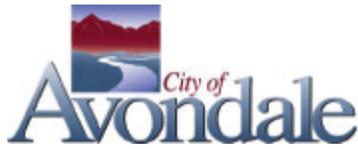
4 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda M Farris".

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:

Proposed Revisions to the City Code and Zoning Ordinance for Truck and Recreational Vehicle Parking in Commercial Lots

MEETING DATE:

April 2, 2007

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that Council review proposed revisions to the City Code and Zoning Ordinance to restrict overnight truck and recreational vehicle parking in commercial parking lots.

BACKGROUND:

On September 18, 2006, at Council's request, staff brought a discussion item to the Council regarding truck and recreational vehicle parking. The consensus of the Council was that there are facilities for truck parking in Avondale and within a 20-minute drive to either the east or west of Avondale that accommodate commercial truck parking. I-10 is a major transportation route and Avondale's streets and commercial parking lots were not intended to accommodate this type of use and were not constructed for that purpose. In addition, major retailers will enforce truck and other large vehicle parking restrictions only if a local ordinance is enacted.

The current City Code restricts trucks having a gross vehicle weight rating in excess of ten thousand (10,000) pounds and exceeding one (1) ton chassis rating, or similar equipment from parking on any public street. However, such parking is not specifically restricted in commercial parking lots.

Currently the Zoning Ordinance is silent on the subject. Therefore, Council directed staff to bring back revisions to the City Zoning Ordinance and the City Code that would restrict truck and recreational vehicle parking in commercial parking lots.

DISCUSSION:

The Municipal Code is enforced by the police, who are trained in checking operable vehicles, running plates, checking licenses and if necessary, cargo. The police can use the existing traffic enforcement citation; however the fines and fees will have to be approved by Administrative Office of the Court (AOC).

The proposed City Code revisions will restrict parking in commercial parking lots and prohibit overnight parking for temporary or permanent habitation. The property owner will be required to post the property. The revisions provide exemptions for certain parking lots whose function it is to provide storage for municipal vehicles or as an accessory use of a commercial establishment.

Staff proposes that a phase in period of 90 days be stipulated, to post commercial property, after which the property owner would be subject to fines for failure to post the property.

The proposed Zoning Ordinance revision restricts such trucks to loading and unloading, emergency service or patronizing a commercial use on the site. Overnight parking for temporary or permanent habitation is prohibited. Violations of the zoning ordinance are civil citations enforced by Code Enforcement with the support of the Planning Department.

By enacting both the City Code revisions and the Zoning Ordinance revisions, violations may be addressed to

the property owner through the zoning ordinance using the civil citation process or against the vehicle owner and or driver through the police citation process.

The fines and fees will be established in line with existing traffic citations and with the approval of the AOC.

RECOMENDATION:

For review, discussion and direction.

ATTACHMENTS:

Click to download

-  [Proposed Revision to City Code - Parking Section](#)
-  [Proposed Truck Violation Notice](#)
-  [Proposed City Code Revision truck parking \(2\)](#)

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 8, OFF-STREET PARKING, SECTION 803, GENERAL REQUIREMENTS, AS SHOWN IN FILE NAME TA-07-01, RELATING TO THE OVERNIGHT PARKING OF VEHICLES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS.

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the Council of the City of Avondale (the “City Council”) were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-462.04, the Commission held a public hearing on this Ordinance on April 19, 2007; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing on this Ordinance on May 7, 2007.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, as follows:

SECTION 1. That the City of Avondale Zoning Ordinance, Section 803, General Requirements, is hereby amended by adding the following:

O. The following regulations shall apply to all properties zoned for commercial or industrial use **except as otherwise provided in this ordinance**:

- a. Recreational vehicles, trailers, commercial vehicles and combinations of vehicles exceeding 21 feet in length that are not owned or operated by a business on the property, shall not be parked except for the purpose of loading, unloading, emergency service, or patronizing a commercial use on the site.
- b. The overnight parking of any vehicle for the purpose of temporary or permanent habitation is prohibited.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

DRAFT

PASSED AND ADOPTED by the Council of the City of Avondale, May 7, 2007.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

Avondale Police Department

11485 W. Civic Center Drive, Avondale, Arizona 85323-6600
(623) 478-3600

NOTICE OF VIOLATION

LICENSE NUMBER OR VIN:		STATE:	
MAKE:	MODEL:	STYLE:	COLOR:
LOCATION:			
AVONDALE, ARIZONA			
DATE:		TIME:	
		AM PM	
OFFICER NAME:		ID#	

- VIOLATION PENALTY \$60.00*** **WARNING ONLY. IF BOX IS CHECKED, NO PAYMENT DUE.**
- 23-63.A14 Parking in a posted No Parking Zone
 - 23-63.A5 Parking in a School Zone
 - 23-63.A1 Parking on a Sidewalk or Crosswalk
 - 23-63.A2 Blocking a public or private driveway/roadway
 - 23-63.A3 Parking within 20 feet of Intersection/Crosswalk
 - 23-63.A4 Parking within 15 feet of a Fire Hydrant
 - 23-57 Stopped or Standing more than 24 hours
 - 23-63.A13 Parking in a Fire Lane
 - 23-63.A8 Parking within 50 feet of a Railroad Crossing
 - 23-62 Commercial Vehicle not loading/unloading
 - _____ Other: _____

- VIOLATION PENALTY \$115.00***
- 23-68.A Parking in a Handicap-designated area

ALL FINES MUST BE PAID WITHIN 30 (Thirty) DAYS
DISCOUNT OPTION: \$15.00 may be subtracted from the fine amount if the violation is paid within 15 days of issuance of the violation.
REQUEST FOR HEARING: A Hearing challenging this violation may be requested in writing to Avondale City Court, 11325 W. Civic Center Drive, Avondale, AZ 85323-6802.
TIENE QUE PAGAR MULTAS DENTRO DE TRIENTA (30) DIAS
Opcion de descuento: Si paga la multa dentro de quince dias de recibir la multa es posible recibir descuento de quince dolares.
Pedir Audiencia: Audiencia para contestar la violacion se puede mandar por escrito a: Avondale City Court, 11325 W. Civic Center Drive, Avondale, AZ 85323-6802.
 *Includes \$10⁰⁰ Court Enhancement Fee

FROM _____

NOTICE OF VIOLATION

This notice may be returned by mail or delivered to the drop box at the Avondale City Hall, 11465 W. Civic Center Dr. A written request for a Hearing shall be sent to Avondale City Court, 11325 W. Civic Center Dr. Avondale, AZ 85323-6802.

Esta noticia se puede mandar por correo o se puede entregar en la caja de cobranza localizada en el Municipio de Avondale, 11465 W. Civic Center Dr. Deben que mandar su peticion para Audiencia por escrito a: Avondale City Court, 11325 W. Civic Center Dr. Avondale, AZ 85323-6802.

Place Stamp
Here
Post Office
will not
deliver
without
stamp

Avondale City Court
11325 W. Civic Center Dr.
Avondale, AZ 85323-6802

Truck Parking Ordinance Revision

Article III STOPPING, STANDING OR PARKING

23-62 Parking of trucks and trailers

(a) No person shall stand or park a vehicle HAVING BOTH: (i) A GROSS VEHICLE WEIGHT RATING IN EXCESS OF TEN THOUSAND (10,000) POUNDS AND (ii) EXCEEDING ONE (1) TON CHASSIS RATING, OR A TRACTOR, SEMI-TRAILER, TRAILER, BUS, MOBILE HOME, RECREATIONAL VEHICLE, farm implement, livestock trailer or similar equipment on a public street or, IN A PARKING LOT OF ANY RETAIL, INDUSTRIAL, OFFICE, COMMERCIAL ESTABLISHMENT.

(b) THE RESTRICTIONS SET FORTH IN SUBSECTION (A) OF THIS SECTION SHALL NOT APPLY TO SCHOOL BUSES PARKED ON SCHOOL GROUNDS, VEHICLES LISTED ABOVE HELD FOR SALE AT A LICENSED COMMERCIAL DEALERSHIP, MUNICIPAL OPERATIONS VEHICLES ON MUNICIPAL PROPERTY, VEHICLES PARKED IN A FENCED PARKING AREA OWNED AND OPERATED BY A TRUCKING COMPANY, VEHICLES LAWFULLY PARKED AT TRUCK STOPS AND VEHICLES PARKED IN PRIVATE OR PUBLIC TOW LOTS.

(c) THE OVERNIGHT PARKING OF ANY VEHICLE FOR THE PURPOSE OF TEMPORARY OR PERMANENT HABITATION IS PROHIBITED.

(d) FROM AND AFTER JULY 1, 2007, OWNERS OF A PARKING LOT OF ANY RETAIL, INDUSTRIAL, OFFICE OR COMMERCIAL ESTABLISHMENT SHALL POST SIGNS ON SUCH PROPERTY STATING: **“NO PARKING FOR VEHICLES EXCEEDING 10,000 LBS. ACCORDING TO AVONDALE MUNICIPAL CODE 23-62.”**

(e) THE PROVISIONS OF THIS SUBSECTION (E) SHALL APPLY TO ALL VEHICLES IDLING WITHIN THE CORPORATE LIMITS OF THE CITY.

(1) UNLESS SPECIFICALLY EXCEPTED AS SET FORTH BELOW, NO OWNER OR OPERATOR OF A VEHICLE SHALL PERMIT THE ENGINE OF SUCH VEHICLE TO IDLE FOR MORE THAN FIVE (5) CONSECUTIVE MINUTES IF SUCH VEHICLE MEETS ALL OF THE FOLLOWING CRITERIA:

(A) IT IS DESIGNED WITH A GROSS VEHICLE WEIGHT RATING OF MORE THAN 14,000 POUNDS.

(B) IT IS REQUIRED UNDER ARIZONA LAW (ARIZONA REVISED STATUTES TITLE 28 CHAPTERS 7 AND 9) TO BE REGISTERED.

(C) IT IS DESIGNED TO OPERATE ON PUBLIC HIGHWAYS.

(D) IT IS POWERED BY A DIESEL ENGINE.

(2) FOR THE PURPOSES OF THIS SUBSECTION (E), THE FOLLOWING DEFINITIONS SHALL APPLY:

(A) "COMBINATION OF DEVICES" MEANS THE COUPLING OF TWO OR MORE PIECES OF EQUIPMENT THAT CONSIST OF THE DEVICE WHICH CONTAINS THE DIESEL ENGINE AND AN ATTACHED PIECE OF EQUIPMENT, WHICH INCLUDES BUT IS NOT LIMITED TO A TRAILER, CEMENT MIXER, REFRIGERATION UNIT OR AUTOMOBILE.

(B) "DISTRIBUTION CENTER" MEANS A PLACE WITH MULTIPLE BAYS WHERE VEHICLES LOAD OR UNLOAD MATERIALS.

(C) "GROSS VEHICLE WEIGHT RATING" MEANS THE MAXIMUM VEHICLE WEIGHT FOR WHICH THE VEHICLE IS DESIGNED AS ESTABLISHED BY THE MANUFACTURER.

(D) "IDLING" MEANS THE OPERATION OF A DIESEL ENGINE WHEN THE ENGINE IS NOT ENGAGED IN GEAR AND WHEN THE ENGINE OPERATES AT A SPEED OF REVOLUTIONS PER MINUTE SPECIFIED BY THE VEHICLE MANUFACTURER WHEN THE ACCELERATOR IS FULLY RELEASED AND THERE IS NO LOAD ON THE ENGINE.

(E) "POWER TAKE OFF (PTO) MECHANISM" MEANS A UNIT THAT PROVIDES POWER FROM THE ENGINE TO A TRAILER OR OTHER EQUIPMENT.

(F) "PRIMARY PROPULSION ENGINE" MEANS ANY ENGINE FOR WHICH THE PRIMARY FUNCTION IS TO PROVIDE MECHANICAL POWER TO PROPEL OR DIRECT A VEHICLE, REGARDLESS OF WHETHER THAT POWER IS APPLIED DIRECTLY TO THE PROPELLER SHAFT OR INDIRECTLY BY WAY OF AN ELECTRICAL SYSTEM.

(G) "TRUCK STOP" MEANS A PLACE OF BUSINESS THAT PROVIDES SERVICES TO DRIVERS AND THEIR VEHICLES IN WHICH THE SERVICE TIME MAY EXCEED ONE (1) HOUR.

(H) "VEHICLE" MEANS ANY DEVICE OR COMBINATION OF DEVICES WITH A GROSS VEHICLE WEIGHT RATING OF MORE THAN 14,000 POUNDS, REQUIRED UNDER ARIZONA LAW (ARIZONA REVISED STATUTES, TITLE 28, CHAPTERS 7 AND 9) TO BE REGISTERED, DESIGNED TO OPERATE ON PUBLIC HIGHWAYS AND POWERED BY A DIESEL ENGINE.

(3) ANY OWNER OR OPERATOR OF A VEHICLE WHO VIOLATES THE PROVISIONS OF THIS SUBSECTION (E) SHALL BE SUBJECT TO A CIVIL

PENALTY OF \$100 FOR THE FIRST OFFENSE AND \$300 FOR A SECOND OR ANY SUBSEQUENT VIOLATION. ALL PENALTIES ARE SUBJECT TO ALL SURCHARGES AND FEES IMPOSED BY STATE LAW.

(4) EACH TRUCK STOP OWNER OR OPERATOR AND DISTRIBUTION CENTER OWNER OR OPERATOR SHALL ERECT AND MAINTAIN A PERMANENT SIGN THAT IS AT LEAST 12 INCHES BY 18 INCHES IN SIZE INDICATING THAT THE MAXIMUM IDLE TIME ALLOWED IN THE CITY IS 5 MINUTES AND THE AMOUNT OF CIVIL FINES APPLICABLE FOR VIOLATIONS. SUCH SIGN SHALL BE POSTED IN A CONSPICUOUS LOCATION, NEAR THE DISPATCHER, IF APPLICABLE.

(5) THE PROVISIONS OF THIS SUBSECTION (E) SHALL NOT APPLY WHEN:

(A) A VEHICLE IS FORCED TO REMAIN MOTIONLESS BECAUSE OF TRAFFIC OR ADVERSE WEATHER CONDITIONS AFFECTING THE SAFE OPERATION OF THE VEHICLE.

(B) A VEHICLE IS BEING OPERATED FOR EMERGENCY OR LAW ENFORCEMENT PURPOSES.

(C) THE PRIMARY PROPULSION ENGINE OF A VEHICLE MEETS ALL OF THE FOLLOWING CRITERIA:

(i) IT IS PROVIDING A POWER SOURCE NECESSARY FOR MECHANICAL OPERATIONS OTHER THAN PROPULSION.

(ii) IT INVOLVES A POWER TAKE OFF MECHANISM, OR OTHER MECHANICAL DEVICE PERFORMING THE SAME FUNCTION AS A PTO.

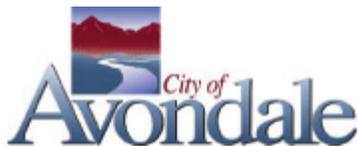
(iii) IT IS POWERED BY THE ENGINE FOR:

- (a) LOADING AND UNLOADING CARGO; OR
- (b) MIXING OR PROCESSING CARGO; OR
- (c) CONTROLLING CARGO TEMPERATURE; OR
- (d) PROVIDING A MECHANICAL EXTENSION TO PERFORM WORK FUNCTIONS.

(D) THE PRIMARY PROPULSION ENGINE OF A VEHICLE IS BEING OPERATED AT IDLE TO CONFORM TO MANUFACTURER'S WARM UP AND COOL DOWN SPECIFICATIONS, FOR MAINTENANCE OR DIAGNOSTIC PURPOSES, OR BY MANUFACTURERS ENGAGING THE ENGINES IN TESTING FOR RESEARCH AND DEVELOPMENT.

(E) THE PRIMARY PROPULSION ENGINE OF A VEHICLE IS BEING OPERATED TO SUPPLY HEAT OR AIR CONDITIONING NECESSARY FOR PASSENGER COMFORT/SAFETY IN THOSE VEHICLES OPERATING FOR COMMERCIAL PASSENGER TRANSPORTATION OR SCHOOL PURPOSES UP TO A MAXIMUM OF 30 MINUTES PER HOUR. IF AMBIENT TEMPERATURES EXCEED 75 DEGREES FAHRENHEIT, PASSENGER BUSES ARE ALLOWED TO IDLE UP TO A MAXIMUM OF 60 MINUTES IN ANY 90-MINUTE TIME PERIOD.

(F) THE PRIMARY PROPULSION ENGINE OF A VEHICLE IS BEING OPERATED TO COMPLY WITH THE U.S. CODE OF FEDERAL REGULATION 49 CFR PART 395 AND THE ARIZONA DEPARTMENT OF TRANSPORTATION (DOT) REGULATION R17-5-202 REFERENCING HOURS OF SERVICE RESTRICTIONS.



CITY COUNCIL REPORT

SUBJECT:
Summer Recreation Cost Recovery Policy

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Christopher Reams, Acting Director of Parks, Recreation and Libraries (623)333-2412
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider eliminating the 50% youth programming general fund subsidy for the Summer Recreation Program.

BACKGROUND:

In 2003, City Council adopted a policy to subsidize recreation programming for Avondale youth. The Parks Recreation and Libraries Department spreads this subsidy to all youth programming and thereby reduces the base cost of all programs by 50%. The program subsidy comes from the general fund and Avondale residents realize a direct savings on all youth recreation programs.

The City Manager is authorized to establish recreational user fees for parks and recreational programs sponsored by the city and to change these fees as required. (Ord. No. 1021-04, § 1, 7-6-04). The Avondale Summer Recreation Program has been offered for 5 years and is jointly sponsored by the Littleton Elementary School District (LESD). This year staff has doubled the opportunity for residents to participate in this program by operating the program at two LESD sites, Countryplace and Underdown Schools. However, according to the current policy the program subsidy will have to increase, because of this expansion.

DISCUSSION:

Staff requests that Council consider discontinuing the subsidy for the Summer Recreation Program for the following reasons: The summer program is very popular and oversubscribed; The summer program has expanded; The Summer program can sustain its own costs; There are other youth program subsidy options. The City Manager can set the rates for this program based on operational cost.

Program Popularity and Expansion

The Summer Recreation Program is operated by the City of Avondale at LESD facilities. In the summer of 2006 the program was operated at Underdown School where LESD provides a gymnasium, up to three classrooms and a computer room, subject to availability. This facility provides for a maximum of 200 participants. The program reaches capacity every year and must expand to additional sites to accommodate the need and popularity of the program.

This year the program is expanding to one additional site:
Underdown Elementary School Country Place Elementary School
1642 S. 107th Avenue 10207 W Country Place Blvd

However, when a program expands to an additional site, the cost to the general fund increases. The additional subsidy would total \$20,175 for the two sites at current staffing levels and program costs.

Budget Sustainability

The program can easily be self supporting and still offer a quality program to Avondale residents at a low cost. Current Summer Recreational all day programs in the WestValley range from \$100 - \$200 per week. The

Avondale Summer Program with the 50% subsidy costs residents \$30 per week, since the cost for the entire program is \$150 for residents and \$180 for non residents, or \$36 per week. Program costs without the 50% subsidy for the entire program would be approximately \$60 per week for residents, or \$300 for entire program and \$36 per week for non residents, or \$360 for the entire program.

The program is very popular and the cost is very affordable even without the subsidy. Developing this program into a self-sustaining program will also support the long-term viability of the program. A self sustained program can continue to operate during periods of budgetary reductions and additional funding requests would not be required each time the program expands. As the program grows the cost to the city will not continue to grow and our residents will continue to receive a high quality, low cost program. The project summer program budget for 2006-2007 is attached.

Other Youth Subsidy Options

Staff can pursue other outside funding opportunities and grants to further supplement youth programming cost for Avondale residents. The city currently supports youth programming through scholarship and voucher programs. as follows:

Youth Voucher Program	\$32,500 per year allocated
Youth Program Scholarships	\$ 1,000 per program season

The voucher program is allocated at \$32,500 per year, however program funds utilized have only totaled \$7,130 for FY 05-06 and \$3,330 has been used by residents thus far in FY 06-07. The voucher funds can be rolled over into the scholarship program to increase the available scholarships.

The Youth Scholarship fund is allocated at \$1,000 per year. The funds are generated from program administrative costs. Prior to FY 05-06 all of the funds were used. In FY 05-06 Evergreen Realtors sponsored a portion of the program at \$10,000 and the funds were used to reduce the cost to program participants. The entire program cost for FY 05-06 was \$60 for residents and \$75 for non residents. No scholarships were applied for.

In addition, funds previously approved as part of the Recreation ongoing budget for Summer Programming (\$31,000) can also be used in support of the Summer Program, additional scholarship funds, or enhancement of the voucher program, but no further General Fund increases will be necessary.

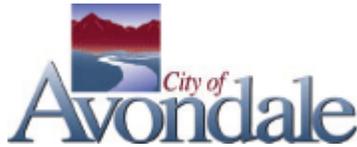
RECOMENDATION:

Staff recommends that the City Council consider eliminating the 50% youth programming general fund subsidy for the Summer Recreation Program and provide direction.

ATTACHMENTS:

Click to download

 [2006-2007 Projected Summer Program Budget](#)



CITY COUNCIL AGENDA

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

REGULAR MEETING
April 2, 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. 2007 State Legislative Update

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. Proclamation - Air Force Week

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 - MARCH 19, 2007

b. CLAIMS FOR FEBRUARY 2007

Claims for February 2007

c. CONTRACT APPROVAL - CENTENIAL CONTRACTORS ENTERPRISES, INC

City Staff is requesting Council approval of a contract with Centennial Contractors Enterprises, Inc. in the amount of \$155,785.41 to relocate and install two modular buildings at the Avondale/Goodyear Fire Training Facility. The Council will take appropriate action.

d. RUBY TUESDAY LIQUOR LICENSE

Staff is requesting that the City Council consider a request by Ms. H. J. Lewkowitz, for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors at Ruby Tuesday, 1035 N. Avondale Blvd. The Council will take appropriate action.

e. APPOINTMENT OF JIM MCDONALD TO SOUTH MOUNTAIN CITIZENS ADVISORY TEAM

Mayor Lopez Rogers is requesting that the Council confirm the appointment of Jim McDonald to the South Mountain Citizens Advisory Team (SMCAT) to represent the interests of the City of Avondale as it pertains to the design and location of the South Mountain Freeway. The Council will take appropriate action.

f. REIMBURSEMENT AGREEMENT WITH AVONDALE BOULEVARD, LLC

Staff is requesting that the City Council approve a reimbursement agreement with Avondale Boulevard,

LLC in the amount of \$135,198.87 to increase a waterline from 12 inches to 16 inches and authorize the Mayor or City Manager and the City Clerk to execute the agreement documents. The Council will take appropriate action.

g. PROFESSIONAL SERVICES AGREEMENT - TRISTAR ENGINEERING AND MANAGEMENT, INC. - MCDOWELL ROAD SIDEWALK IMPROVEMENT PROJECT

Staff is requesting that the City Council approve a professional services agreement with Tristar Engineering and Management, Inc. to provide design services for the McDowell Road Sidewalk improvements in the amount of \$99,993 and authorize the transfer of \$64,993 from the NPDES Street Line Item 304-1015-00-8420 to the McDowell Road Sidewalks Line Item 304-1126-00-8001. The Council will take appropriate action.

h. CONTRACT FOR DRILLING AND SAMPLING OF TWO EXPLORATION BOREHOLES

Staff is requesting that the City Council award a contract to Stewart Brothers Drilling Co. for the purpose of drilling and sampling two exploration boreholes as part of the City's "Well Production Evaluation and Exploratory Borehole Program – Phase II" in the amount of \$276,820, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

i. MAYOR APPOINTMENT TO SOUTHWEST VALLEY CHAMBER OF COMMERCE BOARD OF DIRECTORS

Mayor Lopez Rogers is requesting that the Council confirm the re-appointment of Councilmember Frank Scott to represent the City of Avondale as a voting member of the Southwest Valley Chamber of Commerce Board of Directors.

Staff and representatives from the AYAC will provide City Council with the Avondale Youth Advisory Commission (AYAC) Annual Financial and Management Report and request the appointment of one new AYAC member. The Council will take appropriate action.

7 DISCUSSION OF LIGHTED TRAFFIC SIGNAL STREET NAME SIGNS WITH THE CITY OF AVONDALE LOGO

Staff is requesting that the City Council approve the use of the icon from the City of Avondale's logo on the lighted street name signs throughout the City.

8 DISCUSSION ITEMS

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

a. The Mayor will brief the Council on a proposed Southwest Valley Living Heritage Museum.

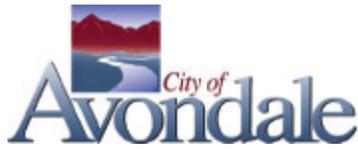
9 ADJOURNMENT

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:
2007 State Legislative Update

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Shirley Gunther, Intergovernmental Affairs Manager (623)333-1612
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to provide an update to the City Council regarding current and pending state legislation and to receive policy direction the Council may want to take.

BACKGROUND:

The City Council authorized the City's 2007 State Legislative Program on December 11, 2006 and received an update during the Work Session on February 20, 2007 and March 5, 2007. Staff will continue to come before the City Council on a regular basis throughout the legislative session to provide updates and seek additional policy direction, as needed.

DISCUSSION:

Session Overview

The Arizona Legislature has been in Session for 75 days. More than 1,500 bills have been introduced; one bill has vetoed and no bills have been signed. Earlier this month the Governor met with Republican Legislators in a Joint House and Senate Republican Caucus to answer questions from Caucus members and to explain her budget priorities. Senate and House Majority Members have been meeting in public and privately to discuss various aspects of the budget. Some suggest that the Senate will release their budget as early as March 26, 2007. During the following weeks, most of the legislative discussions will focus on the budget.

Legislation

SB 1350 and HB 2515 - municipal tax incentives Senator Chevront (Phoenix)

In both the Senate and House strikers were introduced to eliminate retail tax incentives by cities. The bill penalizes a city or town within 25 miles of the Greater Phoenix area for providing a tax incentive to attract retail businesses. The penalty is equal to the amount of the incentive realized by the taxpayer over a 5 year period and comes from that city's state shared sales tax revenues. Avondale submitted a slip of opposition as it is a direct conflict of local control.

The House version passed out of the Senate Finance committee by a vote of 7 Yes, 1 No. Senator Miranda (District 13) supported the bill. The Senate version passed out of the House Commerce committee by a vote of 6 Yes, 1 No and 3 Absent. No Avondale members sit on the House Commerce Committee. Both bills go to Rules and Caucus next.

SB 1359 - municipal utilities; tenant nonpayment Sponsor: Senator Gray (Mesa)

SB 1359 prohibits Cities from requiring a property owner to pay unpaid user fees as a condition of providing new service or restoring service to a lessee who is responsible for the payment of utility user fees. The bill will be heard for a third time in House Government. The first time the measure was heard it was held, the second time the measure was heard it failed. An Amendment may be offered to exempt cities with a population less than 100,000 persons. Avondale has not yet taken a position on the amendment. However, even with the amendment the bill still pre-empts local control.

Representative Martha Garcia (District 13) supported Avondale's position and voted against the bill. The bill goes to Rules and Caucus next.

HB 2369 - *sign ordinance* Sponsor: Representative Robson (Chandler)

The bill mandates that a city must pass an ordinance to permit sign walkers. Currently, Avondale prohibits sign carriers in the right of way. If HB 2369 passes the Avondale ordinance will be void and the city will be required to adopt a new ordinance. Avondale, Scottsdale, Phoenix and the League of City of Towns have been opposed to the measure as it infringes on local control. Legislators argued that there should be a state-wide law and this issue is a freedom of speech issue. They argued that people should be allowed to carry signs in the street for any reason – they should have and do have the right of freedom speech.

The measure passed out of Committee unanimously. Senator Robert Blendu (District 12) did not support Avondale's position and voted for the bill. The bill goes to Rules and Caucus next.

HB 2595 - *amateur radio; operators; structures; accommodation* Sponsor: Representative McLain (Bullhead City)

HB 2595 requires municipalities, counties and community organizations to include as part of their zoning regulations "reasonable height and dimensions" for amateur radio station antennae.

Avondale has been monitoring the bill and has not taken a position on it. The bill goes to Senate Government next.

HB 2638 - *local energy plans* Sponsor: Representatives Cajero Bedford (Tucson)

HB 2638 requires counties with a population greater than 125,000 persons and cities and towns to include an energy element in their long-range planning document.

Avondale has been monitoring and has taken no action on this bill. The bill goes to Senate Government next.

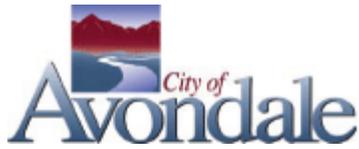
RECOMENDATION:

None. For information and direction only.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Proclamation - Air Force Week

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Sammi Curless, Council Assistant (623)333-1613
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Mayor would like to recognize the efforts of the airmen and women of Luke Air Force Base and the United States Air Force via a proclamation that was issued declaring the week of March 19-25 as Air Force Week in Avondale. Attached is the proclamation issued by the Mayor.

The Mayor has invited Brigadier General Tom Jones, Commander of the 56th Fighter Wing to accept the proclamation.

RECOMENDATION:

No recommendation as this is a recognition item.

ATTACHMENTS:

Click to download

 [Air Force Week Proclamation](#)

Air Force Week

WHEREAS, On July 26, 1947, President Harry S. Truman signed the National Security Act of 1947, officially establishing the United States Air Force, and charged it with the responsibility to organize, train and equip United States air forces for air operations around the globe; and.

WHEREAS, The United States Air Force is currently in its 60th anniversary year, commemorating 60 years of Air and Space Power in 2007. For the last 60 years, the United States Air Force has been a cornerstone of America's defense and served our nation by deploying Airmen around the world to perform in military action, serve as peacekeepers, and provide humanitarian assistance; and

WHEREAS, Thanks to America's Airmen, and their core values of Integrity first, Service before self and Excellence in all we do, freedom will continue to shine as a beacon of hope throughout the world. Each day our Airmen endure hardship, confront danger, and sometimes die in defense of our nation. We owe them our unwavering support in their resolute effort to ensure that our values and our way of life are not destroyed; and

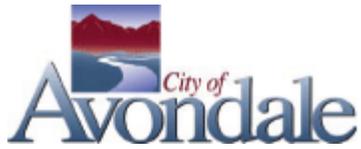
WHEREAS, Brave Arizonans have, and continue to serve with great fervor as Airmen in the United States Air Force, playing an integral role in the lasting heritage and limitless horizons of the America's Air Force.

NOW, THEREFORE, I, Marie Lopez Rogers, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, in recognition of the courageous men and women of the United States Air Force who fight to ensure the safety and security of our Nation and its citizens, do hereby proclaim the week of March 19-25, 2007 as Air Force Week in the City of Avondale, and encourage all citizens to join me in showing our gratitude to all our nation's Airmen, past, present, and future.

Mayor

ATTEST:

City Clerk



CITY COUNCIL REPORT

SUBJECT:

Approval of Minutes - March 19, 2007

MEETING DATE:

April 2, 2007

TO: Mayor and Council

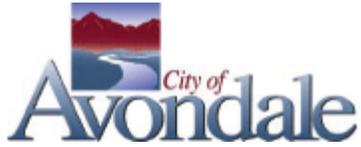
FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Claims for February 2007

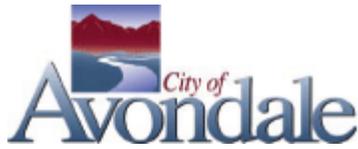
MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

 [Claims for February 2007](#)



CITY COUNCIL REPORT

SUBJECT:
Contract approval - Centennial Contractors Enterprises,
Inc

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Paul Adams, Fire Chief (623)333-6100
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council approve a contract with Centennial Contractors Enterprises, Inc. in the amount of \$155,785.41 to relocate and install two modular buildings at the Avondale/Goodyear fire training facility.

BACKGROUND:

Funding was provided in the fire department's CIP this fiscal year for additional construction at the Avondale/Goodyear fire training facility located at 4th Street and Lower Buckeye Road. This would include infrastructure work, the addition of a modular shower facility, relocation of one of the modular buildings previously used by Water Resources and site preparation for a future modular classroom building.

DISCUSSION:

The work associated with this project will be provided through Mohave Contract # 04E-CENT-0901 with Centennial Contractors Enterprises, Inc. The project will include all necessary site preparation, installation of a modular shower facility purchased earlier this year, the relocation and installation of one of the modular buildings previously used by Water Resources from the old public works site, and pouring of a concrete pad for installation of a modular classroom building in the future. The buildings will include a fire sprinkler system and the exterior of both buildings will include new stucco and paint.

The relocated modular building from the old public works yard will be attached to the new shower facility and will provide locker space for students in addition to some limited classroom space. Total cost for the work will be \$155,785.41 with a 90 day completion period following award of the contract. Infrastructure work, which included the extension of water and sewer lines to the site, was completed earlier this month by the Water Resources staff.

BUDGETARY IMPACT:

Funding for this project is included in line item 319-1039-00-8220 in the Fire Department CIP.

RECOMENDATION:

Staff recommends that the Mayor and City Council approve a contract with Centennial Contractors Enterprises, Inc. in the amount of \$155,785.41 to relocate and install two modular buildings at the Avondale/Goodyear fire training facility.

ATTACHMENTS:

Click to download

 [Professional Services Agreement](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CENTENNIAL CONTRACTORS ENTERPRISES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 2, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Centennial Contractors Enterprises, Inc., a Virginia corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 04E-CENT-0901 (the "Mohave Contract"), a copy of which is on file in the City's Purchasing Department and which is incorporated herein by reference, for the Contractor to provide Fire Department Modular Relocation (the "Services").

B. The City is permitted to purchase the Services under the Mohave Contract without further public bidding, and the Mohave Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase the Services under the Mohave Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained herein, the parties hereby agree as follows:

1. The Contractor shall provide to the City the Services under the terms and conditions of the Mohave Contract in the quantities and configurations set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

2. The City shall pay the Contractor a price not to exceed \$155,785.41 for the Services, as set forth in Exhibit A.

3. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Contractor”

CENTENNIAL CONTRACTORS
ENTERPRISES, INC.,
a Virginia 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 _____
_____, a(n) _____, on behalf of the _____.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CENTENNIAL CONTRACTORS ENTERPRISES, INC.

[Scope of Work]

See following pages.



Centennial

contractors enterprises, inc.

PROPOSAL

CCE Mohave Contract #: 04E-CENT-0901

Date: March 16, 2007

CCE# 67-0651

Title: Avondale FD Modular Relocation

Location: Avondale, AZ

Burdened Means Cost:	\$ 139,776.48
Non-Prepriced:	\$ -
Design Services:	\$ 6,973.61
Bond:	\$ 1,058.70
Sales Tax @ 0.05720	\$ 7,976.62

Total Proposal Cost: \$ 155,785.41

Proposal Data Calculation:

Total Means Cost	\$ 173,435
Coefficient 0.83	\$ 29,484
City Index 0.971	\$ 4,175
Burdened Means Cost	\$ 139,776

Proposal Data for Design Services:

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Architect	0	\$108.37	\$0.00
Landscape Architect	0	\$93.92	\$0.00
Civil (Structural) Engineer	0	\$108.37	\$0.00
Electrical Engineer	0	\$122.26	\$0.00
Mechanical (Fire Protection)	0	\$111.14	\$0.00
CAD Operator	20	\$65.30	\$1,306.00
Civil Engineering Technician	7	\$76.42	\$534.94
Mechanical Engineering Tech	0	\$77.80	\$0.00
Electrical Engineering Tech	0	\$83.35	\$0.00
Surveyor	83	\$59.73	\$4,957.59
Clerical	3	\$58.36	\$175.08
			<u>\$6,973.61</u>

Total Performance Time required: 90 Calendar Days after notice to proceed.

Progress Payments shall apply to this proposal for work in place and stored materials.

CENTENNIAL CONTRACTORS ENTERPRISES, Inc.

Bob Gilmore
Project Manager

CENTENNIAL CONTRACTORS ENTERPRISES, INC.
JOC CONTRACT NO. 04E-CENT-0901

**DELIVERY ORDER PROPOSAL
AND
WORK PLAN**

Project: City of Avondale F.D. Modular Relocation

Date: 16 Mar 07

CCE #: 67-0651

Location: Avondale, AZ

Estimated Construction Duration: 90 Calendar Days
(Excluding, Weather)

Owner Rep: Ron Deadman

Description of Delivery Order: Provide Utility Services and Relocate a Modular Bldg. for the Fire Dept.

- I. Scope of Work:** The Fire Department would like to prepare a site with utilities and pads for the relocation of a modular building and the installation of an owner provided restroom trailer for a debriefing area at the training facility.

Design & Administration:

1. Perform site investigations & programming meetings to develop project requirements.
2. Adminstrate all bidding, preconstruction, construction, permitting, & project completion activities.
3. Coordinate all construction scheduling to complete project within contract duration.

Electrical Demo:

1. Disconnect the conductors from the service meter section to the modular bldg. panel boards.
2. Terminate any conduit and conductors necessary to facilitate the relocation of the modular building.
3. Secure lighting fixtures for relocation.

Plumbing Demo:

1. Cap water and sewer connections to the modular building 5' outside the building footprint.

Fire Riser Demo:

1. Cap fire sprinkler line at valve at least 5' from the building footprint.
2. Remove the fire sprinkler riser and associated equipment for relocation to the new modular location.
3. Cut the sprinkler line at the middle of the building interior to facilitate the modular relocation. Re-groove pipe for a mechanical coupling at the new location.

Underground Utilities:

1. Furnish and install approx. 90 linear feet of 4" PVC sewer line with clean out as indicated on the site plan drawing provided by the Owner. (Deleted by Owner.)
2. Furnish and install approx. 175 linear feet of 2" schedule 40 PVC water supply pipe. The water line will provide water for the restroom/shower trailer and will continue around the modular trailer to be capped for future use.
3. Furnish and install 2" backflow preventer at the tie-in to the restroom trailer.

4. Furnish and install 1 ea. 4" PVC conduit from the point of connection as indicated on the drawing to a concrete hand hold at the SW corner of the restroom trailer and from there to a new service entrance assembly located near the South end of the relocated modular building.
5. Backfill and compact with native soil all the utility trenches. Provide utility marking tape in each trench.

Site Work:

1. Provide survey for building layout and elevations. Provide as builds for closeout.
2. Over-excavate and recompact building pad for the existing modular building.
3. Over-excavate and recompact pad for the restroom shower trailer. Elevation to be determined to match the modular trailer elevation.
4. Over-excavate and recompact building slab for a future modular bldg.

Concrete:

1. Form, place and finish 1800 sf of 4" concrete (3000 psi) over 4" of compacted (95%) abc material subgrade.

Modular Relocation:

1. Coordinate disconnects with the utility subcontractors.
2. Disassemble the building into two halves and crane onto a trailer. Relocate to the new concrete pad.
3. Reassemble the two halves and secure to the new concrete slab.
4. Make the necessary repairs to the building to insure weather proofing and any aesthetic repairs.

Plumbing:

1. Make the necessary water and sewer connections at the restroom trailer and the modular trailer. Connection is assumed to be one water supply and one drain line. Verify proper operation of fixtures. Connections should be made at 5' from building and the point of connection provided by utility subcontractor.
2. Cap water supply pipe for future extension at the south end of the modular building per plan.

Electrical:

1. Provide new electrical service entrance section with meter socket.
2. Provide conduit and conductors from the SES to the existing modular building panel boards.
3. Make the necessary electrical connections inside the modular building to restore lighting and power.
4. Make the necessary connections with the restroom trailer to provide lighting and power.

Fire Sprinkler and Alarm:

1. Connect the 2" sprinkler pipe in the middle of the modular that supplies the north half of the bldg.
2. Install the fire riser at the new modular location and make all the necessary connections to assure proper operation.
3. Cap and mark the end of the riser supply pipe for future connection.
4. Make the necessary connections for the existing fire alarm system. Furnish and install new smoke detectors in the restrooms and integrate into the existing system.

Paint

1. Primer stucco coating and fascia of the modular with a paint with a primer to minimize rust penetration.
2. Primer the shower trailer.

3. Apply two coats of paint to the both the shower trailer and the modular building.
4. Paint the fascia and trim of both buildings.
5. Paint window molding and two door openings.
6. Colors to be determined by owner.

Assumptions & Clarifications:

1. Scheduled work based upon subcontractor availability and sufficient lead-time to mobilize and start.
2. Construction crews will have full access to Site during normal working hours.
3. Final layout will be coordinated between City of Avondale, CCE, and the selected subcontractor.
4. There are no hazardous substances at the work site.
5. Excavations costs do not include removal of existing construction debris buried at the job site.
6. Construction duration does not include design review, permitting, or submittal approval.
7. All building materials will be submitted for approval prior to material procurement.
8. All work not clearly defined on the drawings or in this work plan will be considered a change in scope, and priced separately.
9. We assume that the wiring for the restroom trailer is intact and needs only cursory work to integrate into the existing modular building electrical service. Extensive rewiring of the trailer will be an extra.
10. Electric meter to be provided by City of Avondale and APS.
11. All utilities are estimated to be connected at point shown on plans. Any additional linear footages not indicated will be an extra.
12. Per the city, electrical power is located at point of connection and in sufficient capacity to supply the project as indicated on the plans.
13. The final connections for power and water inside the modular will need to be coordinated with the user as to the future room configuration and personnel requirements.
14. Additional abc material and concrete for sidewalks and second building pad excluded from this proposal.

Exclusions:

1. All permits and associated fees. Dust control permit and SWIPPP permit provided by City.
2. Relocation of existing underground and above ground service including, but not limited to, electrical, plumbing, irrigation, etc.
3. Electrical transformers.
4. Removal of the office furnishings by City.
5. Any primary feed conductors will be provided by SRP from point of connection to service meter section.
6. Fire Sprinkler system supply line.
7. We have not inspected the restroom trailer at this time and can only assume worthiness for the requirements of this project. No fixture replacement or additional electrical and plumbing repairs or lines could be estimated or included at this time.

II. TECHNICAL PLAN

1. **Special or long lead-time equipment and materials:** None
2. **Interface with existing structure:** None
3. **Possible disruption to building personal and plans to minimize:** All construction activities will be approved by building managers before construction begins.
4. **Outages:** None expected during construction.
5. **Special training/Orientation Requirements:** None
6. **Work to be performed during non-normal hours:** None

7. **Outage Coordination:** All outages will be coordinated with building managers to minimize inconveniences.
8. **Safety Issues:** Non-construction personnel will not be permitted in areas under construction.
9. **Special Issues:** None
10. **Special Security Requirements:** None
11. **Significant Milestones:** Notice to Proceed
12. **Hazardous Materials:** None expected, planned for nor priced in this proposal.
13. **Quality Assurance Considerations:** Industry Standard for this type of work All materials, equipment, & workmanship will be approved by submittal process. Manufacture warranties, construction bonds, & CCE project turn over procedures will be provided before owner occupancy.

III. STAFFING PLAN:

Project Manager: Bob Gilmore
Superintendent: Doyle Hammett
Field Engineer: Lorena Blanco
Safety & Quality Control: Doug Bailey

IV. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None at this time

Centennial Contractors Enterprises, Inc.



Submitted By: Bob Gilmore
Project Manager

Author : LS
Descr : Relocate Modular Trailer
Notes :

Division: 01000000 General Requirements

Line #: 01107 700 0020 M	Surveying conventional, topographical, minimum						D/O:	3.300
Qty: 1.500	Crew: A7	Unit: Acre				Total:	\$495.04	
Lab. Hr: 7.273	Mat.: \$18.48	Labor: \$457.09	Equip: \$19.47					
	10.910	\$27.72	\$685.63	\$29.21			\$742.56	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Priced for private utility locator of utility lines at work site.

Line #: 01450 500 1500 M	Concrete testing, cement, physical tests, ASTM C 150						D/O:	0.000
Qty: 1.000	Crew:	Unit: Ea.				Total:	\$349.50	
Lab. Hr: 0.000	Mat.: \$0.00	Labor: \$349.50 *	Equip: \$0.00					
	0.000	\$0.00	\$349.50	\$0.00			\$349.50	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: One test during pad pour

Line #: 01450 500 1950 M	Conc test, compressive strength test, cyl, picked up by lab, avg/cyl						D/O:	0.000
Qty: 4.000	Crew:	Unit: Ea.				Total:	\$19.50	
Lab. Hr: 0.000	Mat.: \$0.00	Labor: \$19.50 *	Equip: \$0.00					
	0.000	\$0.00	\$78.00	\$0.00			\$78.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Four cyl per test

Line #: 01450 500 4735 M	Soil testing, density, nuclear method, ASTM D2922						D/O:	0.000
Qty: 10.000	Crew:	Unit: Ea.				Total:	\$38.50	
Lab. Hr: 0.000	Mat.: \$38.50 *	Labor: \$0.00	Equip: \$0.00					
	0.000	\$385.00	\$0.00	\$0.00			\$385.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Compaction test on subgrade and concrete pads

Line #: 01450 500 4735 M	Soil testing, density, nuclear method, ASTM D2922						D/O:	0.000
Qty: 12.000	Crew:	Unit: Ea.				Total:	\$38.25	
Lab. Hr: 0.000	Mat.: \$0.00	Labor: \$38.25 *	Equip: \$0.00					
	0.000	\$0.00	\$459.00	\$0.00			\$459.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Density testing over 440 LF @ 4' VF intervals @ 150 LF spacing.

Line #: 01450 500 4900 M	Soil testing, proctor compaction, 4" standard mold, ASTM D 698						D/O:	0.000
Qty: 2.000	Crew:		Unit: Ea.			Total:	\$135.00	
Lab. Hr: 0.000	Mat.: \$0.00		Labor: \$135.00 *	Equip: \$0.00			\$135.00	
	0.000	\$0.00	\$270.00	\$0.00			\$270.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Obtain 2 proctors from existing soil

Line #: 01450 500 5550 M	Testing, technician for inspection, per day, earthwork						D/O:	0.000
Qty: 5.000	Crew:		Unit: Ea.			Total:	\$219.00	
Lab. Hr: 0.000	Mat.: \$0.00		Labor: \$219.00 *	Equip: \$0.00			\$219.00	
	0.000	\$0.00	\$1,095.00	\$0.00			\$1,095.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Compaction testing for earth work

Line #: 01450 500 5570 M	Testing, technician for inspection, per day, concrete						D/O:	0.000
Qty: 3.000	Crew:		Unit: Ea.			Total:	\$270.00	
Lab. Hr: 0.000	Mat.: \$0.00		Labor: \$270.00 *	Equip: \$0.00			\$270.00	
	0.000	\$0.00	\$810.00	\$0.00			\$810.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Labor for concrete testing tech/ asphalt testing tech

Line #: 01543 310 3120 M	Conc equip rental;transit mixer,hyd drive 6x4,250HP 8CY rear discharge						D/O:	0.000
Qty: 2.000	Crew:		Unit: Day*			Total:	\$900.90	
Lab. Hr: 0.000	Mat.: \$306.90 *		Labor: \$0.00	Equip: \$594.00 *			\$900.90	
	0.000	\$613.80	\$0.00	\$1,188.00			\$1,801.80	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Truck for 2 seperate days for concrete pours (Pour both ends for slab on grade on first day and pour middle of slab the second day)

Line #: 01543 310 3120 M	Conc equip rental;transit mixer,hyd drive 6x4,250HP 8CY rear discharge						D/O:	1.000 *
Qty: 2.000	Crew: TRHV*		Unit: Day*			Total:	\$370.00	
Lab. Hr: 8.000	Mat.: \$0.00		Labor: \$370.00	Equip: \$0.00			\$370.00	
	16.000	\$0.00	\$740.00	\$0.00			\$740.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Driver (Trhv) only for 2 seperate days for concrete pours

Line #: 01543 320 0150 M	Rent excavation diesel hydraulic crawler mounted 1 CY capacity						D/O:	1.000 *
Qty: 3.000	Crew: B12A*		Unit: Day*			Total:	\$1,701.70	
Lab. Hr: 16.000	Mat.: \$240.90 *		Labor: \$844.80	Equip: \$616.00			\$1,701.70	
	48.000	\$722.70	\$2,534.40	\$1,848.00			\$5,105.10	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Excavate for modular and shower trailer building pads

Line #:	01543 320 0150 M	Rent excavation diesel hydraulic crawler mounted 1 CY capacity						D/O:	1.000 *
Qty:	2.000	Crew:	B12A*	Unit:	Day*				
Lab. Hr:	16.000	Mat.:	\$240.90 *	Labor:	\$844.80	Equip:	\$616.00	Total: \$1,701.70	
	32.000		\$481.80		\$1,689.60		\$1,232.00	\$3,403.40	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Excavate for future modular building pad

Line #:	01543 320 0460 M	Rent backhoe-loader wheel type 80 HP 1-1/4 CY capacity						D/O:	1.000 *
Qty:	2.000	Crew:	B11M*	Unit:	Day*				
Lab. Hr:	16.000	Mat.:	\$123.20 *	Labor:	\$827.20	Equip:	\$305.80	Total: \$1,256.20	
	32.000		\$246.40		\$1,654.40		\$611.60	\$2,512.40	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Excavate for sidewalk

Line #:	01543 320 0460 M	Rent backhoe-loader wheel type 80 HP 1-1/4 CY capacity						D/O:	1.000 *
Qty:	1.000	Crew:	B11M*	Unit:	Day*				
Lab. Hr:	16.000	Mat.:	\$123.20 *	Labor:	\$827.20	Equip:	\$305.80	Total: \$1,256.20	
	16.000		\$123.20		\$827.20		\$305.80	\$1,256.20	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Load excess material for haul off

Line #:	01543 320 0460 M	Rent backhoe-loader wheel type 80 HP 1-1/4 CY capacity						D/O:	1.000 *
Qty:	1.000	Crew:	B11M*	Unit:	Day*				
Lab. Hr:	16.000	Mat.:	\$123.20 *	Labor:	\$827.20	Equip:	\$305.80	Total: \$1,256.20	
	16.000		\$123.20		\$827.20		\$305.80	\$1,256.20	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Backfilling utilities - Backfill sewer line trench, water line trench, electric line trench with bedding material @ 440 LF per day

Line #:	01543 320 0460 M	Rent backhoe-loader wheel type 80 HP 1-1/4 CY capacity						D/O:	1.000 *
Qty:	2.000	Crew:	B11M*	Unit:	Day*				
Lab. Hr:	16.000	Mat.:	\$123.20 *	Labor:	\$827.20	Equip:	\$305.80	Total: \$1,256.20	
	32.000		\$246.40		\$1,654.40		\$611.60	\$2,512.40	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Backfilling utilities - Backfill remainder of sewer line trench, water line trench, electric line trench with native soil @ 220 LF per day (440 / 220 = 2 days)

Line #:	01543 320 0460 M	Rent backhoe-loader wheel type 80 HP 1-1/4 CY capacity						D/O:	1.000 *
Qty:	3.000	Crew:	B11M*	Unit:	Day*				
Lab. Hr:	16.000	Mat.:	\$123.20 *	Labor:	\$827.20	Equip:	\$305.80	Total: \$1,256.20	
	48.000		\$369.60		\$2,481.60		\$917.40	\$3,768.60	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Excavate utilities - Excavation of sewer line trench, water line trench, electric line trench @ 125 LF per day (440 / 125 = 4 days) less 1 day for no sewer

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 01543 320 1300 M	Rent vibratory plate compactor gas 18" plate 3000 lb blow						D/O:	1.000 *
Qty: 2.000	Crew: A1D*	Unit:	Day*			Total:	\$406.87	
Lab. Hr: 8.000	Mat.: \$14.52 *	Labor: \$363.20	Equip: \$29.15			Total:	\$406.87	
	16.000	\$29.04	\$726.40	\$58.30			\$813.74	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Compactor for bedding material & native soil 3 days - 1 day for sewer line

Line #: 01543 320 1300 M	Rent vibratory plate compactor gas 18" plate 3000 lb blow						D/O:	1.000 *
Qty: 1.000	Crew: A1D*	Unit:	Day*			Total:	\$406.87	
Lab. Hr: 8.000	Mat.: \$14.52 *	Labor: \$363.20	Equip: \$29.15			Total:	\$406.87	
	8.000	\$14.52	\$363.20	\$29.15			\$406.87	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Compact subgrade edges where roller misses for future modular building pad

Line #: 01543 320 1300 M	Rent vibratory plate compactor gas 18" plate 3000 lb blow						D/O:	1.000 *
Qty: 1.500	Crew: A1D*	Unit:	Day*			Total:	\$406.87	
Lab. Hr: 8.000	Mat.: \$14.52 *	Labor: \$363.20	Equip: \$29.15			Total:	\$406.87	
	12.000	\$21.78	\$544.80	\$43.73			\$610.31	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Compact subgrade edges where roller misses for modular building & shower trailer building pads

Line #: 01543 320 1350 M	Rent vibratory plate compactor 21" plate 5000 lb blow						D/O:	1.000 *
Qty: 2.000	Crew: B18*	Unit:	Day*			Total:	\$1,171.55	
Lab. Hr: 24.000 *	Mat.: \$17.60 *	Labor: \$1,116.00	Equip: \$37.95			Total:	\$1,171.55	
	48.000	\$35.20	\$2,232.00	\$75.90			\$2,343.10	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Compact subgrade for sidewalk

Line #: 01543 320 3350 M	Rent, smooth drum vibratory roller, 75 H.P.						D/O:	1.000 *
Qty: 1.500	Crew: B10Y*	Unit:	Day*			Total:	\$1,246.70	
Lab. Hr: 12.000	Mat.: \$139.70 *	Labor: \$645.00	Equip: \$462.00			Total:	\$1,246.70	
	18.000	\$209.55	\$967.50	\$693.00			\$1,870.05	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Compact subgrade for modular building & shower trailer building pads

Line #: 01543 320 3350 M	Rent, smooth drum vibratory roller, 75 H.P.						D/O:	1.000 *
Qty: 1.000	Crew: B10Y*	Unit:	Day*			Total:	\$1,246.70	
Lab. Hr: 12.000	Mat.: \$139.70 *	Labor: \$645.00	Equip: \$462.00			Total:	\$1,246.70	
	12.000	\$139.70	\$645.00	\$462.00			\$1,246.70	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Compact subgrade for future modular building pad

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 01543 320 4610 M	Rent tractor loader wheel 4x4 1 - 1.25 CY 65 HP						D/O:	1.000 *
Qty:	1.000	Crew:	B10R*	Unit:	Day*			
Lab. Hr:	12.000	Mat.:	\$87.45 *	Labor:	\$645.00	Equip:	\$214.50	
	12.000		\$87.45		\$645.00		\$214.50	
							\$946.95	
							\$946.95	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Load excess dirt modular building & shower trailer building pads

Line #: 01543 320 4610 M	Rent tractor loader wheel 4x4 1 - 1.25 CY 65 HP						D/O:	1.000 *
Qty:	1.000	Crew:	B10R*	Unit:	Day*			
Lab. Hr:	12.000	Mat.:	\$87.45 *	Labor:	\$645.00	Equip:	\$214.50	
	12.000		\$87.45		\$645.00		\$214.50	
							\$946.95	
							\$946.95	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Load excess dirt future modular building pad

Line #: 01543 320 5250 M	Rent truck dump tandem 12 ton payload						D/O:	1.000 *
Qty:	1.000	Crew:	B34A*	Unit:	Day*			
Lab. Hr:	8.000	Mat.:	\$180.40 *	Labor:	\$369.20	Equip:	\$357.50	
	8.000		\$180.40		\$369.20		\$357.50	
							\$907.10	
							\$907.10	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Haul excess material from site for modular building & shower trailer building pads

Line #: 01543 320 5250 M	Rent truck dump tandem 12 ton payload						D/O:	1.000 *
Qty:	2.000	Crew:	B34A*	Unit:	Day*			
Lab. Hr:	8.000	Mat.:	\$180.40 *	Labor:	\$369.20	Equip:	\$357.50	
	16.000		\$360.80		\$738.40		\$715.00	
							\$1,814.20	
							\$1,814.20	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Truck & driver (Trhy) to deliver (haul in) sand and haul off - excwss material.

Line #: 01543 320 5250 M	Rent truck dump tandem 12 ton payload						D/O:	1.000 *
Qty:	1.000	Crew:	B34A*	Unit:	Day*			
Lab. Hr:	8.000	Mat.:	\$180.40 *	Labor:	\$369.20	Equip:	\$357.50	
	8.000		\$180.40		\$369.20		\$357.50	
							\$907.10	
							\$907.10	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Haul excess material from site for future modular building pad

Line #: 01543 320 5500 M	Rent truck flatbed 1axle 3 ton rating						D/O:	0.000
Qty:	2.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$133.10 *	Labor:	\$0.00	Equip:	\$100.65 *	
	0.000		\$266.20		\$0.00		\$201.30	
							\$467.50	
							\$467.50	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Delivery of wire mesh, forms to job site.

Line #:	01543 320 5500 M	Rent truck flatbed 1axle 3 ton rating						D/O:	1.000 *
Qty:	2.000	Crew:	TRLT*	Unit:	Day*				
Lab. Hr:	8.000	Mat.:	\$0.00	Labor:	\$360.00	Equip:	\$0.00	Total: \$360.00	
	16.000		\$0.00		\$720.00		\$0.00	\$720.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Driver (Trlt) for delivery of wire mesh.

Line #:	01543 340 0150 M	Rent aerial lift to 15'high 1000 lb cap scissor type						D/O:	0.000
Qty:	5.000	Crew:	*	Unit:	DAY*				
Lab. Hr:	0.000	Mat.:	\$20.68 *	Labor:	\$0.00	Equip:	\$53.35 *	Total: \$74.03	
	0.000		\$103.40		\$0.00		\$266.75	\$370.15	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Scissor lift for demo and reinstallation & installing new pipe & fitting for relocated modular & restroom trailer.

Line #:	01543 340 0150 M	Rent aerial lift to 15'high 1000 lb cap scissor type						D/O:	0.000
Qty:	5.000	Crew:	*	Unit:	Day*				
Lab. Hr:	0.000	Mat.:	\$20.68 *	Labor:	\$0.00	Equip:	\$53.35 *	Total: \$74.03	
	0.000		\$103.40		\$0.00		\$266.75	\$370.15	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Electrical work platform

Line #:	01543 340 2040 M	Rent forklift for brick 28ft 4000lb 4 wheel drive diesel						D/O:	0.000 *
Qty:	1.000	Crew:	*	Unit:	Day*				
Lab. Hr:	0.000	Mat.:	\$110.00 *	Labor:	\$0.00	Equip:	\$260.70 *	Total: \$370.70	
	0.000		\$110.00		\$0.00		\$260.70	\$370.70	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Used to unload wire mesh and stage material

Line #:	01543 340 2040 M	Rent forklift for brick 28ft 4000lb 4 wheel drive diesel						D/O:	1.000 *
Qty:	1.000	Crew:	EQLT*	Unit:	Day*				
Lab. Hr:	8.000	Mat.:	\$0.00	Labor:	\$445.20	Equip:	\$0.00	Total: \$445.20	
	8.000		\$0.00		\$445.20		\$0.00	\$445.20	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Operator (Eqlt) for forklift to unload wire mesh and stage material

Line #:	01543 340 4000 M	Rent paint sprayers complete 17 CFM						D/O:	0.000
Qty:	4.000	Crew:		Unit:	Days*				
Lab. Hr:	0.000	Mat.:	\$0.00	Labor:	\$0.00	Equip:	\$58.91	Total: \$58.91	
	0.000		\$0.00		\$0.00		\$235.62	\$235.62	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Paint sprayer rental

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Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #:	01543 340 6450 M	Rent toilet trailers minimum charge					D/O:	0.000
Qty:	45.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$1.94 *	Labor:	\$0.00	Equip:	\$41.25 *	
	0.000		\$87.12		\$0.00		\$1,856.25	
							\$43.19	
							\$1,943.37	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Toilet + Sink Rental.

Line #:	01543 340 6700 M	Rent trailer, platform, flush deck 3 axle, 50 ton					D/O:	0.000
Qty:	1.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$52.80 *	Labor:	\$0.00	Equip:	\$151.80 *	
	0.000		\$52.80		\$0.00		\$151.80	
							\$204.60	
							\$204.60	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Trailer used for moving 1/2 modular trailer (at one time, 2 trips each needed to move complete modular) from existing location to new location.

Line #:	01543 340 6700 M	Rent trailer, platform, flush deck 3 axle, 50 ton					D/O:	0.000
Qty:	1.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$52.80 *	Labor:	\$0.00	Equip:	\$151.80 *	
	0.000		\$52.80		\$0.00		\$151.80	
							\$204.60	
							\$204.60	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Trailer for material delivery

Line #:	01543 340 6950 M	Rent water truck, off highway, 6000 gallon capacity					D/O:	1.000 *
Qty:	1.000	Crew:	B45*	Unit:	Day*			
Lab. Hr:	16.000 *	Mat.:	\$434.50 *	Labor:	\$832.80	Equip:	\$588.50 *	
	16.000		\$434.50		\$832.80		\$588.50	
							\$1,855.80	
							\$1,855.80	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water for compaction for future modular building pad

Line #:	01543 340 6950 M	Rent water truck, off highway, 6000 gallon capacity					D/O:	1.000 *
Qty:	1.000	Crew:	B45*	Unit:	Day*			
Lab. Hr:	16.000 *	Mat.:	\$434.50 *	Labor:	\$832.80	Equip:	\$588.50 *	
	16.000		\$434.50		\$832.80		\$588.50	
							\$1,855.80	
							\$1,855.80	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water truck used during compaction

Line #:	01543 340 6950 M	Rent water truck, off highway, 6000 gallon capacity					D/O:	1.000 *
Qty:	1.500	Crew:	B45*	Unit:	Day*			
Lab. Hr:	16.000 *	Mat.:	\$434.50 *	Labor:	\$832.80	Equip:	\$588.50 *	
	24.000		\$651.75		\$1,249.20		\$882.75	
							\$2,783.70	
							\$2,783.70	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water for compaction for modular building & shower trailer building pads

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #:	01543 340 7020 M	Rent transit (builder's level) with tripod							D/O:	1.000 *
Qty:	2.000	Crew:	A6*	Unit:	Day*					
Lab. Hr:	16.000	Mat.:	\$0.75 *	Labor:	\$919.20	Equip:	\$64.35 *	Total:	\$984.30	
	32.000		\$1.50		\$1,838.40		\$128.70		\$1,968.60	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: For grade

Line #:	01543 340 7100 M	Rent truck pickup 3/4 ton 2 wheel drive							D/O:	0.000
Qty:	1.000	Crew:		Unit:	Day*					
Lab. Hr:	0.000	Mat.:	\$50.60 *	Labor:	\$0.00	Equip:	\$58.85 *	Total:	\$109.45	
	0.000		\$50.60		\$0.00		\$58.85		\$109.45	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Truck used for escorting modular trailer being relocated. Safety requirement

Line #:	01543 340 7100 M	Rent truck pickup 3/4 ton 2 wheel drive							D/O:	1.000 *
Qty:	1.000	Crew:	TRLT*	Unit:	Day*					
Lab. Hr:	8.000	Mat.:	\$0.00	Labor:	\$360.00	Equip:	\$0.00	Total:	\$360.00	
	8.000		\$0.00		\$360.00		\$0.00		\$360.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Driver (Trlt) for escorting modular trailer being relocated.

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight							D/O:	0.000
Qty:	1.000	Crew:		Unit:	Day*					
Lab. Hr:	0.000	Mat.:	\$77.55 *	Labor:	\$0.00	Equip:	\$113.30 *	Total:	\$190.85	
	0.000		\$77.55		\$0.00		\$113.30		\$190.85	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Modular trailer crew transportation with tools to the job site..

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight							D/O:	1.000 *
Qty:	2.000	Crew:	CLAB*	Unit:	Day*					
Lab. Hr:	8.000 *	Mat.:	\$0.00	Labor:	\$365.20	Equip:	\$0.00	Total:	\$365.20	
	16.000		\$0.00		\$730.40		\$0.00		\$730.40	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Material and tools F.O.B. jobsite-Labor Utility Work

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight							D/O:	0.000
Qty:	5.000	Crew:		Unit:	Day*					
Lab. Hr:	0.000	Mat.:	\$77.55 *	Labor:	\$0.00	Equip:	\$113.30 *	Total:	\$190.85	
	0.000		\$387.75		\$0.00		\$566.50		\$954.25	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Concrete crew transportation with tools to the job site..

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Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight					D/O:	0.000
Qty:	5.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$77.55 *	Labor:	\$0.00	Equip:	\$113.30 *	
	0.000		\$387.75		\$0.00		\$566.50	
							\$190.85	
							\$954.25	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Fire protection sprinkler crew transportation with tools to the job site..

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight					D/O:	0.000
Qty:	1.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$77.55 *	Labor:	\$0.00	Equip:	\$113.30 *	
	0.000		\$77.55		\$0.00		\$113.30	
							\$190.85	
							\$190.85	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Plumbing crew transportation with tools to the job site..

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight					D/O:	0.000
Qty:	13.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$77.55 *	Labor:	\$0.00	Equip:	\$113.30 *	
	0.000		\$1,008.15		\$0.00		\$1,472.90	
							\$2,481.05	
							\$2,481.05	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Materials and tools F.O.B. jobsite Utility Work

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight					D/O:	1.000 *
Qty:	2.000	Crew:	CLAB*	Unit:	Day*			
Lab. Hr:	8.000 *	Mat.:	\$0.00	Labor:	\$365.20	Equip:	\$0.00	
	16.000		\$0.00		\$730.40		\$0.00	
							\$365.20	
							\$730.40	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Material and tools F.O.B. jobsite-Labor Site Work

Line #:	01543 340 7290 M	Rent tool van, 24,000 lb gross vehicle weight					D/O:	0.000
Qty:	10.000	Crew:		Unit:	Day*			
Lab. Hr:	0.000	Mat.:	\$77.55 *	Labor:	\$0.00	Equip:	\$113.30 *	
	0.000		\$775.50		\$0.00		\$1,133.00	
							\$1,908.50	
							\$1,908.50	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Materials and tools F.O.B. jobsite Utility Work

Line #:	01543 340 7500 M	Rent truck tractor 6 x 2 drive, 40 ton, 240 HP					D/O:	1.000 *
Qty:	1.000	Crew:	TRHV*	Unit:	Day*			
Lab. Hr:	8.000	Mat.:	\$0.00	Labor:	\$370.00	Equip:	\$0.00	
	8.000		\$0.00		\$370.00		\$0.00	
							\$370.00	
							\$370.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Semi driver

Line #:	01543 340 7500 M	Rent truck tractor 6 x 2 drive, 40 ton, 240 HP						D/O:	0.000
Qty:	1.000	Crew:		Unit:	Day*				
Lab. Hr:	0.000	Mat.:	\$154.00 *	Labor:	\$0.00	Equip:	\$297.00 *	Total: \$451.00	
	0.000		\$154.00		\$0.00		\$297.00	\$451.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Semi for trailer used for material delivery

Line #:	01543 340 7500 M	Rent truck tractor 6 x 2 drive, 40 ton, 240 HP						D/O:	0.000
Qty:	1.000	Crew:		Unit:	Day*				
Lab. Hr:	0.000	Mat.:	\$154.00 *	Labor:	\$0.00	Equip:	\$297.00 *	Total: \$451.00	
	0.000		\$154.00		\$0.00		\$297.00	\$451.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Semi for trailer used for moving 1/2 modular trailer (at one time, 2 each trips needed to move complete modular) from existing location to new location.

Line #:	01543 340 7500 M	Rent truck tractor 6 x 2 drive, 40 ton, 240 HP						D/O:	1.000 *
Qty:	1.000	Crew:	TRHV*	Unit:	Day*				
Lab. Hr:	8.000	Mat.:	\$0.00	Labor:	\$370.00	Equip:	\$0.00	Total: \$370.00	
	8.000		\$0.00		\$370.00		\$0.00	\$370.00	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Semi driver for trailer used for moving 1/2 modular trailer (at one time, 2 each trips needed to move complete modular) from existing location to new location.

Line #:	01560 250 0200 M	Fencing, rented chain link, 6' high, to 1000' (up to 12 mo.)						D/O:	400.000
Qty:	700.000	Crew:	CLAB	Unit:	L.F.				
Lab. Hr:	0.040	Mat.:	\$3.33	Labor:	\$1.82	Equip:	\$0.00	Total: \$5.16	
	28.000		\$2,333.10		\$1,276.80		\$0.00	\$3,609.90	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Site safety isolation

Line #:	01590 400 7290 M	Rent tool van, 24,000 lb gross vehicle weight						D/O:	1.000 *
Qty:	1.000	Crew:	EQLT*	Unit:	Ea.				
Lab. Hr:	8.000	Mat.:	\$0.00	Labor:	\$445.20	Equip:	\$0.00	Total: \$445.20	
	8.000		\$0.00		\$445.20		\$0.00	\$445.20	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Materials/tools F.O.B jobsite-Painter labor

Line #:	01590 400 7290 M	Rent tool van, 24,000 lb gross vehicle weight						D/O:	0.000
Qty:	5.000	Crew:		Unit:	Ea.				
Lab. Hr:	0.000	Mat.:	\$0.00	Labor:	\$0.00	Equip:	\$145.64	Total: \$145.64	
	0.000		\$0.00		\$0.00		\$728.20	\$728.20	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Materials/tools F.O.B jobsite Painter

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 01590 400 7290 M	Rent tool van, 24,000 lb gross vehicle weight						D/O:	1.000 *
Qty: 2.000	Crew: EQLT*	Unit: Ea.						
Lab. Hr: 8.000	Mat.: \$0.00	Labor: \$445.20	Equip: \$0.00	Total: \$445.20				
16.000	\$0.00	\$890.40	\$0.00	\$890.40				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Materials/tools F.O.B jobsite-Operator

Line #: 01590 400 7290 M	Rent tool van, 24,000 lb gross vehicle weight						D/O:	0.000
Qty: 5.000	Crew:	Unit: Ea.						
Lab. Hr: 0.000	Mat.: \$0.00	Labor: \$0.00	Equip: \$145.64	Total: \$145.64				
0.000	\$0.00	\$0.00	\$728.20	\$728.20				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Materials/tools F.O.B jobsite

Line #: 01590 400 7290 M	Rent tool van, 24,000 lb gross vehicle weight						D/O:	0.000
Qty: 5.000	Crew:	Unit: Day*						
Lab. Hr: 0.000	Mat.: \$77.55 *	Labor: \$0.00	Equip: \$113.30 *	Total: \$190.85				
0.000	\$387.75	\$0.00	\$566.50	\$954.25				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Materials and tools F.O.B. jobsite Electrician

Line #: 01590 400 7290 M	Rent tool van, 24,000 lb gross vehicle weight						D/O:	1.000 *
Qty: 1.000	Crew: EQLT*	Unit: Day*						
Lab. Hr: 8.000	Mat.: \$0.00	Labor: \$445.20	Equip: \$0.00	Total: \$445.20				
8.000	\$0.00	\$445.20	\$0.00	\$445.20				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Material and tools F.O.B. jobsite-Labor Electrician

Line #: 01740 500 0052 M	Cleanup of floor area, continuous, per day, during const.						D/O:	16.000
Qty: 6.500	Crew: A5	Unit: M.S.F.						
Lab. Hr: 1.125	Mat.: \$1.87	Labor: \$51.02	Equip: \$2.21	Total: \$55.10				
7.313	\$12.16	\$331.62	\$14.37	\$358.15				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Construction cleanup

Line #: 01740 500 0052 M	Cleanup of floor area, continuous, per day, during const.						D/O:	16.000
Qty: 16.000	Crew: A5	Unit: M.S.F.						
Lab. Hr: 1.125	Mat.: \$1.87	Labor: \$51.02	Equip: \$2.21	Total: \$55.10				
18.000	\$29.92	\$816.30	\$35.38	\$881.60				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Construction cleanup by painter 3.2 msf X 5 Days

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #:	01740 500 0052 M	Cleanup of floor area, continuous, per day, during const.					
Qty:	3.000	Crew:	A5	Unit:	M.S.F.	D/O:	16.000
Lab. Hr:	1.125	Mat.:	\$1.87	Labor:	\$51.02	Equip:	\$2.21
	3.375		\$5.61		\$153.06		\$6.63
							\$55.10
							\$165.30

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Electrical clean up

Line #:	01740 500 0100 M	Cleanup, floor area, final, by GC					
Qty:	10.000	Crew:	A5	Unit:	M.S.F.	D/O:	11.500
Lab. Hr:	1.565	Mat.:	\$2.98	Labor:	\$70.98	Equip:	\$3.08
	15.650		\$29.81		\$709.82		\$30.80
							\$77.04
							\$770.43

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: GC clean up of job site

Line #:	01740 500 0100 M	Cleanup, floor area, final, by GC					
Qty:	3.200	Crew:	A5	Unit:	M.S.F.	D/O:	11.500
Lab. Hr:	1.565	Mat.:	\$2.98	Labor:	\$70.98	Equip:	\$3.08
	5.008		\$9.54		\$227.14		\$9.86
							\$246.54

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	01740 500 0100 M	Cleanup, floor area, final, by GC					
Qty:	3.250	Crew:	A5	Unit:	M.S.F.	D/O:	11.500
Lab. Hr:	1.565	Mat.:	\$2.98	Labor:	\$70.98	Equip:	\$3.08
	5.086		\$9.69		\$230.69		\$10.01
							\$250.39

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	01832 350 3040 M	Mechanical maint., valve overhaul; cold water, gas, regulator					
Qty:	8.000	Crew:	STPI*	Unit:	HR*	D/O:	8.000 *
Lab. Hr:	2.000	Mat.:	\$0.00	Labor:	\$133.80	Equip:	\$0.00
	16.000		\$0.00		\$1,070.40		\$0.00
							\$1,070.40

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: PRICED FOR DRAIN DOWN AND RECHARGE RELOCATION OF EXISTING SYSTEM / 2 MEN 4 HOURS X 2 OCCASSIONS

Line #:	01832 360 2500 M	Electrical maintenance, remove/replace maint, road fixture & lamp					
Qty:	7.000	Crew:	ELEC	Unit:	Ea.	D/O:	3.000
Lab. Hr:	2.667	Mat.:	\$852.50	Labor:	\$173.34	Equip:	\$0.00
	18.669		\$5,967.50		\$1,213.35		\$0.00
							\$7,180.85

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Priced to make safe from moving damage to facilitate the relocation of modular classroom for the existing conduit, junction boxes, panels, lights, and conductors

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

General Requirements

Labor Hrs: 738.010

Mat.: \$18,842.00

Labor: \$40,690.81

Equip: \$22,598.20

Division Total:

\$82,131.00

Division: 02000000

Site Construction

Line #: 02220 330 0100 M	Dump charges, typical urban city, fees only, bldg constr materials						D/O:	0.000
Qty:	26.000	Crew:		Unit:	Ton			
Lab. Hr:	0.000	Mat.:	\$69.85 *	Labor:	\$0.00	Equip:	\$0.00	
	0.000		\$1,816.10		\$0.00		\$0.00	
							\$1,816.10	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Dump fees

Line #: 02220 350 0725 M	Rubbish handling, dumpster, 20 C.Y. cap., (8 Tons), rent/week, 1 dump/						D/O:	0.000
Qty:	2.000	Crew:		Unit:	Week			
Lab. Hr:	0.000	Mat.:	\$462.00	Labor:	\$0.00	Equip:	\$0.00	
	0.000		\$924.00		\$0.00		\$0.00	
							\$924.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Dumpster one at each location

Line #: 02220 350 2040 M	Rubbish handling, load, haul and dump, 100' haul						D/O:	16.500
Qty:	60.000	Crew:	CLAB	Unit:	C.Y.			
Lab. Hr:	0.970	Mat.:	\$0.00	Labor:	\$44.22	Equip:	\$0.00	
	58.200		\$0.00		\$2,653.09		\$0.00	
							\$2,653.09	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Load debris to dumpster.

Line #: 02250 500 0020 M	Shoring, existing building, with timber, no salvage allowance						D/O:	2.200
Qty:	2.000	Crew:	B51	Unit:	M.B.F.			
Lab. Hr:	21.818	Mat.:	\$880.00	Labor:	\$1,000.36	Equip:	\$64.35	
	43.636		\$1,760.00		\$2,000.73		\$128.70	
							\$3,889.43	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Priced to set the restroom trailer at a common elevation to the modular building.

Line #: 02250 500 1090 M	Shoring, minimum labor/equipment charge						D/O:	2.000
Qty:	1.000	Crew:	B51	Unit:	Ea.			
Lab. Hr:	24.000	Mat.:	\$0.00	Labor:	\$1,100.40	Equip:	\$70.95	
	24.000		\$0.00		\$1,100.40		\$70.95	
							\$1,171.35	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Min charge for trailer set

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 02260 200 5200 M	Soldier beams & lag, wood sheeting, in trench, jacks at 4' OC, 8' D					D/O: 800.000
Qty: 880.000	Crew: B1	Unit: S.F.			Total: \$2.08	
Lab. Hr: 0.030	Mat.: \$0.68	Labor: \$1.40	Equip: \$0.00			
26.400	\$600.16	\$1,227.60	\$0.00	\$1,827.76		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Utility shoring for water, sewer, & electric trench (440 lf X 2 sides = 880 sf).

Line #: 02305 250 0020 M	Mobil or demob, dzt, ldr, backhoe, excv, grdr, pvr, roller, 70 to 150					D/O: 4.000
Qty: 4.000	Crew: B34N	Unit: Ea.			Total: \$215.50	
Lab. Hr: 2.000	Mat.: \$0.00	Labor: \$92.30	Equip: \$123.20			
8.000	\$0.00	\$369.20	\$492.80	\$862.00		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water truck, backhoe, compactor, and dump truck. Mobilization for excavation .

Line #: 02305 250 0020 M	Mobil or demob, dzt, ldr, backhoe, excv, grdr, pvr, roller, 70 to 150					D/O: 4.000
Qty: 4.000	Crew: B34N	Unit: Ea.			Total: \$215.50	
Lab. Hr: 2.000	Mat.: \$0.00	Labor: \$92.30	Equip: \$123.20			
8.000	\$0.00	\$369.20	\$492.80	\$862.00		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water truck, backhoe, compactor, and dump truck. Demobilization for excavation .

Line #: 02305 250 0020 M	Mobil or demob, dzt, ldr, backhoe, excv, grdr, pvr, roller, 70 to 150					D/O: 4.000
Qty: 5.000	Crew: B34N	Unit: Ea.			Total: \$215.50	
Lab. Hr: 2.000	Mat.: \$0.00	Labor: \$92.30	Equip: \$123.20			
10.000	\$0.00	\$461.50	\$616.00	\$1,077.50		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water truck, backhoe, loader, compactor, and dump truck. Demobilization for excavation .

Line #: 02305 250 0020 M	Mobil or demob, dzt, ldr, backhoe, excv, grdr, pvr, roller, 70 to 150					D/O: 4.000
Qty: 5.000	Crew: B34N	Unit: Ea.			Total: \$215.50	
Lab. Hr: 2.000	Mat.: \$0.00	Labor: \$92.30	Equip: \$123.20			
10.000	\$0.00	\$461.50	\$616.00	\$1,077.50		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water truck, backhoe, loader, compactor, and dump truck. Mobilization for excavation .

Line #: 02305 250 1100 M	Mob/demob, small equip, placed in rear of, or towed by pickup					D/O: 8.000
Qty: 2.000	Crew: A3A	Unit: Ea.			Total: \$56.62	
Lab. Hr: 1.000	Mat.: \$0.00	Labor: \$44.90	Equip: \$11.72			
2.000	\$0.00	\$89.80	\$23.43	\$113.23		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Paint sprayer in and out

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 02310 100 1050 M	Fine grade, fine grade, for small irregular areas						D/O: 2,000.000
Qty: 254.000	Crew: B32C	Unit: S.Y.					
Lab. Hr: 0.024	Mat.: \$0.00	Labor: \$1.25	Equip: \$0.87	Total: \$2.12			
6.096	\$0.00	\$318.52	\$220.73	\$539.24			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Grade for modular building & shower trailer building pads

Line #: 02310 100 1050 M	Fine grade, fine grade, for small irregular areas						D/O: 2,000.000
Qty: 200.000	Crew: B32C	Unit: S.Y.					
Lab. Hr: 0.024	Mat.: \$0.00	Labor: \$1.25	Equip: \$0.87	Total: \$2.12			
4.800	\$0.00	\$250.80	\$173.80	\$424.60			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Grade for future modular building pad

Line #: 02310 100 1150 M	Fine grade, for slab on grade, hand grading						D/O: 705.882
Qty: 200.000	Crew: B18	Unit: S.Y.					
Lab. Hr: 0.034 *	Mat.: \$0.00	Labor: \$1.58	Equip: \$0.06	Total: \$1.64			
6.800	\$0.00	\$316.20	\$11.00	\$327.20			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: fine grade for slab

Line #: 02310 100 9000 M	Fine grading, minimum labor/equipment charge, hand grading						D/O: 2.000
Qty: 1.000	Crew: CLAB	Unit: Job					
Lab. Hr: 4.000	Mat.: \$0.00	Labor: \$182.60	Equip: \$0.00	Total: \$182.60			
4.000	\$0.00	\$182.60	\$0.00	\$182.60			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor only charge for hand grading

Line #: 02315 110 0100 M	Backfill, by hand, no compaction, heavy soil						D/O: 8.000 *
Qty: 2.670	Crew: Q1*	Unit: HR*					
Lab. Hr: 2.000	Mat.: \$0.00	Labor: \$119.50	Equip: \$0.00	Total: \$119.50			
5.340	\$0.00	\$319.07	\$0.00	\$319.07			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Backfill trench by hand (labor only) (4 cy @ 1.5 cy per hr = 2.67 HRS)

Line #: 02315 210 0200 M	Borrow, loaded at pit, no haul incl. material only, dead or bank run s						D/O: 0.000
Qty: 49.000	Crew:	Unit: Ton					
Lab. Hr: 0.000	Mat.: \$6.71	Labor: \$0.00	Equip: \$0.00	Total: \$6.71			
0.000	\$328.79	\$0.00	\$0.00	\$328.79			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Material only sand bedding loaded at pit (33 YDs x 1.5 Tons per CY)

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #:	02315 490 1800 M	Hauling, spotter at fill or cut, IF required						D/O:	8.000
Qty:	16.000	Crew:	CLAB	Unit:	Hr.				
Lab. Hr:	1.000	Mat.:	\$0.00	Labor:	\$45.65	Equip:	\$0.00	Total: \$45.65	
	16.000		\$0.00		\$730.40		\$0.00	\$730.40	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Spotter to verify trench grade excavation, verify trench grade fill, and verify finish grade

Line #:	02315 610 1500 M	Excavate trench, by hand with pick & shovel 2' to 6' deep, heavy soil						D/O:	8.000 *
Qty:	5.000	Crew:	Q1*	Unit:	HR*				
Lab. Hr:	2.000	Mat.:	\$0.00	Labor:	\$119.50	Equip:	\$0.00	Total: \$119.50	
	10.000		\$0.00		\$597.50		\$0.00	\$597.50	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Excavate trench by hand (labor only) (4 cy @ 3/4 hr per cy = 5 HRS)

Line #:	02315 610 9000 M	Excavate trench, minimum labor/equipment charge						D/O:	4.000
Qty:	1.000	Crew:	CLAB	Unit:	Job				
Lab. Hr:	2.000	Mat.:	\$0.00	Labor:	\$91.30	Equip:	\$0.00	Total: \$91.30	
	2.000		\$0.00		\$91.30		\$0.00	\$91.30	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor charge for hand excavation

Line #:	02510 710 8800 M	Distribution connection, curb box, 6' long						D/O:	20.000
Qty:	1.000	Crew:	B20	Unit:	Ea.				
Lab. Hr:	1.200	Mat.:	\$154.00	Labor:	\$61.50	Equip:	\$0.00	Total: \$215.50	
	1.200		\$154.00		\$61.50		\$0.00	\$215.50	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Curb box at water service connection

Line #:	02510 740 1160 M	Piping, piping, 160 p.s.i., 2" diameter						D/O:	365.000
Qty:	175.000	Crew:	B20	Unit:	L.F.				
Lab. Hr:	0.066	Mat.:	\$1.71	Labor:	\$3.37	Equip:	\$0.00	Total: \$5.08	
	11.550		\$298.38		\$590.14		\$0.00	\$888.51	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Water line piping

Line #:	02510 750 8006 M	Piping, fittings, bends or elbows, 4" diameter						D/O:	100.000
Qty:	2.000	Crew:	B20	Unit:	Ea.				
Lab. Hr:	0.240	Mat.:	\$56.10	Labor:	\$12.30	Equip:	\$0.00	Total: \$68.40	
	0.480		\$112.20		\$24.60		\$0.00	\$136.80	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Best fit for 2" water line PVC 90 deg. elbows

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 02510 750 8100 M	Piping, fittings, wye or tee, 4" diameter					D/O:	90.000
Qty: 2.000	Crew: B20	Unit: Ea.			Total:	\$91.22	
Lab. Hr: 0.267	Mat.: \$77.55	Labor: \$13.67	Equip: \$0.00			\$182.44	
0.534	\$155.10	\$27.34	\$0.00				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Bes: fit for 2" water line PVC tee

Line #: 02510 750 8200 M	PVC Class 150, DR 18, 45<bend, 4" diameter					D/O:	100.000
Qty: 2.000	Crew: B20	Unit: Ea.			Total:	\$67.85	
Lab. Hr: 0.240	Mat.: \$55.55	Labor: \$12.30	Equip: \$0.00			\$135.70	
0.480	\$111.10	\$24.60	\$0.00				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Bes: fit for 2" water line PVC 45 deg. elbows

Line #: 02510 750 8600 M	PVC class 150, dr 18, plug end 4"					D/O:	100.000
Qty: 1.000	Crew: B20	Unit: Ea.			Total:	\$42.55	
Lab. Hr: 0.240	Mat.: \$30.25	Labor: \$12.30	Equip: \$0.00			\$42.55	
0.240	\$30.25	\$12.30	\$0.00				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Best fit for 2" water line PVC plug

Line #: 02530 780 4000 M	Piping, DWV PVC, no excav/backfill, 10' long, Sch 40, 4" dia					D/O:	375.000
Qty: 0.000	Crew: B20	Unit: L.F.			Total:	\$5.54	
Lab. Hr: 0.064	Mat.: \$2.26	Labor: \$3.28	Equip: \$0.00			\$0.00	
0.000	\$0.00	\$0.00	\$0.00				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Sewer line piping deleted

Line #: 02580 410 1070 M	Conduit, direct burial, PVC sched 40, w/coupling, 4" dia					D/O:	160.000
Qty: 175.000	Crew: ELEC	Unit: L.F.			Total:	\$11.14	
Lab. Hr: 0.100	Mat.: \$4.64	Labor: \$6.50	Equip: \$0.00			\$1,949.85	
17.500	\$812.35	\$1,137.50	\$0.00				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: PVC conduit piping electrical

Line #: 02580 410 1170 M	Conduit, direct burial, PVC elbow sched 40, 4" dia					D/O:	9.000
Qty: 2.000	Crew: ELEC	Unit: Ea.			Total:	\$101.78	
Lab. Hr: 0.889	Mat.: \$44.00	Labor: \$57.78	Equip: \$0.00			\$203.56	
1.778	\$88.00	\$115.56	\$0.00				

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 4" conduit PVC 90 deg. elbows

Line #: 02580 410 1270 M	Conduit, direct burial, PVC adapter sched 40, 4" dia						D/O:	14.000
Qty: 1.000	Crew: ELEC	Unit: Ea.				Total:	\$50.12	
Lab. Hr: 0.571	Mat.: \$12.98	Labor: \$37.14	Equip: \$0.00			Total:	\$50.12	
	0.571	\$12.98	\$37.14	\$0.00			\$50.12	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: 4" conduit PVC 90 deg. elbows

Line #: 02580 420 0380 M	Elec & tel sitewk, underground marking tape, 6" wide						D/O:	2,530.000
Qty: 340.000	Crew: R19	Unit: L.F.				Total:	\$0.85	
Lab. Hr: 0.008	Mat.: \$0.34	Labor: \$0.51	Equip: \$0.00			Total:	\$290.12	
	2.720	\$115.94	\$174.18	\$0.00			\$290.12	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Marking tape for PVC water line, sewer line and electric conduit less 100' for sewer

Line #: 02580 420 0600 M	Elec&tel sitewk, hand holes, prcst conc, W/conc cov, 2' x 2' x 3' D						D/O:	2.400
Qty: 1.000	Crew: R3	Unit: Ea.				Total:	\$898.81	
Lab. Hr: 8.333	Mat.: \$294.80	Labor: \$534.16	Equip: \$69.85			Total:	\$898.81	
	8.333	\$294.80	\$534.16	\$69.85			\$898.81	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Electric conduit hand hole box

Site Construction			Labor Hrs:	290.658
Mat.: \$7,614.15	Labor: \$14,278.42	Equip: \$2,916.06	Division Total:	\$24,808.62

Division: 03000000 Concrete

Line #: 03110 445 3000 M	Forms in place, SOG, edge forms, to 6" high, wood, 4 use						D/O:	8.000 *
Qty: 2.000	Crew: C1	Unit: HR*				Total:	\$222.20	
Lab. Hr: 4.000	Mat.: \$0.00 *	Labor: \$222.20	Equip: \$0.00			Total:	\$444.40	
	8.000	\$0.00	\$444.40	\$0.00			\$444.40	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Labor only to remove forms for concrete slab (120 lf per hr = 2 HR)

Line #: 03110 445 3000 M	Forms in place, SOG, edge forms, to 6" high, wood, 4 use						D/O:	8.000 *
Qty: 3.000	Crew: C1	Unit: HR*				Total:	\$222.20	
Lab. Hr: 4.000	Mat.: \$0.00 *	Labor: \$222.20	Equip: \$0.00			Total:	\$666.60	
	12.000	\$0.00	\$666.60	\$0.00			\$666.60	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Labor only to install forms for concrete slab (80 lf per hr = 3 HR)

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 03110 445 3000 M	Forms in place, SOG, edge forms, to 6" high, wood, 4 use							D/O:	0.000
Qty: 240.000	Crew:		Unit: L.F.				Total:	\$0.32	
Lab. Hr: 0.000	Mat.:	\$0.32	Labor:	\$0.00	Equip:	\$0.00	Total:	\$0.32	
		0.000		\$76.56		\$0.00		\$76.56	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Forms for concrete slab (material only)

Line #: 03110 445 9000 M	Forms in place, slab on grade, min labor/equip charge							D/O:	2.000
Qty: 1.000	Crew: CARP		Unit: Job				Total:	\$235.00	
Lab. Hr: 4.000	Mat.:	\$0.00	Labor:	\$235.00	Equip:	\$0.00	Total:	\$235.00	
		4.000		\$235.00		\$0.00		\$235.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor charge for form work

Line #: 03150 250 3750 M	Expansion joint, polyurethane foam, regular, closed cell, 1/2" x 6"							D/O:	375.000
Qty: 120.000	Crew: CARP		Unit: L.F.				Total:	\$1.93	
Lab. Hr: 0.021	Mat.:	\$0.68	Labor:	\$1.25	Equip:	\$0.00	Total:	\$1.93	
		2.520		\$150.16		\$0.00		\$232.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Expansion joint for slab on grade for classroom trailer.

Line #: 03210 100 1200 M	Accessories, high chairs, individual, no plates (1 HC), to 3" high, pl							D/O:	0.000
Qty: 6.250	Crew:		Unit: C				Total:	\$85.25	
Lab. Hr: 0.000	Mat.:	\$85.25	Labor:	\$0.00	Equip:	\$0.00	Total:	\$85.25	
		0.000		\$0.00		\$0.00		\$532.81	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Chair to hold wire mesh off subgrade (material only)

Line #: 03210 100 1200 M	Accessories, high chairs, individual, no plates (1 HC), to 3" high, pl							D/O:	8.000 *
Qty: 8.000	Crew: RODM*		Unit: HR*				Total:	\$136.20	
Lab. Hr: 2.000	Mat.:	\$0.00 *	Labor:	\$136.20	Equip:	\$0.00	Total:	\$136.20	
		16.000		\$1,089.60		\$0.00		\$1,089.60	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Chair to hold wire mesh off subgrade (labor only) (625 each chairs @ 75 per hr = 8 HRS)

Line #: 03210 100 4500 M	Accessories, tie wire, 16 ga annealed steel, under 500 lbs.							D/O:	0.000
Qty: 2.000	Crew:		Unit: Cwt.				Total:	\$158.40	
Lab. Hr: 0.000	Mat.:	\$158.40	Labor:	\$0.00	Equip:	\$0.00	Total:	\$158.40	
		0.000		\$0.00		\$0.00		\$316.80	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Tie wire for wire mesh

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 03220 200 0100 M	Welded wire fabric, sheets, 6 x 6 - W1.4 x W1.4 (10 x 10), 21 lb/CSF						
Qty:	25.000	Crew:	RODM	Unit:	C.S.F.	D/O:	35.000
Lab. Hr:	0.457	Mat.:	\$13.20	Labor:	\$31.13	Equip:	\$0.00
	11.425		\$330.00		\$778.21		\$0.00
							\$1,108.21

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Wire mesh for concrete slab for classroom trailer.

Line #: 03220 200 9000 M	Welded wire fabric, min labor/equip charge						
Qty:	1.000	Crew:	RODM	Unit:	Job	D/O:	4.000
Lab. Hr:	2.000	Mat.:	\$0.00	Labor:	\$136.30	Equip:	\$0.00
	2.000		\$0.00		\$136.30		\$0.00
							\$136.30

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Min labor for wire mesh

Line #: 03310 220 0150 M	Concrete, ready mix, regular weight, 3000 psi						
Qty:	25.000	Crew:		Unit:	C.Y.	D/O:	0.000
Lab. Hr:	0.000	Mat.:	\$95.70	Labor:	\$0.00	Equip:	\$0.00
	0.000		\$2,392.50		\$0.00		\$0.00
							\$2,392.50

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Concrete material only for slab on grade for classroom trailer

Line #: 03310 240 3800 M	Concrete in place, footings, spread under 1 C.Y.						
Qty:	1.000	Crew:	C14C	Unit:	C.Y.	D/O:	38.070
Lab. Hr:	2.942	Mat.:	\$192.50	Labor:	\$165.33	Equip:	\$0.62
	2.942		\$192.50		\$165.33		\$0.62
							\$358.45

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Footings for meter stand

Line #: 03310 700 4300 M	Placing conc, incl vib, slab on grade, 4" thick, direct chute						
Qty:	25.000	Crew:	C6	Unit:	C.Y.	D/O:	110.000
Lab. Hr:	0.436	Mat.:	\$0.00	Labor:	\$20.69	Equip:	\$0.43
	10.900		\$0.00		\$517.13		\$10.73
							\$527.86

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Placing slab on grade concrete for classroom trailer

Line #: 03310 700 9000 M	Placing concrete, minimum labor/equipment charge						
Qty:	1.000	Crew:	C6	Unit:	Job	D/O:	2.000
Lab. Hr:	24.000	Mat.:	\$0.00	Labor:	\$1,137.60	Equip:	\$23.65
	24.000		\$0.00		\$1,137.60		\$23.65
							\$1,161.25

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor/equip charge for placing concrete

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #: 03350 300 0150 M	Finishing floors, monolithic, screed, float & broom finish						
Qty: 1,800.000	Crew: CEFI	Unit: S.F.	D/O: 630.000				
Lab. Hr: 0.013	Mat.: \$0.00	Labor: \$0.69	Equip: \$0.00	Total: \$0.69			
23.400	\$0.00	\$1,243.44	\$0.00	\$1,243.44			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Broom finish slab on grade for classroom trailer

Line #: 03350 300 9100 M	Finishing floors, min. labor/equip. charge						
Qty: 1.000	Crew: C10	Unit: Job	D/O: 2.000				
Lab. Hr: 12.000	Mat.: \$0.00	Labor: \$615.00	Equip: \$0.00	Total: \$615.00			
12.000	\$0.00	\$615.00	\$0.00	\$615.00			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor charge for finishing concrete

Line #: 03350 325 0160 M	Control joint, concrete floor slab, sawcut in green concrete, 2" depth						
Qty: 240.000	Crew: C27	Unit: L.F.	D/O: 1,600.000				
Lab. Hr: 0.010	Mat.: \$0.19	Labor: \$0.54	Equip: \$0.08	Total: \$0.81			
2.400	\$44.88	\$130.08	\$18.48	\$193.44			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Saw cut control joints in slab on grade concrete for classroom trailer

Line #: 03390 200 0300 M	Curing, sprayed membrane curing compound						
Qty: 18.000	Crew: CLAB	Unit: C.S.F.	D/O: 95.000				
Lab. Hr: 0.168	Mat.: \$6.11	Labor: \$7.68	Equip: \$0.00	Total: \$13.78			
3.024	\$109.89	\$138.22	\$0.00	\$248.11			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: cure floor slab

Concrete	Labor Hrs: 134.611
Mat.: \$4,077.78	Division Total: \$11,578.33
Labor: \$7,447.08	
Equip: \$53.47	

Division: 05000000 Metals

Line #: 05090 300 1450 M	Chemical anchor, w/rod & epoxy cartridge, 1.75" dia x 18"						
Qty: 12.000	Crew: B89A	Unit: Ea.	D/O: 17.000				
Lab. Hr: 0.941	Mat.: \$117.70	Labor: \$49.46	Equip: \$7.48	Total: \$174.64			
11.292	\$1,412.40	\$593.52	\$89.76	\$2,095.68			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Used to anchor modular trailer after being relocated

Metals	Labor Hrs: 11.292
Mat.: \$1,412.40	Division Total: \$2,095.68
Labor: \$593.52	
Equip: \$89.76	

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Division: 06000000**Wood & Plastics**

Line #: 06110 535 0020 M	Framing light avg for all framing					
Qty: 1.000	Crew: CARP	Unit: M.B.F.	D/O: 1.050			
Lab. Hr: 15.238	Mat.: \$742.50	Labor: \$896.00	Equip: \$0.00	Total: \$1,638.50		
15.238	\$742.50	\$896.00	\$0.00	\$1,638.50		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Priced for construction of wooded skirt around the restroom trailer

Wood & Plastics

Labor Hrs: 15.238

Mat.: \$742.50	Labor: \$896.00	Equip: \$0.00	Division Total: \$1,638.50
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Division: 07000000**Thermal & Moisture Protection**

Line #: 07920 800 0600 M	Caulking & sealants, acrylic latex caulk, white, 1/2"x1/2"					
Qty: 95.000	Crew: BRIC	Unit: L.F.	D/O: 250.000			
Lab. Hr: 0.032	Mat.: \$0.34	Labor: \$1.90	Equip: \$0.00	Total: \$2.24		
3.040	\$32.40	\$180.58	\$0.00	\$212.97		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Caulk building connections and as needed

Line #: 07920 800 0600 M	Caulking & sealants, acrylic latex caulk, white, 1/2"x1/2"					
Qty: 195.000	Crew: BRIC	Unit: L.F.	D/O: 250.000			
Lab. Hr: 0.032	Mat.: \$0.34	Labor: \$1.90	Equip: \$0.00	Total: \$2.24		
6.240	\$66.50	\$370.66	\$0.00	\$437.15		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #: 07920 800 9000 M	Caulking and sealants, minimum labor/equipment charge					
Qty: 1.000	Crew: BRIC	Unit: Job	D/O: 4.000			
Lab. Hr: 2.000	Mat.: \$0.00	Labor: \$118.80	Equip: \$0.00	Total: \$118.80		
2.000	\$0.00	\$118.80	\$0.00	\$118.80		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Min Charge for caulking

Thermal & Moisture Protection

Labor Hrs: 11.280

Mat.: \$98.89	Labor: \$670.03	Equip: \$0.00	Division Total: \$768.92
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Division: 09000000**Finishes**

Line #: 09910 300 0190 M	Doors, flush, bth sides, incl. frame &tr, roll &br, ext. latx, primer						
Qty: 2.000	Crew: PORD	Unit: Ea.	D/O: 5.000				
Lab. Hr: 1.600	Mat.: \$14.14	Labor: \$81.04	Equip: \$0.00	Total: \$95.18			
3.200	\$28.27	\$162.08	\$0.00	\$190.35			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Exterior doors

Line #: 09910 300 0440 M	Windows, /ext side, based on 15 S.F. 1 to 6 lit, brshwrk, ext latx pri						
Qty: 8.000	Crew: PORD	Unit: Ea.	D/O: 8.000				
Lab. Hr: 1.000	Mat.: \$1.83	Labor: \$50.65	Equip: \$0.00	Total: \$52.48			
8.000	\$14.61	\$405.20	\$0.00	\$419.81			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Paint window frames

Line #: 09910 630 7650 M	Misc pntng,trim,wd,incl puttying,over 6" W,oil paint,3 coat,brushwork						
Qty: 149.000	Crew: PORD	Unit: L.F.	D/O: 325.000				
Lab. Hr: 0.025	Mat.: \$0.17	Labor: \$1.25	Equip: \$0.00	Total: \$1.41			
3.725	\$24.59	\$185.64	\$0.00	\$210.22			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: trailer trim

Line #: 09910 700 1600 M	Siding, stucco, rough, oil base, paint 2 coats, spray						
Qty: 2,430.000	Crew: PORD	Unit: S.F.	D/O: 2,925.000				
Lab. Hr: 0.005	Mat.: \$0.13	Labor: \$0.28	Equip: \$0.00	Total: \$0.41			
12.150	\$320.76	\$676.03	\$0.00	\$996.79			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 1620 sf + 50% for primer coat, three coats total

Line #: 09910 710 0420 M	SIDING Rough wood spray, exterior latex, primer & 2 coats						
Qty: 936.000	Crew: PORD	Unit: S.F.	D/O: 2,080.000				
Lab. Hr: 0.008	Mat.: \$0.30	Labor: \$0.39	Equip: \$0.00	Total: \$0.69			
7.488	\$277.99	\$364.67	\$0.00	\$642.66			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Paint restroom trailer

Line #: 09910 800 0180 M	Fascia, latex paint, one coat coverage 1" x 12", brushwork						
Qty: 540.000	Crew: PORD	Unit: L.F.	D/O: 640.000				
Lab. Hr: 0.013	Mat.: \$0.07	Labor: \$0.63	Equip: \$0.00	Total: \$0.70			
7.020	\$35.64	\$341.87	\$0.00	\$377.51			

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Paint fascia on Modular X one primer and two paint coats

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #:	09990 800 0520 M	Surface protection, placement and removal, masking with paper						D/O:	800.000
Qty:	234.000	Crew:	PORD	Unit:	S.F.				
Lab. Hr:	0.010	Mat.:	\$0.03	Labor:	\$0.51	Equip:	\$0.00	Total: \$0.54	
	2.340		\$7.72		\$118.52		\$0.00	\$126.24	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Mask doors and items on walls

Finishes						Labor Hrs:	43.923
Mat.:	\$709.58	Labor:	\$2,254.01	Equip:	\$0.00	Division Total:	\$2,963.58

Division: 1300000 Special Construction

Line #:	13128 200 0300 M	Comfort sta,prefab,W/dr,wdw&fixt,NO int fin/elec,mobile,on st FR,min						D/O:	0.000
Qty:	260.000	Crew:		Unit:	S.F.				
Lab. Hr:	0.000	Mat.:	\$40.15	Labor:	\$0.00	Equip:	\$0.00	Total: \$40.15	
	0.000		\$10,439.00		\$0.00		\$0.00	\$10,439.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Price to connect and waterproof restroom and modular building connection

Line #:	13128 700 0200 M	Pre-engd.bldg.,rgd.clr.span fr.,26 ga.rfg. & sdg.30-40'W.,10'eave hgt.						D/O:	535.000
Qty:	1,800.000	Crew:	E2	Unit:	SF Flr.				
Lab. Hr:	0.105	Mat.:	\$0.00 *	Labor:	\$7.31	Equip:	\$2.94	Total: \$10.25	
	189.000		\$0.00		\$13,154.40		\$5,286.60	\$18,441.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Best fit for carefully demo existing modular trailer by cutting in half and load on semi for relocation. Unload trailer's Re-install relocated modular trailer No material cost included for demo or reconnecting modular trailer back together.

Line #:	13930 400 2360 M	Sprinkler sys components, spklr HD escutcheons, std, chrome, 1" size						D/O:	40.000
Qty:	4.000	Crew:	SPRI	Unit:	Ea.				
Lab. Hr:	0.200	Mat.:	\$1.97	Labor:	\$13.00	Equip:	\$0.00	Total: \$14.97	
	0.800		\$7.88		\$52.00		\$0.00	\$59.88	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Escutcheons for additional sprinkler heads for restrooms

Line #:	13930 400 4840 M	Sprinkler,hds,rec pendent,brs,135< to 286<F,1/2" NPT,1/2" orifice						D/O:	10.000
Qty:	4.000	Crew:	SPRI	Unit:	Ea.				
Lab. Hr:	0.800	Mat.:	\$16.23	Labor:	\$52.00	Equip:	\$0.00	Total: \$68.23	
	3.200		\$64.90		\$208.00		\$0.00	\$272.90	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Additional sprinkler heads for restrooms

Line #: 13930 400 6100 M	Sprinkler system components, sprinkler head wrenches, standard head						
Qty: 2.000	Crew:		Unit: Ea.				D/O: 0.000
Lab. Hr: 0.000	Mat.: \$14.03		Labor: \$0.00	Equip: \$0.00			Total: \$14.03
	0.000	\$28.05		\$0.00		\$0.00	\$28.05

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Sprinkler head wrenches for additional sprinkler heads for restrooms

Line #: 13930 400 9990 M	Fire sprk minimum labor/equipment charge						
Qty: 1.000	Crew: SPRI		Unit: Job				D/O: 3.000
Lab. Hr: 2.667	Mat.: \$0.00		Labor: \$173.34	Equip: \$0.00			Total: \$173.34
	2.667	\$0.00		\$173.34		\$0.00	\$173.34

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor charge for sprinkler heads, & escutcheons

Special Construction	Labor Hrs: 195.667
Mat.: \$10,539.83	Labor: \$13,587.74
Equip: \$5,286.60	Division Total: \$29,414.16

Division: 1500000 Mechanical

Line #: 15107 640 5100 M	Steel ftg, 150# MI, black, 90< elb, straight, 1"						
Qty: 9.000	Crew: PLUM		Unit: Ea.				D/O: 13.000
Lab. Hr: 0.615	Mat.: \$3.48		Labor: \$40.77	Equip: \$0.00			Total: \$44.25
	5.535	\$31.28		\$366.93		\$0.00	\$398.22

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 90 deg elbows for additional sprinkler heads for restrooms & inspector test line

Line #: 15107 640 5880 M	Stl ftg, 150# MI, black, reducer, concentric, 1"						
Qty: 5.000	Crew: PLUM		Unit: Ea.				D/O: 15.000
Lab. Hr: 0.533	Mat.: \$5.89		Labor: \$35.33	Equip: \$0.00			Total: \$41.22
	2.665	\$29.43		\$176.66		\$0.00	\$206.08

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: REDUCER W/ NIPPLE + COUPLING FOR EA 1/2 X 1/2 HEAD & INSPECTOR TEST LINE

Line #: 15107 640 9990 M	Pipe steel fitting min labor/equip charge						
Qty: 1.000	Crew: PLUM		Unit: Job				D/O: 4.000
Lab. Hr: 2.000	Mat.: \$0.00		Labor: \$132.50	Equip: \$0.00			Total: \$132.50
	2.000	\$0.00		\$132.50		\$0.00	\$132.50

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor charge for steel fittings

67-0651 Avondale FD Modular

Report Date: March 16, 2007

Estimate Creation Date: January 30, 2007

Line #:	15107 660 0640 M	Pipe, st ftngs, gskt & bolt set, 150#, 2-1/2" pipe size					D/O:	12.000
Qty:	10.000	Crew:	PLUM	Unit:	Ea.			
Lab. Hr:	0.667	Mat.:	\$5.04	Labor:	\$44.17	Equip:	\$0.00	
	6.670		\$50.38		\$441.69		\$492.07	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Gasket & bolts for grooved couplings

Line #:	15107 660 0650 M	Stl ftg, gskt & bolt set, 150#, 3" pipe					D/O:	11.000
Qty:	1.000	Crew:	PLUM	Unit:	Ea.			
Lab. Hr:	0.727	Mat.:	\$5.28	Labor:	\$48.18	Equip:	\$0.00	
	0.727		\$5.28		\$48.18		\$53.46	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Gasket & bolts for flange fitting

Line #:	15107 660 2100 M	Pipe, st ftngs, flanged unions, 125 LB, bk, 3" pipe size					D/O:	22.000
Qty:	1.000	Crew:	Q1	Unit:	Ea.			
Lab. Hr:	0.727	Mat.:	\$105.05	Labor:	\$43.46	Equip:	\$0.00	
	0.727		\$105.05		\$43.46		\$148.51	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: New flange at relocated location

Line #:	15107 660 2100 M	Pipe, st ftngs, flanged unions, 125 LB, bk, 3" pipe size					D/O:	22.000
Qty:	1.000	Crew:	Q1	Unit:	Ea.			
Lab. Hr:	0.727	Mat.:	\$0.00 *	Labor:	\$43.46	Equip:	\$0.00	
	0.727		\$0.00		\$43.46		\$43.46	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Demo flange outside modular at existing location (labor only)

Line #:	15107 660 9590 M	Pipe, st ftngs, mech jt ends for PE pipe, T, rdcg outlet, 2" x 1"					D/O:	15.000
Qty:	1.000	Crew:	Q1	Unit:	Ea.			
Lab. Hr:	1.067	Mat.:	\$10.23	Labor:	\$63.74	Equip:	\$0.00	
	1.067		\$10.23		\$63.74		\$73.97	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Reducing tee 2" x 1"

Line #:	15107 660 9990 M	Minimum labor/equipment change					D/O:	3.000
Qty:	1.000	Crew:	Q15	Unit:	Job			
Lab. Hr:	5.333	Mat.:	\$0.00	Labor:	\$318.66	Equip:	\$25.30	
	5.333		\$0.00		\$318.66		\$343.96	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor charge for flange fittings

Line #:	15107 690 1050 M	Pipe, grvd-jt st fngs&vs, pipe incl cplg&clv type hgr, bk, 1" dia @ 1						
Qty:	40.000	Crew:	PLUM	Unit:	L.F.	D/O:	63.000	
Lab. Hr:	0.127	Mat.:	\$3.98	Labor:	\$8.41	Equip:	\$0.00	
	5.080		\$159.28		\$336.55		\$0.00	
							\$495.83	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: 1" black pipe for new sprinkler haeds & inspector test line

Line #:	15107 690 1080 M	Pipe, grvd-jt st fngs&vs, pipe incl cplg&clv type hgr, bk, 2" dia @ 1						
Qty:	20.000	Crew:	PLUM	Unit:	L.F.	D/O:	40.000	
Lab. Hr:	0.200	Mat.:	\$7.87	Labor:	\$13.25	Equip:	\$0.00	
	4.000		\$157.30		\$265.00		\$0.00	
							\$422.30	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: 2" Black pipe for relocated fire sprinkler system

Line #:	15107 690 1090 M	Pipe, grvd-jt steel incl cplg & clv hgr 10'OC, blk, sched 40, 2.5"dia						
Qty:	60.000	Crew:	Q1	Unit:	L.F.	D/O:	57.000	
Lab. Hr:	0.281	Mat.:	\$11.17	Labor:	\$16.77	Equip:	\$0.00	
	16.860		\$669.90		\$1,006.31		\$0.00	
							\$1,676.21	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: 2.5" Black pipe for relocated fire sprinkler system

Line #:	15107 690 5790 M	Pipe,grvd-jt,st flg,W/grv gskt,bk st,ansi CL 125&150,ptd,2-1/2" pipe						
Qty:	10.000	Crew:	Q1	Unit:	Ea.	D/O:	37.000	
Lab. Hr:	0.432	Mat.:	\$60.50	Labor:	\$25.84	Equip:	\$0.00	
	4.320		\$605.00		\$258.36		\$0.00	
							\$863.36	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: New groove flange at relocated location

Line #:	15107 690 5790 M	Pipe,grvd-jt,st flg,W/grv gskt,bk st,ansi CL 125&150,ptd,2-1/2" pipe						
Qty:	10.000	Crew:	Q1	Unit:	Ea.	D/O:	37.000	
Lab. Hr:	0.432	Mat.:	\$0.00 *	Labor:	\$25.84	Equip:	\$0.00	
	4.320		\$0.00		\$258.36		\$0.00	
							\$258.36	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Demo groove flange outside modular at existing location (labor only)

Line #:	15107 690 9020 M	Pipe, grvd-jt, st flg, W/grv gskt, bk st, cut 1 grv, lab, 1" pipe						
Qty:	4.000	Crew:	Q1	Unit:	Ea.	D/O:	140.000	
Lab. Hr:	0.114	Mat.:	\$0.00	Labor:	\$6.83	Equip:	\$0.00	
	0.456		\$0.00		\$27.32		\$0.00	
							\$27.32	

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Cut groove at each end of new pipe (labor only)

Line #:	15107 690 9050 M	Pipe, grvd-jt, st flg, W/grv gskt, bk st, cut 1 grv, lab, 2" pipe					
Qty:	4.000	Crew:	Q1	Unit:	Ea.	D/O:	104.000
Lab. Hr:	0.154	Mat.:	\$0.00	Labor:	\$9.19	Equip:	\$0.00
	0.616		\$0.00		\$36.76		\$0.00
							\$9.19
							\$36.76

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Cut groove at each end of new 2" pipe (labor only)

Line #:	15107 690 9060 M	Pipe, grvd-jt, st flg, W/grv gskt, bk st, cut 1 grv, lab, 2-1/2" pipe					
Qty:	10.000	Crew:	Q1	Unit:	Ea.	D/O:	96.000
Lab. Hr:	0.167	Mat.:	\$0.00	Labor:	\$9.96	Equip:	\$0.00
	1.670		\$0.00		\$99.60		\$0.00
							\$9.96
							\$99.60

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Cut groove at each end of new 2.5" pipe (labor only)

Line #:	15107 690 9990 M	Minimum labor/equipment charge					
Qty:	1.000	Crew:	PLUM	Unit:	Job	D/O:	4.000
Lab. Hr:	2.000	Mat.:	\$0.00	Labor:	\$132.50	Equip:	\$0.00
	2.000		\$0.00		\$132.50		\$0.00
							\$132.50

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: minimum labor charge for cutting grooves for each end of new pipe

Line #:	15110 160 3450 M	Valves, bronze, gate, N.R.S., threaded, class 150, 1" size					
Qty:	1.000	Crew:	PLUM	Unit:	Ea.	D/O:	19.000
Lab. Hr:	0.421	Mat.:	\$33.55	Labor:	\$27.90	Equip:	\$0.00
	0.421		\$33.55		\$27.90		\$0.00
							\$61.45
							\$61.45

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Shut off valve

Line #:	15110 160 9000 M	Valves bronze min labor/equip charge					
Qty:	1.000	Crew:	PLUM	Unit:	Job	D/O:	4.000
Lab. Hr:	2.000	Mat.:	\$0.00	Labor:	\$132.50	Equip:	\$0.00
	2.000		\$0.00		\$132.50		\$0.00
							\$132.50

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: minimum labor charge for 1" gate valves

Line #:	15110 200 3640 M	Valves, iron body, gate, 125 lb., OS&Y, flanged, 2-1/2" size					
Qty:	1.000	Crew:	Q1	Unit:	Ea.	D/O:	5.000
Lab. Hr:	3.200	Mat.:	\$284.90	Labor:	\$191.20	Equip:	\$0.00
	3.200		\$284.90		\$191.20		\$0.00
							\$476.10
							\$476.10

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Grooved OS&Y valve for relocated sprinkler system

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Line #:	15110 200 9000 M	Valves iron body min labor/equip charge					
Qty:	1.000	Crew:	PLUM	Unit:	Job	D/O:	3.000
Lab. Hr:	2.667	Mat.:	\$0.00	Labor:	\$176.67	Equip:	\$0.00
	2.667		\$0.00		\$176.67		\$0.00
							\$176.67

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: minimum labor charge for 2.5" OS&Y valves

Line #:	15110 500 1280 M	Valves, plastic, ball, PVC, socket or threaded, single union, 2" size					
Qty:	2.000	Crew:	PLUM	Unit:	Ea.	D/O:	17.000
Lab. Hr:	0.471	Mat.:	\$46.20	Labor:	\$31.18	Equip:	\$0.00
	0.942		\$92.40		\$62.35		\$0.00
							\$154.75

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 2" water line PVC ball valves (1 each at service connection & 1 each at shower building).

Line #:	15418 900 3200 M	Water clos, bowl only, seat, for rgh-in, sply, W & vent, sgl WC					
Qty:	6.000	Crew:	Q1	Unit:	HR*	D/O:	8.000 *
Lab. Hr:	2.000	Mat.:	\$0.00 *	Labor:	\$119.50	Equip:	\$0.00
	12.000		\$0.00		\$717.00		\$0.00
							\$717.00

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Disconnect water and sewer line, (labor only) cap both off 5 ft outside the building footprint (Cut water & sewer line at modular & 5 ft outside building print & cap each = 4 cuts @ 1.5 hr each = 4 HRS)

Line #:	15955 700 0180 M	Nondestructive hydraulic pressure test, 1" - 4" pipe, 500 - 1000 LF					
Qty:	1.000	Crew:	Q5	Unit:	Ea.	D/O:	1.140
Lab. Hr:	14.035	Mat.:	\$0.00	Labor:	\$845.61	Equip:	\$0.00
	14.035		\$0.00		\$845.61		\$0.00
							\$845.61

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Testing sprinkler system after relocation of modular classrooms

Mechanical	Labor Hrs:	100.038
Mat.: \$2,233.98	Labor: \$6,209.26	Equip: \$25.30
Division Total:		\$8,468.54

Division: 16000000 Electrical

Line #:	16060 800 0040 M	Grounding, rod, copper clad, 8' long, 5/8" diameter					
Qty:	1.000	Crew:	R30*	Unit:	HR*	D/O:	8.000 *
Lab. Hr:	3.250	Mat.:	\$0.00 *	Labor:	\$172.41	Equip:	\$0.00
	3.250		\$0.00		\$172.41		\$0.00
							\$172.41

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 1 each grounding rod at electric service (labor only) (1 hr per rod x 1 rod = 1 HR)

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Line #: 16060 800 0040 M	Grounding, rod, copper clad, 8' long, 5/8" diameter						D/O:	0.000
Qty: 1.000	Crew:		Unit: Ea.					
Lab. Hr: 0.000	Mat.: \$16.50		Labor: \$0.00	Equip: \$0.00		Total: \$16.50		
	0.000	\$16.50	\$0.00	\$0.00		\$16.50		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 1 each grounding rod at electric service (material only)

Line #: 16060 800 0240 M	Grounding, clamp, bronze, 5/8" dia						D/O:	32.000
Qty: 1.000	Crew: ELEC		Unit: Ea.					
Lab. Hr: 0.250	Mat.: \$4.76		Labor: \$16.25	Equip: \$0.00		Total: \$21.01		
	0.250	\$4.76	\$16.25	\$0.00		\$21.01		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Ground clamp to connect grounding wire to ground rod

Line #: 16060 800 0280 M	Grounding, wire ground bare armored, #4-1 conductor						D/O:	0.000
Qty: 2.000	Crew:		Unit: C.L.F.					
Lab. Hr: 0.000	Mat.: \$163.90		Labor: \$0.00	Equip: \$0.00		Total: \$163.90		
	0.000	\$327.80	\$0.00	\$0.00		\$327.80		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: grounding wire (200 LF) = 2.0 C.L.F. (material only)

Line #: 16060 800 0280 M	Grounding, wire ground bare armored, #4-1 conductor						D/O:	8.000 *
Qty: 2.100	Crew: R22*		Unit: HR*					
Lab. Hr: 4.660	Mat.: \$0.00 *		Labor: \$259.80	Equip: \$0.00		Total: \$259.80		
	9.786	\$0.00	\$545.57	\$0.00		\$545.57		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: grounding wire for field lights (200 LF) labor only (200 lf @ 95 lf per hr = 2.1 HRS)

Line #: 16070 320 3900 M	Hangers, channels, steel, 1-1/2" x 1-1/2"						D/O:	70.000
Qty: 30.000	Crew: ELEC		Unit: L.F.					
Lab. Hr: 0.114	Mat.: \$6.33		Labor: \$7.43	Equip: \$0.00		Total: \$13.75		
	3.420	\$189.75	\$222.89	\$0.00		\$412.64		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Mounting stand for meter section

Line #: 16070 320 4450 M	Steel hanger channel, spring nuts, short, 1/2"						D/O:	80.000
Qty: 20.000	Crew: ELEC		Unit: Ea.					
Lab. Hr: 0.100	Mat.: \$2.12		Labor: \$6.50	Equip: \$0.00		Total: \$8.62		
	2.000	\$42.46	\$130.00	\$0.00		\$172.46		

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: mounting hardware for meter section

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Line #: 16120 230 0045 M	Terminations, screw-on connectors, insulated, #12 to #6						D/O:	180.000
Qty: 20.000	Crew: ELEC	Unit: Ea.				Total:	\$3.35	
Lab. Hr: 0.044	Mat.: \$0.46	Labor: \$2.89	Equip: \$0.00			Total:	\$66.96	
	0.880	\$9.24	\$57.72				\$0.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Wire connectors at pull box, electric service, j-boxes, panel

Line #: 16120 900 0940 M	Wire, 600 volt, type THWN-THHN, copper, solid, #12						D/O:	0.000
Qty: 2.000	Crew:	Unit: C.L.F.				Total:	\$7.04	
Lab. Hr: 0.000	Mat.: \$7.04	Labor: \$0.00	Equip: \$0.00			Total:	\$14.08	
	0.000	\$14.08	\$0.00				\$0.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 1 each power wire, 1 each neutral wire, and 1 each ground wire in 3/4" conduit (200 LF) material only

Line #: 16120 900 0940 M	Wire, 600 volt, type THWN-THHN, copper, solid, #12						D/O:	8.000 *
Qty: 2.100	Crew: R1A*	Unit: HR*				Total:	\$108.30	
Lab. Hr: 2.000 *	Mat.: \$0.00 *	Labor: \$108.30	Equip: \$0.00			Total:	\$227.43	
	4.200	\$0.00	\$227.43				\$0.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: pull wire in 3/4" conduit (200 LF) labor only (200 lf @ 95 lf per hr = 2.10 HRS)

Line #: 16120 900 3080 M	Wire, 600 volt, copper type XHHW, stranded, #6						D/O:	0.000
Qty: 6.300	Crew:	Unit: C.L.F.				Total:	\$42.90	
Lab. Hr: 0.000 *	Mat.: \$42.90	Labor: \$0.00	Equip: \$0.00			Total:	\$270.27	
	0.000	\$270.27	\$0.00				\$0.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 3 each power wire in 4" conduit (630 LF) material only

Line #: 16120 900 3080 M	Wire, 600 volt, copper type XHHW, stranded, #6						D/O:	8.000 *
Qty: 6.630	Crew: R22*	Unit: HR*				Total:	\$259.80	
Lab. Hr: 4.660 *	Mat.: \$0.00 *	Labor: \$259.80	Equip: \$0.00			Total:	\$1,722.44	
	30.896	\$0.00	\$1,722.44				\$0.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: pull wire in 4" conduit (630 LF) labor only (630 lf @ 95 lf per hr = 6.63 HRS)

Line #: 16120 900 9000 M	Wire min labor/equip charge						D/O:	4.000
Qty: 1.000	Crew: ELEC	Unit: Job				Total:	\$130.00	
Lab. Hr: 2.000	Mat.: \$0.00	Labor: \$130.00	Equip: \$0.00			Total:	\$130.00	
	2.000	\$0.00	\$130.00				\$0.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Conductor min.

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Line #: 16132 205 5020 M	Conduit, to 15' H, incl 2 termn, 2 elb & 11 bm clip per 100', (EMT), 3/4" dia						D/O: 130.000
Qty: 60.000	Crew: ELEC	Unit: L.F.					Total: \$5.08
Lab. Hr: 0.061	Mat.: \$1.08	Labor: \$4.00	Equip: \$0.00				
3.660	\$64.68	\$239.85	\$0.00			\$304.53	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Lighting and outlet conduit from modular classroom to shower room trailer

Line #: 16132 205 5220 M	Conduit, field bends, 45< to 90<, 3/4" diameter						D/O: 80.000
Qty: 10.000	Crew: ELEC	Unit: Ea.					Total: \$6.50
Lab. Hr: 0.100	Mat.: \$0.00	Labor: \$6.50	Equip: \$0.00				
1.000	\$0.00	\$65.00	\$0.00			\$65.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Bend conduit as needed on the job

Line #: 16132 205 5340 M	Conduit, field bends, 45< to 90<, offsets, 3/4" diameter						D/O: 62.000
Qty: 4.000	Crew: ELEC	Unit: Ea.					Total: \$8.39
Lab. Hr: 0.129	Mat.: \$0.00	Labor: \$8.39	Equip: \$0.00				
0.516	\$0.00	\$33.54	\$0.00			\$33.54	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Bend conduit offsets as needed on the job

Line #: 16132 205 7420 M	Conduit, EMT, LB, LR or LL fittings with covers, 3/4" diameter						D/O: 0.000
Qty: 2.000	Crew:	Unit: Ea.					Total: \$14.08
Lab. Hr: 0.000	Mat.: \$14.08	Labor: \$0.00	Equip: \$0.00				
0.000	\$28.16	\$0.00	\$0.00			\$28.16	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Conduit fittings w/covers (material only)

Line #: 16132 205 7420 M	Conduit, EMT, LB, LR or LL fittings with covers, 3/4" diameter						D/O: 8.000 *
Qty: 1.000	Crew: R1A*	Unit: HR*					Total: \$108.30
Lab. Hr: 2.000 *	Mat.: \$0.00 *	Labor: \$108.30	Equip: \$0.00				
2.000	\$0.00	\$108.30	\$0.00			\$108.30	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Conduit fittings w/covers (labor only) (Fittings at service from modular classroom to shower trailer .5 hr each x 2 each = 1 HR)

Line #: 16132 205 8320 M	Conduit, EMT, 1 hole clips, 3/4" diameter						D/O: 470.000
Qty: 10.000	Crew: ELEC	Unit: Ea.					Total: \$1.51
Lab. Hr: 0.017	Mat.: \$0.41	Labor: \$1.11	Equip: \$0.00				
0.170	\$4.07	\$11.05	\$0.00			\$15.12	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Conduit fasteners

Line #: 16132 205 8710 M	Conduit, EMT, couplings, compression, 3/4" diameter						
Qty: 10.000	Crew:		Unit: Ea.				D/O: 0.000
Lab. Hr: 0.000	Mat.: \$3.41		Labor: \$0.00	Equip: \$0.00			Total: \$3.41
	0.000	\$34.10		\$0.00		\$0.00	\$34.10

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Conduit connectors

Line #: 16132 205 8810 M	Conduit, EMT, box connectors, compression, 3/4" diameter						
Qty: 4.000	Crew: ELEC		Unit: Ea.				D/O: 110.000
Lab. Hr: 0.073	Mat.: \$4.18		Labor: \$4.73	Equip: \$0.00			Total: \$8.91
	0.292	\$16.72		\$18.90		\$0.00	\$35.62

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: conduit to junction box connectors

Line #: 16132 205 9990 M	Conduit to 15' high, minimum labor/equipment charge						
Qty: 1.000	Crew: ELEC		Unit: Job				D/O: 4.000
Lab. Hr: 2.000	Mat.: \$0.00		Labor: \$130.00	Equip: \$0.00			Total: \$130.00
	2.000	\$0.00		\$130.00		\$0.00	\$130.00

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Conduit min charge

Line #: 16132 250 3380 M	Conduit fittings for rgs, standard, coupling, ericson, 1" diameter						
Qty: 1.000	Crew: ELEC		Unit: Ea.				D/O: 11.000
Lab. Hr: 0.727	Mat.: \$9.24		Labor: \$47.27	Equip: \$0.00			Total: \$56.51
	0.727	\$9.24		\$47.27		\$0.00	\$56.51

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: connector from conduit to electrical panel

Line #: 16132 260 3040 M	Cutting&drilling,kos to 8' hi,met boxes&encls,W/hole saw,3/4" pipe						
Qty: 1.000	Crew: ELEC		Unit: Ea.				D/O: 47.000
Lab. Hr: 0.170	Mat.: \$0.00		Labor: \$11.06	Equip: \$0.00			Total: \$11.06
	0.170	\$0.00		\$11.06		\$0.00	\$11.06

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: cutting hole in wall from modular classroom to shower trailer for conduit

Line #: 16136 600 0152 M	Steel outlet box 4" square						
Qty: 4.000	Crew: ELEC		Unit: Ea.				D/O: 18.000
Lab. Hr: 0.444	Mat.: \$2.46		Labor: \$28.89	Equip: \$0.00			Total: \$31.35
	1.776	\$9.86		\$115.54		\$0.00	\$125.40

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: junction boxes

Line #: 16139 700 7080 M	Resi wiring, alarm system, smoke detectors, box, #14/3,type EMT & wire						D/O: 5.000
Qty: 1.000	Crew: ELEC	Unit: Ea.					
Lab. Hr: 1.600	Mat.: \$0.00 *	Labor: \$104.00	Equip: \$0.00	Total: \$104.00			
1.600	\$0.00	\$104.00	\$0.00	\$104.00			

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Disconnect fire alarm wire at existing modular location (labor only)

Line #: 16210 600 2360 M	Meter center, main circuit brkr, rainproof 3p 4w 120/208V, 400 amp						D/O: 1.600
Qty: 1.000	Crew: ELEC	Unit: Ea.					
Lab. Hr: 10.000	Mat.: \$3,135.00	Labor: \$650.00	Equip: \$0.00	Total: \$3,785.00			
10.000	\$3,135.00	\$650.00	\$0.00	\$3,785.00			

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: New service entrance assembly

Line #: 16210 600 9000 M	Meter socket min labor/equip charge						D/O: 3.000
Qty: 1.000	Crew: ELEC	Unit: Job					
Lab. Hr: 2.667	Mat.: \$0.00	Labor: \$173.34	Equip: \$0.00	Total: \$173.34			
2.667	\$0.00	\$173.34	\$0.00	\$173.34			

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Min charge for meter section

Line #: 16580 300 0360 M	Fixture whip, 3/8" greenfield, 2 conn, 6' L, THHN wire, three #12						D/O: 32.000
Qty: 6.000	Crew: ELEC	Unit: Ea.					
Lab. Hr: 0.250	Mat.: \$14.14	Labor: \$16.25	Equip: \$0.00	Total: \$30.39			
1.500	\$84.81	\$97.50	\$0.00	\$182.31			

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Fixture whips for interior lighting

Line #: 16710 750 0140 M	Voice/Data outlets, two jack openings, excl voice/data devices						D/O: 48.000
Qty: 20.000	Crew: ELEC	Unit: Ea.					
Lab. Hr: 0.167	Mat.: \$2.97	Labor: \$10.84	Equip: \$0.00	Total: \$13.81			
3.340	\$59.40	\$216.71	\$0.00	\$276.11			

% Mat: 100.00 **% Labor:** 100.00 **% Equip.:** 100.00

Notes: Disconnect communications and data transmission systems to relocate existing modular classroom

Electrical	Labor Hrs: 88.100
Mat.: \$4,320.90	Division Total: \$9,567.68
Labor: \$5,246.78	Equip: \$0.00

Burdened Subtotal : \$173,435.01

Job Totals:	ManHours	Material	Labor	Equipment	SubContr.	Total
	1,628.820	\$50,592.00	\$91,873.63	\$30,969.38	\$0.00	\$173,435.01

Sales Tax :	0.00 %	\$0.00				
Material Markup :	0.00 %	\$0.00				
Labor Markup :	0.00 %		0.00			
Equipment Markup :	0.00 %			0.00		
SubContract Markup :	0.00 %				\$0.00	\$0.00

Sub Total : \$173,435.01

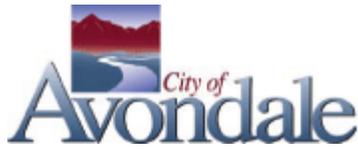
Bond :	0.00 %					\$0.00
Contingency :	0.00 %					\$0.00

Sub Total : \$173,435.01

Coefficient : 0.8300 \$29,483.95
\$143,951.06

City Cost Index : Phoenix, 4th QTR, 2006, UU
 Calculation Method : Average (97.10 %) **-\$4,174.58**

Job Totals:	Total Sq. Footage	:	-	\$139,776.48
	Cost Per Square Foot	:	\$ 0.00	



CITY COUNCIL REPORT

SUBJECT:
Ruby Tuesday Liquor License

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Ms. H. J. Lewkowitz, for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Ruby Tuesday, 1035 N. Avondale Blvd.

BACKGROUND:

The City Clerk's Office has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Ms. H. J. Lewkowitz for Ruby Tuesday, 1035 N. Avondale Blvd. This is a new license. The required fee of \$1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from March 6, 2007 through March 25, 2007 and a notice was published in the West Valley View on March 13, 2007 and March 16, 2007. No comments were received.

The Arizona Department of Liquor License and Control has accepted this application as submitted as complete.

The Police, Planning, and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff recommends that the City Council approve this request by H.J. Lewkowitz, Ruby Tuesday's 1035 N. Avondale Boulevard.

ATTACHMENTS:

Click to download

- [Application](#)
- [Comments](#)
- [Vicinity Map](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

FEB 13 11:47 AM '06

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16, 17
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16, 17
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 15, 17 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER Explain _____

SECTION 3 Type of license and fees:

LICENSE #: 12077019

1. Type of License: SERIES 12 2. Total fees attached: \$ 100.00

Department Use Only
\$ 100.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. LEWKOWITZ H. J.
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: RT SOUTHWEST FRANCHISE, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: RUBY TUESDAY
(Exactly as it appears on the exterior of premises)
4. Business Address: 1035 N. AVONDALE BLVD., AVONDALE MARICOPA 85323
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: () PENDING Residence Phone: (602) 667-6767
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 3101 N. CENTRAL AVE, #200 PHOENIX AZ 85012
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: \$ _____ (Price of License ONLY)

DEPARTMENT USE ONLY					
Accepted by: <u>[Signature]</u>	Date: <u>2/13/2007</u>	Lic. # <u>12077019</u>			
Fees: <u>[Signature]</u>				\$ <u>100.00</u>	
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB
(Print full name)
 MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X _____ State of _____ County of _____
(Signature) The foregoing instrument was acknowledged before me this _____
 _____ day of _____
Day Month Year

My commission expires on: _____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
		<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO

If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Residence Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, 8.
 L.L.C. Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.

1. Name of Corporation/L.L.C.: RT SOUTHWEST FRANCHISE, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 12/08/97 State where Incorporated/Organized: DELAWARE
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-0825461-4 Date authorized to do business in AZ: 12/17/97
5. Is Corp./L.L.C. non-profit? YES NO If yes, give IRS tax exempt number: _____

6. List all directors, / officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
BEALL, III	SAMUEL	E. (initial only)	PRES	151 E HARPER ST	MARYVILLE, TN 37804
MAY	SCARLETT	ANN	VP/SEC	3160 LAWS CHAPEL RD.	MARYVILLE, TN 37803
DUFFY	MARGUERITE	NAMAN	VP/TREAS	1517 BRITLING DR.	KNOXVILLE, TN 37922

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
RT FRANCHISE ACQUISITION, LLC			99%	150 WEST CHURCH AVE.,	MARYVILLE, TN 37804-37919
RT Franchise Acquisition, LLC is owned 100% by RTBD, Inc. RTBD, Inc., is owned 100% by Ruby Tuesday, Inc.					
Ruby Tuesday, Inc. is publicly traded on the New York Stock Exchange					
RT one Parent Holding Inc			1%		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

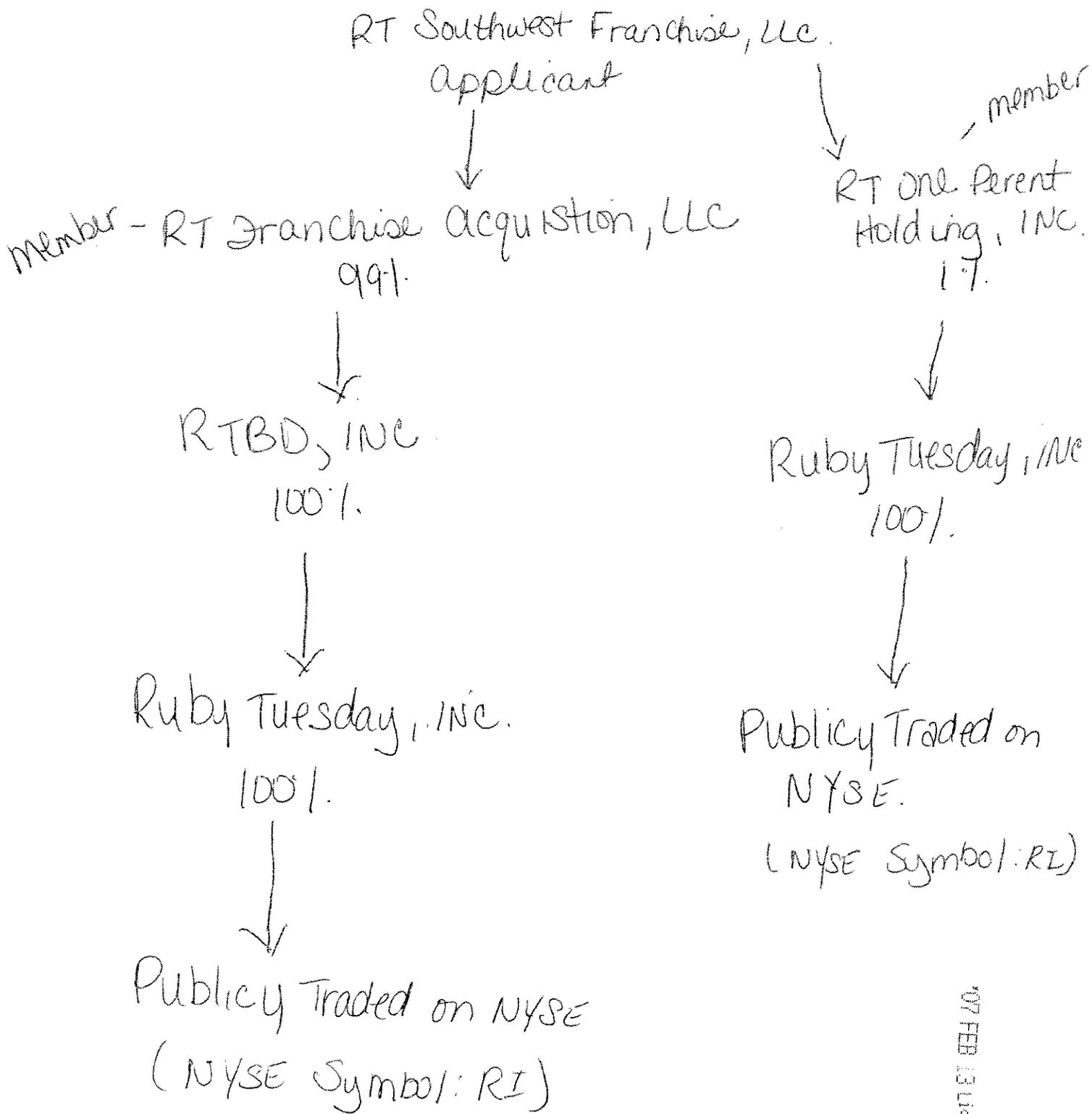
EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO If tax exempt, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

Ownership of RT Southwest Franchise, LLC.



The mailing address for all of the above entities is 150 W. Church Ave, Maryville, TN 37919

07 FEB 13 04:14 AM '15

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store 107 FEB 13 Lique. Lic. PM 2:17

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Current Business Address: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO

8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE 07 FEB 13 11:49 AM '17

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Do not use PO Box Number) Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SEE AMENDMENT

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 1.0 mile ft. Name of school: Littleton Elementary School
(Regardless of distance) Address 350 S. 118th Avenue, Avondale, AZ. 85323
2. Distance to nearest church: 0.62 mile ft. Name of church: Litchfield Park First Baptist Church
(Regardless of distance) Address 901 E. Plaza Cir., Avondale, AZ. 85323
3. I am the: LESSEE SUB LESSEE OWNER PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____
Address _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease? _____ yrs. _____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ N/A or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? \$ 0

Does any one creditor represent more than 10% of that sum? YES NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State	Zip
Funds are generated from operation of over 550 full service restaurants throughout the United States			+			
owned and operated by parent corporation Ruby Tuesday, Inc.						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) RESTAURANT
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
License # _____ (Exactly as it appears on license) Name _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) AMENDMENT

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

#12077019

1. Current Business: Name 07 MAR 26 Lic. Lic. #17
 (Exactly as it appears on license) Address _____
2. New Business: Name _____
 (Do not use PO Box Number) Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 4,000 ft. Name of school: Canyon Breeze Elementary School
 (Regardless of distance) Address 11675 W. Encanto Blvd, Avondale
2. Distance to nearest church: 1.13 mi. ft. Name of church: Church of God
 (Regardless of distance) Address 2605 N. Avondale Blvd., Avondale
3. I am the: LESSEE SUB LESSEE OWNER PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____
 Address _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease? _____ yrs. _____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
 (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? \$ _____

Does any one creditor represent more than 10% of that sum? YES NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) _____
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # _____ (Exactly as it appears on license) Name _____

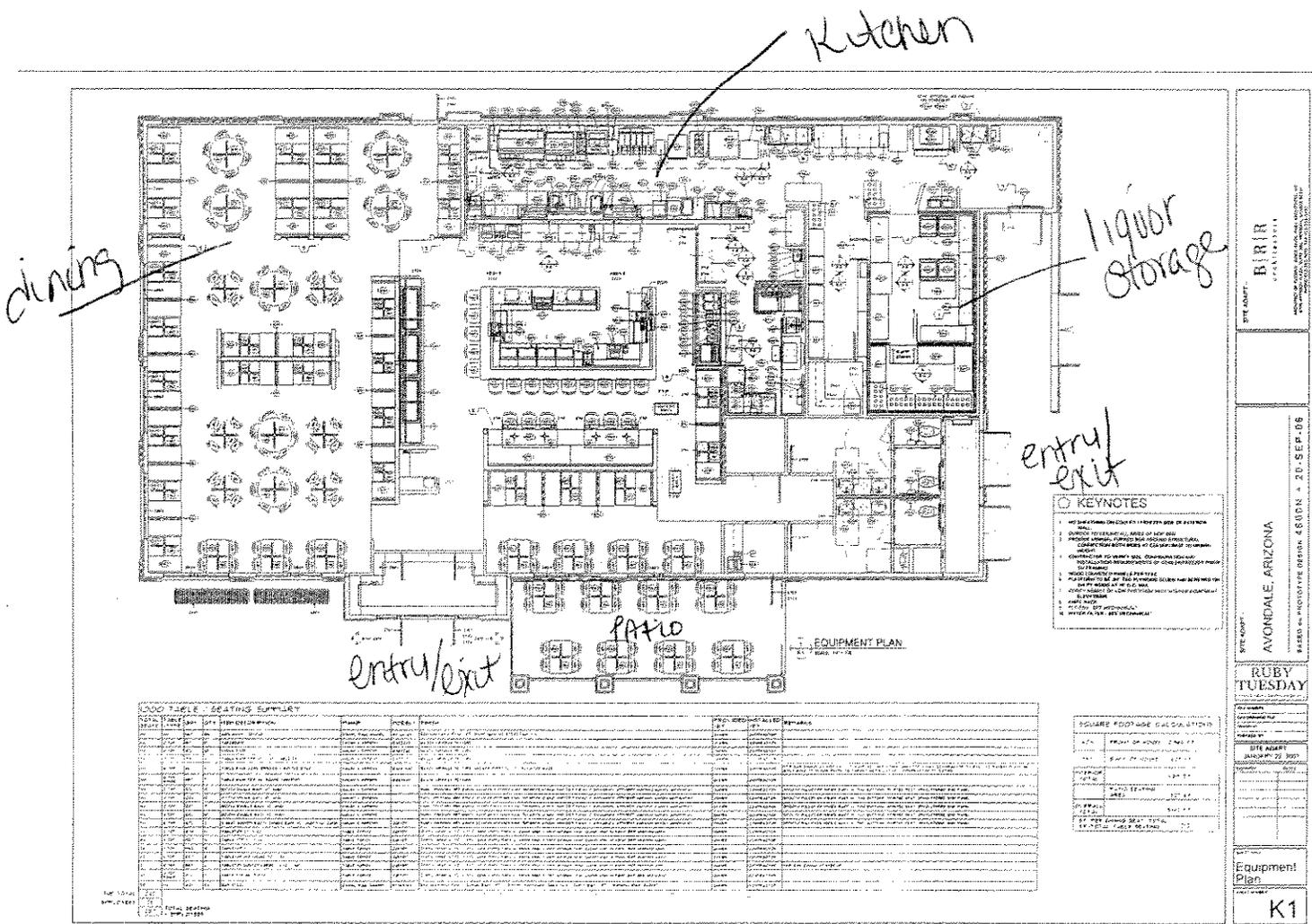
SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? YES NO If yes, give licensee's name: _____ and license #: not applicable
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that 40% of your gross revenue must be from food sales? YES NO

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your licensed premises:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas |
| <input type="checkbox"/> Drive-in windows | <input checked="" type="checkbox"/> Patio enclosures SEE PLANS - PATIO ATTACHED |
| <input type="checkbox"/> Service windows | <input checked="" type="checkbox"/> Under construction: estimated completion date <u>Processing all necessary paperwork to begin construction March '07 - completion Sept. '07</u> |
2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities. **Please see below**
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises. **Total square footage (including outside patio) = 5,142 sq. ft.**
- DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

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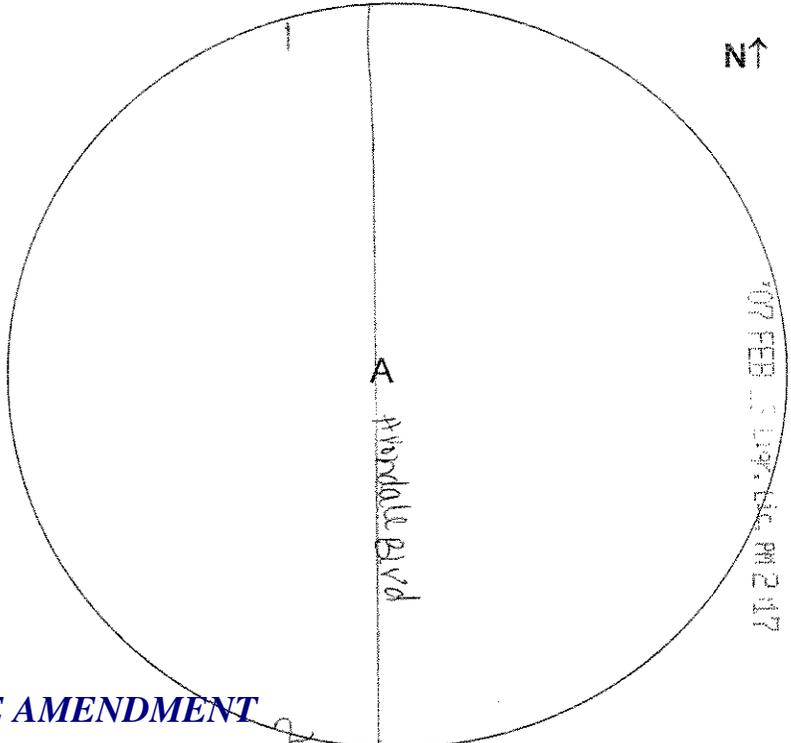


AVONDALE, ARIZONA
 RUBY TUESDAY
 K1

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. See attached
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____



SEE AMENDMENT

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

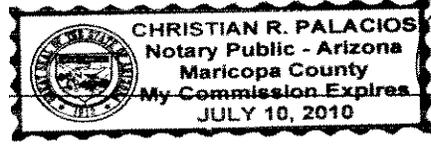
A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, H. J. LEWKOWITZ, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (Print name of APPLICANT/AGENT listed in Section 4 Question 1) (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X [Signature]
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
9th day of February, 2007
Day Month Year



My commission expires on:

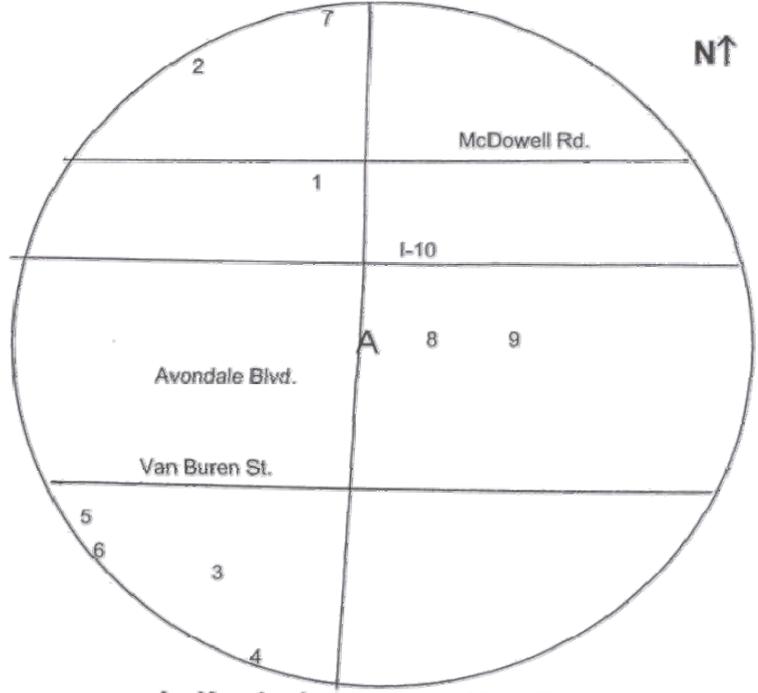
Christian R. Palacios
(Signature of NOTARY PUBLIC)

AMENDMENT #12077019

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. Mobil on the Run
2. Canyon Breeze Elementary School
3. Collier Elementary
4. Littleton Elementary
5. Coldwater Springs Golf Course
6. Coldwater Springs Restaurant
7. Church of God
8. Hilton Garden Inn
9. Hilton Homewood Suites
10. (See attached for addresses)
11. _____
12. _____
13. _____
14. _____
15. _____



A = Your business name and identify cross streets.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

SECTION 17 Signature Block:

I, _____, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (Print name of APPLICANT/AGENT listed in Section 4 Question 1) (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____
(Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year

My commission expires on: _____
(Signature of NOTARY PUBLIC)

Section 16. Geographical Data
Ruby Tuesday, 1035 N. Avondale Blvd., Avondale, AZ. 85323

A		RUBY TUESDAY	1035 N AVONDALE BLVD	AVONDALE	AZ	85323	
	1	SCHOOL	LITTLETON ELEMENTARY SCHOOL	30 S 118TH AVENUE	AVONDALE	AZ	85323
	2	CHRUCH	LITCHFIELD PARK FIRST BAPTIST CHURCH	901 E PLAZA CIR	AVONDALE	AZ	85323
			NO LICENSES WITHIN ONE MILE				

SEE AMENDMENT

07 FEB 13 04:14 PM '17

AMENDMENT

For Map (*Ruby Tuesday Avondale*)

1. Litchfield Road Mobil on the Run
1264 N Litchfield Rd
Goodyear, AZ 85338
2. Canyon Breeze Elementary School
11675 W Encanto Blvd
Avondale, AZ 85323
3. Collier Elementary School
350 S. 118Th Avenue
Avondale, AZ 85323
4. Littleton Elementary School
1252 S Avondale Blvd
Avondale, AZ 85323
5. Coldwater Springs Golf Club
100 N. Clubhouse Drive
Avondale, Arizona 85323
6. Coldwater Arizona Springs Restaurant
100 N. Clubhouse Drive
Avondale, Arizona 85323
7. Church of God
2605 N 115th Dr
Avondale, AZ 85323
8. Hilton Garden Inn
11460 W. Hilton Way
Avondale, Arizona, 85323
9. Hilton Homewood Suites
11450 West Hilton Way
Avondale, Arizona, 85323

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

RESTAURANT OPERATION PLAN

LICENSE # 12077019

1. List by Make, Model and Capacity of your : **PLEASE SEE ATTACHED FURNITURE FIXTURE & EQUIPMENT LIST**

Grill	VULCAN 36" GRIDDLE W/ELECTRONIC IGNITION; VULCAN 60" GRIDDLE W/ELECTRONIC IGNITION.
Oven	BLODGETT ZEPH-PHUS FULL SIZE DOUBLE CONVECTION OVEN
Freezer	DELFIELD MODEL 6125XL-SH UPRIGHT 2 1/2 DOOR FREEZER; VENCOLD ICE CREAM FREEZER; ICS WALK IN-COOLERS/FREEZERS MODEL IDT1323
Refrigerator	DELFIELD UPRIGHT 2 1/2 DOOR REFRIGERATOR; DELFIELD SALAD TOP REFRIGERATOR - 27"W; DELFIELD 2 DOOR UNDERCOUNTER REFRIG.
Sink	PERLICK 60" 3 COMPARTMENT SINK; PERLICK 12" DUMP SINK; PERLICK HAND SINK WITH SOAP AND TOWEL DISP.; ADVANCE WALL MOUNT HAND SINK
Dish Washing Facilities	POWERFORCE PRE-RINSE UNIT; HOBART C44AW DISHMACHINE; HATCO C15 BOOSTER HEATER
Food Preparation Counter (Dimensions)	18X60 WIDE, S/S WORKTABLE-2" BKSPLASH, W/SINGLE UNDERSHELF; 24 X 48 WIDE, S/S WORKTABLE-2" BKSPLASH, W/SINGLE UNDERSHELF, 30X68 WIDE,
Other	S/S WORKTABLE-2" BKSPLASH, W/SINGLE UNDERSHELF PLEASE SEE ATTACHED FURNITURE, FIXTURE & EQUIPMENT LIST

2. Print the name of your restaurant: d/b/a Ruby Tuesday
3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices). See attached menu.

4. List the seating capacity for:

a. Restaurant area of your premises	[190]
a. additional info: outside patio		32	
b. Bar area of your premises (BAR STOOLS)	[+	20]
c. Total area of your premises	[242]

5. What type of dinnerware and utensils are utilized within your restaurant?
 Reusable Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes 8.5 % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 78 %

*Disabled individuals requiring special accommodations, please call the Department.

07 FEB 13 11:49 AM '17

AVONDALE RUBY TUESDAY INFORMATION

Total square footage (includes patio)	5,142 sq. ft.
PATIO square footage	327
Total # of Seats (includes patio & Bar)	242
Total # of Seats on Patio	32
Total # of Seats Bar	14 around bar 6 at tables in bar area

07 FEB 13 09:53 AM 2017

8. Does your restaurant contain any games or television? Yes No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).
Televisions

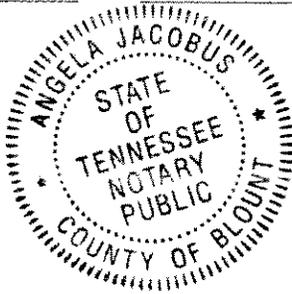
9. Do you have live entertainment or dancing? Yes No
(If yes, what type and how often?)
Not applicable

10. Use space below or attach a list of employee positions and their duties to fully staff your business.
GENERAL MANAGER - OVERSEE RESTAURANT EMPLOYEES AND OPERATIONS; RESPONSIBLE FOR DAY TO DAY OPERATIONS. MANAGE PROFITABILITY. MEET STANDARDS. TRAINING.
ASSISTANT MANAGERS - RESPONSIBLE TO MAKE SURE GUESTS AND EMPLOYEES HAVE A POSITIVE WORK ENVIRONMENT AND DINING EXPERIENCE. MANAGE PROFITABILITY. MEET STANDARDS, TRAINING, RECRUIT; IMPROVE EFFICIENCIES. ASSIST GENERAL MANAGER IN OPERATIONS.
BARTENDER - SERVE ACCORDING TO POLICY AND LAWS. PREPARES ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES. PRESENTS ACCURATE GUEST CHECKS. MAINTAINS CLEAN AND SANITARY CONDITIONS.
COURTEOUS, CHEERFUL, ACCOUNTABLE TO MAINTAIN RESPONSIBLE SERVICE.
BUSSER - MAINTAINS AND BREAKS DOWN SALAD BAR. CLEARS, CLEANS AND RESETS DINING ROOM AND BAR AREA - KEEPING NEAT.
SMILING PEOPLE GREETER (HOST/HOSTESS) GREETES AND SEATS GUESTS IN DINING ROOM.
TO GO SALESPERSON - MAINTAINS TO GO CURBSIDE DELIVERY SERVICE.
SALESPERSON - SALES AND SERVICE OF FOOD AND BEVERAGE ITEMS TO DINING ROOM GUESTS IN ACCORDANCE WITH RUBY TUESDAY STANDARDS AND SERVICE OF ALCOHOLIC ACCORDING TO RULES AND REGULATIONS.
DISH MACHINE OPERATOR - MAINTAINS CLEANLINESS OF CHINA, GLASSWARE, ETC.
LINE COOK - PREPARES FOOD ITEMS.

I, Scarlett May, Vice President & Sec., hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.

X *Scarlett May*
(Signature of APPLICANT)
Scarlett May, Vice President & Secretary
RT Franchise Acquisition, LLC - 99% owner
Applicant - RT Southwest Franchise, LLC
My commission expires on: 11-4-08

State of Tennessee County of Blount
The foregoing instrument was acknowledged before me this
3rd day of October, 2007
Day of Month Month Year
Angela Jacobus
(Signature of NOTARY PUBLIC)





THE SALAD BAR GET UP & GO!

ONLY \$2.99 WITH YOUR ENTREE

Salads and Soups

The Salad Bar at Ruby Tuesday

Create your own salad with crisp, fresh garden greens and a delicious medley of vegetables and cheeses. Select from a variety of gourmet dressings, unique toppings, vibrant fruits and tasty prepared salads. It's fast, fresh, affordable and only at Ruby Tuesday! **\$6.99** - \$2.69 when purchased with your entrée.

THE FAMOUS COMBO

There's a reason it's called famous. Enjoy your favorite combo with The Salad Bar at Ruby Tuesday and your choice of a bowl of soup or loaded baked potato. **\$7.99**

Turkey Sandwich Combo

Our delicious turkey served on a toasted bun with lettuce, tomato, pickles and mayonnaise. Served with fresh, hot fries and your choice of salad bar or a bowl of soup. **\$8.99**

*\$2.69 SALAD BPR NOT AVAILABLE WITH A LA CARTE SOUPS. PLEASE NO SHARING OF THE SALAD BAR OR COMBOS.

Carolina Chicken Salad

Feast on this hearty salad with fried chicken, tomatoes, sugared pecans, cheese and crumbled applewood smoked bacon. All served on a bed of romaine lettuce with your choice of smoky honey Dijon or honey mustard dressing on the side. **\$7.99**

Broccoli & Cheese Soup

Our creamy broccoli soup with mild cheeses. **\$3.99**

White Bean Chicken Chili

This hearty classic has navy beans, chicken and savory spices. **\$3.99**

Soup of the Day \$3.99

Ruby Refreshers

THESE ARE JUST A FEW OF OUR FAVORITE RUBY TUESDAY BEVERAGES, BUT WE'VE GOT ENOUGH TO WATERLOG A WHALE IN OUR TABLETOP DRINK MENU.

MegaBrews

Nothing washes down one of our handcrafted burgers like our huge, ice-cold 22 oz. draft. Available in Bud Light®, Coors Light®, Killik®, and Miller Lite®.

MegaRita

Ruby's MegaRitas are 32 oz. and served frozen or on the rocks. Try our Blue Lagoon or Traditional MegaRita today.

Classic Margarita

Sip on our refreshing margarita blended with tequila, triple sec and our signature margarita mix. Available frozen or on the rocks.

Java Freezes

Our creamy coffee drinks are perfectly chilled for a smooth taste no one can match. Choose from Caramel, White Chocolate or Chocolate. **\$3.79**

Smoothies

Try one of our blended fruit smoothies custom-made for you. Available in Strawberry, Peach, Mixed Berry or combine all three flavors for our Supreme Smoothie. **\$3.79**

Flavored Teas & Lemonades

Try a refreshing, ice-cold lemonade or tea with the taste of Strawberry, Cherry, Passion Fruit, Blackberry or Kiwi. Free refills!

Soft Drinks

Free refills for fountain drinks, iced tea and coffee (except where noted).
Coca-Cola®, Diet Coke®, Sprite®, Barq's Root Beer®, Minute Maid® Light™ Lemonade,
Mr. Pibb®, Dannon® Natural Spring Water (no refills)



Loaded Cheese Fries

Awesome Appetizers

Loaded Cheese Fries

A Guest favorite! Our fresh, hot fries topped with melted cheddar cheese, crumbled applewood smoked bacon and sour cream. Served with ranch dressing. **\$6.99**

4-Way Sampler

Asian glazed wings, classic Tuesday tenders, Southwestern spring rolls and fried cheese sticks. Served with smoky honey Dijon, ranch and marinara dipping sauces. **\$9.99**

MegaNachos

A heaping portion of crispy tortilla chips covered with meaty chili and spicy queso sauce. Topped with sour cream and jalapeños. **\$7.99**

ORIGINAL Super Sampler

Loaded cheese fries, classic Tuesday tenders and fried cheese sticks. Served with smoky honey Dijon and marinara dipping sauces. **\$8.99**

Coconut Shrimp

Jumbo shrimp encrusted with shredded coconut and fried. Paired with sweet and hot ginger sauce. **\$7.99**

Say Cheese...Sticks

Lightly breaded and fried to perfection. Served with marinara sauce. **\$5.99**

Tuesday Tenders

Fried chicken tenders in your choice of **Classic** or **Spicy Buffalo** (mild or hot, hot!) flavors. **\$7.49**

Kickin' Queso

A spicy blend of creamy cheese, spinach and sun-dried tomatoes. Served with unlimited crispy tortilla chips! **\$5.99**

Spicy Buffalo Wings

Tender chicken wings are fried and tossed in Buffalo sauce (mild or hot, hot!). Served with bleu cheese dressing and crunchy celery sticks. **\$6.99**

Double Cheese Chicken Quesadilla

Grilled chicken, cheddar cheese and tomatoes in a grilled flour tortilla. Served with salsa and sour cream. (Jalapeños upon request.) **\$7.99**

Asian Glazed Wings

Tender chicken wings are fried and tossed in our sweet and hot ginger sauce. Served with bleu cheese dressing and crunchy celery. **\$6.99**

Asian Dumplings

Asian-spiced dumplings filled with chicken then steam-grilled. Served with Thai peanut sauce. **\$6.99**

Southwestern Spring Rolls

Flour tortillas filled with chicken, spinach, black beans, cheese, corn and cilantro. Fried until crispy and served with salsa and sour cream. **\$6.99**

Cheesy Spinach Dip

A creamy blend of cheeses and spinach. Served with unlimited crispy tortilla chips! **\$5.99**

**IN A HURRY?
TRY RUBY TUESDAY**





Handcrafted Burgers

Our handcrafted burgers are made to order with only the finest ingredients. We use **100% USDA choice ground beef**, ground turkey, range fed bison and lean chicken breasts. They're all served on a lightly toasted golden bun and accompanied by freshly made, hot fries.

Bacon Cheeseburger

Served with crisp applewood-smoked bacon and American cheese. **\$7.99**

American Cheeseburger

Topped with American cheese. **\$7.49**

Black & Blue Burger

Black - 100% USDA choice ground beef burger. **\$6.99**

Bacon Cheddar Burger

Loaded with crisp applewood-smoked bacon and sharp cheddar cheese. **\$7.99**

Black & Bleu Burger

Pepperoni seasoned and topped with bleu cheese crumbles. **\$7.99**

Smokehouse Burger

Loaded with barbecue sauce, sharp cheddar cheese, applewood smoked bacon and topped with crispy onion straws. **\$8.49**

Bacon Jack Burger

Served with crisp applewood smoked bacon and Jack cheese. **\$7.99**

Alpine Swiss Burger

Our succulent peppercorn-seasoned burger topped with Swiss cheese and sautéed mushrooms. **\$8.49**

Ultimate COLOSSAL BURGER*

Two half pound burgers on a triple-decker bun with American and Monterey Jack cheeses! **\$9.99**

Macho Nacho Burger

Topped with jalapeños and cheddar cheese, then smothered with meaty chili. **\$7.99**

Introducing the Ruby Minis™

EACH LITTLE MASTERPIECE PACKS A BIG BURGER TASTE.

Four mini beef burgers topped with American cheese and onion straws on toasted buns and garnished with mayonnaise, mustard, ketchup and pickle. **\$7.99**

*Can be cooked to order. NOTICE: Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.



with the Freshest Ingredients

Each handcrafted burger is garnished with fresh hand-cut leaf lettuce, seasonal vine-ripened tomatoes, crisp pickles and mayonnaise. Beef, turkey and bison burgers also have red onions and mustard. We also serve premium cheeses and applewood smoked bacon.

Bacon Jack Turkey Burger

Topped with crisp applewood smoked bacon and Monterey Jack cheese. **\$7.99**

Mushroom Swiss Turkey Burger

Our juicy turkey burger topped with Swiss cheese and sautéed mushrooms. **\$7.99**

LuLu's Turkey Burger

The boldest, juiciest, most incredible tasting turkey burger you'll find in the world. Just ask LuLu! **\$7.49**

Smokehouse Bison Burger

Loaded with barbecue sauce, sharp cheddar cheese, applewood smoked bacon and topped with crispy onion straws. **\$8.99**

Bison Bacon Cheeseburger

Served with crisp applewood smoked bacon and American cheese. **\$8.49**

Bleu Bison Burger

Peppercorn-seasoned and topped with bleu cheese crumbles. **\$8.49**

Cheddar Bison Burger

A bison burger topped with cheddar cheese. **\$7.99**

Buffalo & Bleu Chicken Burger

A fried chicken breast tossed in Buffalo sauce and topped with Monterey Jack cheese, served with a side of bleu cheese dressing. **\$7.99**

Ruby's Chicken Burger

A seasoned grilled chicken breast with Swiss cheese. Served with a side of smoky honey Dijon dressing. **\$7.99**

Hickory Chicken Burger

A seasoned grilled chicken breast with barbecue sauce, crisp applewood smoked bacon and Swiss cheese. **\$7.99**

Crispy Chicken Club Burger

A fried chicken breast with Swiss cheese and crisp applewood smoked bacon. **\$7.99**

Killer Fish Burger

Spicy broiled tilapia with remoulade sauce. **\$8.99**

Veggie Burger

Topped with Monterey Jack cheese. **\$7.99**

BBQ Jack Veggie Burger

Topped with barbecue sauce and Jack cheese. **\$7.99**

PLATTER ANY HANDCRAFTED BURGER WITH
ONION STRAWS AND COLE SLAW

PLATTER IT!
FOR AN ADDITIONAL \$1.99



New Orleans

Seafood

New Orleans Seafood™

Spicy broiled tilapia and shrimp topped with creamy Alfredo sauce. Served with fresh steamed broccoli and brown rice pilaf with cheese and tomatoes. **\$12.99**

Coconut Shrimp

Crispy fried coconut shrimp with sweet and hot ginger dipping sauce. Served with fresh steamed broccoli and brown rice pilaf topped with cheese and tomatoes. **\$12.99**

Creole Catch

Spicy broiled tilapia served with fresh steamed broccoli and brown rice pilaf topped with cheese and tomatoes. **\$10.99**

Louisiana Fried Shrimp

A jumbo portion of golden fried shrimp with fresh, hot fries and cole slaw. Served with your choice of cocktail or remoulade dipping sauce. **\$10.99**

Pasta

Shrimp Alfredo Pasta

Pasta with Alfredo sauce, spicy broiled shrimp, diced tomatoes and Parmesan-Romano cheese. **\$11.99**

Baked Chicken & Broccoli Pasta

Pasta tossed with Alfredo sauce, grilled chicken and broccoli, then smothered with cheddar cheese and baked. **\$10.99**

Baked Chicken Parmesan Pasta

Pasta tossed with Alfredo sauce, fried chicken breast strips and marinara sauce, then smothered with Parmesan-Romano and Swiss cheeses and baked. **\$10.99**

ORIGINAL Sonora Pasta

Pasta with spicy Southwestern cheese sauce, grilled chicken, black beans, salsa and diced tomatoes. **\$10.99**

Ruby's Stackers

SERVED WITH MASHED POTATOES AND FRESH STEAMED BROCCOLI.

Church Street Stacker™

Grilled chicken with sautéed mushrooms, applewood smoked bacon and Swiss cheese. Served with garlic butter dipping sauce. **\$10.99**

Smoky Mountain Chicken® Stacker

Grilled barbecue chicken with cheddar cheese, applewood smoked bacon and diced tomatoes. **\$10.99**

Chopped Steak Stacker*

A juicy, grilled half pound burger with sautéed mushrooms, jack cheese and rich brown sauce. **\$9.99**

Sirloin Tips Stacker*

Grilled sirloin tips and rich brown sauce.

Half Pound: **\$9.99**

Full Pound: **\$12.99**

ADD SAUTÉED MUSHROOMS **\$1.99**

*Can be cooked to order.

Plentiful Platters

SERVED WITH FRESH HOT FRIES AND COLE SLAW. HALF RACK OF RIBS AVAILABLE FOR \$12.99.

Hang Off The Plate Ribs®

A colossal portion of fork-tender premium baby back ribs that are slow-cooked for hours and seasoned with our secret spices. They've got attitude! Full Rack **\$16.99**

Available in the following flavors:

Classic Barbecue

Basted with our signature barbecue sauce.

Memphis Dry Rub

Topped with our select blend of seasonings.

Triple Play

A combination of classic Tuesday tenders, Louisiana fried shrimp and a half rack of Ruby's classic barbecue ribs. Served with smoky honey Dijon and cocktail dipping sauces. **\$16.99**

Tuesday Tenders

A favorite for any day of the week. Our chicken tenders are home-style battered and fried until crispy. Available in your choice of **Classic** or **Spicy Buffalo** (mild or hot) flavors. **\$8.99**

Steaks

GRILLED AND SERVED WITH FRESH STEAMED BROCCOLI AND BAKED POTATO TOPPED WITH BUTTER AND SOUR CREAM.

Petite Sirloin

A smaller version of our irresistible top sirloin. **\$9.99**

Top Sirloin

A seasoned sirloin steak cooked to perfection. **\$11.99**

Steak & Coconut Shrimp Combo

Ruby's petite sirloin paired with crispy fried coconut shrimp. Served with sweet and hot ginger sauce. **\$13.99**

Peppercorn Mushroom Sirloin

A delicious peppercorn-seasoned top sirloin with sautéed mushrooms and creamy Alfredo sauce. **\$13.99**

Ruby's Ribeye

Our juicy ribeye cooked just the way you like it. **\$13.99**

Ragin' Cajun Ribeye

Ruby's succulent ribeye seasoned with Cajun spices and grilled to perfection. **\$13.99**

Extras

ALL EXTRAS \$1.99 (EXCEPT LOADED BAKED POTATO)

Fresh Steamed Broccoli (in a buttery sauce), Ruby's Mashed Potatoes, Sautéed Mushrooms, Onion Straws, Fresh Hot Fries, Side Caesar Salad, Brown Rice Pilaf (topped with cheese and tomatoes), Baked Potato (topped with butter and sour cream), Loaded Baked Potato (with cheese and bacon) **\$2.99**

GIVE THE GIFT OF FRESH TASTE!



Smart Eating Choices

When you're looking for a new way of eating at Ruby Tuesday with choices that fit just about any lifestyle, you'll want to consider our Smart Eating soups and entrees. And every Smart Eating item has nutrition information to let you know exactly what you're getting. Our Smart Eating soups are low in fat, high in fiber and contain no added sugar. From The Salad Bar at Ruby Tuesday you can select from lots of choices that let you reduce calories, fat and carbohydrates. So go ahead and enjoy, we have choices for you.

Calories / Fat gm / Net Carb gm / Fiber gm

Salads & Soups

NUTRITION INFORMATION DOES NOT INCLUDE SALAD DRESSING OR CRACKERS SERVED ON THE SIDE

The Salad Bar at Ruby Tuesday

\$8.99 / 222 / 8 / 17 / 0
*When purchased with your entree.

Skinnier Chicken Salad

Grilled chicken with tomatoes, cheese and romaine lettuce.
With light ranch dressing on the side. \$7.99 / 283 / 10 / 10 / 3

White Bean Chicken Chili

\$3.99 / 218 / 8 / 22 / 6

Broccoli & Cheese Soup

\$3.99 / 384 / 27 / 12 / 3

Wraps

SERVED WITH CHOICE OF ONE EXTRA. NUTRITION INFORMATION DOES NOT INCLUDE EXTRA

Smart Eating Turkey Burger Wrap

Ruby turkey burger with lettuce, tomato, onions, pickles and mustard in a whole grain tortilla. \$7.49 / 408 / 17 / 19 / 10

Smart Eating Grilled Chicken Wrap

Seasoned grilled chicken breast strips, lettuce, cheese and light ranch dressing served in a whole grain tortilla. \$7.99 / 470 / 24 / 15 / 10

Steaks, Seafood & Chicken

SERVED WITH CHOICE OF TWO EXTRAS. NUTRITION INFORMATION DOES NOT INCLUDE EXTRAS

Smart Eating Petite Sirloin*

A smaller version of our irresistible top sirloin.
\$9.99 / 222 / 8 / 17 / 0

Smart Eating Top Sirloin*

A seasoned sirloin steak cooked to perfection.
\$11.99 / 285 / 11 / 17 / 0

Smart Eating Grilled Chicken

Top sirloin seasoned and grilled. \$9.99 / 209 / 17 / 0 / 10

Smart Eating Creole Catch

Spicy broiled tilapia. \$10.99 / 312 / 16 / 0 / 0

Smart Eating New Orleans Seafood

Spicy broiled tilapia and shrimp topped with creamy Alfredo sauce. \$12.99 / 507 / 31 / 4 / 0

Smart Eating Church Street Chicken

Grilled chicken with sautéed mushrooms, applewood smoked bacon and melted Swiss cheese. \$10.99 / 523 / 32 / 0 / 2

Extras & Sauces

ALL EXTRAS \$1.99

Fresh Steamed Broccoli (in a buttery sauce) 129 / 8 / 5 / 3, Sautéed Mushrooms 276 / 27 / 0 / 4,
Side Caesar Salad 120 / 10 / 4 / 1, Plain Baked Potato 296 / 2 / 49 / 11 (add light ranch dressing),
Brown Rice Pilaf (topped with cheese and tomatoes) 223 / 7 / 34 / 2,
Light Ranch Dressing 55 / 5 / 1 / 0.

NET CARBS: What are 'net' carbs? People who are limiting their carbohydrates are generally counting 'net' carbs. This number is derived from taking the total carbohydrates, then subtracting the grams of fiber and sugar alcohols.

Nutrition information is for one serving and is based on laboratory analysis of food products prepared in our test kitchen or by our suppliers. Due to food preparations, amounts may vary.

*A 15% gratuity is automatically added to your check for parties of eight or more. If this is unacceptable, please let us know.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

HOTEL-MOTEL AND RESTAURANT LICENSES RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for all food sales.**
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Guest Checks
 - 4) Coupons/Specials
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns

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12. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

Lewkowitz H. J.
 Last First Middle

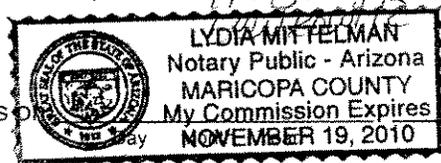
have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

x Christian R. Palacios for
 (Signature of Licensee)

9th day of February, 2007
 Day Month Year

My commission Expires on



Lydia Mittelman
 (Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

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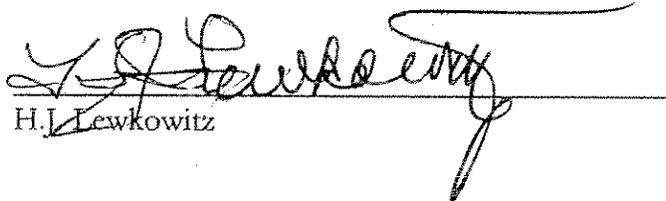
SPECIAL POWER OF ATTORNEY

I, H.J. Lewkowitz, residing at 5745 N. 25th Street, Phoenix, Arizona 85016 ("Principal") do hereby make, constitute and appoint Christian R. Palacios, 121 S. Longmore St., Chandler, Arizona 85224 as my true and lawful Attorney-In-Fact, for me and in my name, place and stead, and for my use, behalf and benefit to perform the following acts and things:

To make, execute, deliver, bargain, negotiate, contract for and execute any and all applications or documents necessary or required in connection with matters relating to the sale, transfer, purchase or obtaining of a Liquor License in the State of Arizona.

Principal gives and grants to Attorney-In-Fact full power to do and perform all and every act and thing whatsoever requisite and necessary to be done as fully to all intents and purposes as Principal might or could do if personally present. Principal ratifies and confirms all that Attorney-In-Fact shall lawfully do or cause to be done by virtue of this Special Power of Attorney.

This Special Power of Attorney shall not be affected by the disability of Principal. A.R.S. §§ 14-5501, 14-5502.


H.J. Lewkowitz

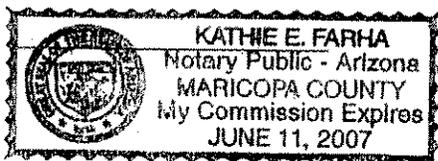
STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to this 2nd day of January, 2007,
by H.J. Lewkowitz.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:


Notary Public



07 FEB 13 14:16 PM '07

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License #

1207709
(If the location is currently licensed)

1. Check appropriate box →

<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Stockholder	<input type="checkbox"/> Member	<input type="checkbox"/> Officer	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Manager(Only)
<input type="checkbox"/> Other					(Complete Questions 1-20 & 24)	(Complete All Questions except # 14, 14a & 25)
Licensee or Agent must complete # 25 for a Manager					Licensee or Agent must complete # 25	

2. Name: Lewkowitz H. J. [REDACTED]
Last First Middle Date
(This Will Not Become a Part of Public Records)

3. Social Security Num [REDACTED] Drivers License #: 526344539 State: Arizona
(This Will Not Become a Part of Public Records)

4. Place of Birth: New London CT USA Height: 6'4" Weight: 220 Eyes: Brown Hair: Grey
City State Country (not county)

5. Marital Status Single Married Divorced Widowed
Residence (Home) Phone: (602) 667 - 6767

6. Name of Current or Most Recent Spouse: Lewkowitz Andrea J. Dahlman Date of Birth [REDACTED]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1929

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 200 - 7222

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Ruby Tuesday Premises Phone: () Pending

11. Licensed Premises Address: 1035 N. Avondale Blvd., Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1/1/04	CURRENT	Lawyer	Lewkowitz Law Office 3101 N. Central, #200 Phoenix, AZ 85012
05/95	12/31/03	Lawyer	Ryan Woodrow & Rapp 3101 N. Central #1500 Phoenix, AZ 85012

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
2/1/99	CURRENT	OWN	5745 N. 25th Street	Phoenix	AZ	85016

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises? If you answered YES, how many hrs/day? _____, **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** been detained, cited, arrested, indicted or summoned into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? **For traffic violations, include only those that were alcohol and/or drug related.** YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? **For traffic violations, include only those that were alcohol and/or drug related.** YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? YES NO
18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor **APPLICATION OR LICENSE** rejected, denied, revoked, suspended or fined in this or any other state? YES NO
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved **fraud or misrepresentation of a business, professional or liquor license**? YES NO
20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

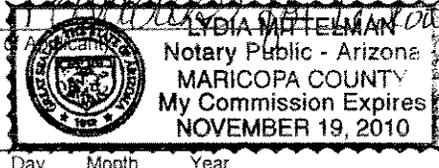
Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, H. J. GLEWKO W H Z, hereby declare that I am the APPLICANT filing this questionnaire.
 (Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

x Christian R. Polk State of Arizona County of Maricopa
 (Signature of Applicant) LYDIA MITTELMAN Notary Public - Arizona



The foregoing instrument was acknowledged before me this 9th day of February, 2007
 Day Month Year
Lydia Mittelman
 (Signature of NOTARY PUBLIC)

My commission expires on: _____
 Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
 Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
 The foregoing instrument was acknowledged before me this _____ day of _____, _____
 Day Month Year
 X _____
 (Signature of LICENSEE/AGENT)

My commission expires on: _____
 Day Month Year (Signature of NOTARY PUBLIC)

ATTACHMENT TO QUESTIONNAIRE
OF
H.J. LEWKOWITZ

QUESTION# 20:

I held an interest in a Village Inn Pizza Parlor with a beer & wine license in Canoga Park, CA. I sold my interest in 1975.

07 FEB 13 11:41 AM '18

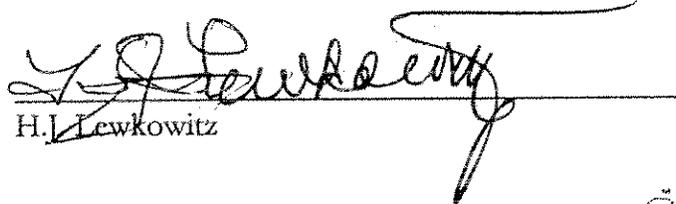
SPECIAL POWER OF ATTORNEY

I, H.J. Lewkowitz, residing at 5745 N. 25th Street, Phoenix, Arizona 85016 ("Principal") do hereby make, constitute and appoint Christian R. Palacios, 121 S. Longmore St., Chandler, Arizona 85224 as my true and lawful Attorney-In-Fact, for me and in my name, place and stead, and for my use, behalf and benefit to perform the following acts and things:

To make, execute, deliver, bargain, negotiate, contract for and execute any and all applications or documents necessary or required in connection with matters relating to the sale, transfer, purchase or obtaining of a Liquor License in the State of Arizona.

Principal gives and grants to Attorney-In-Fact full power to do and perform all and every act and thing whatsoever requisite and necessary to be done as fully to all intents and purposes as Principal might or could do if personally present. Principal ratifies and confirms all that Attorney-In-Fact shall lawfully do or cause to be done by virtue of this Special Power of Attorney.

This Special Power of Attorney shall not be affected by the disability of Principal. A.R.S. §§ 14-5501, 14-5502.


H.J. Lewkowitz

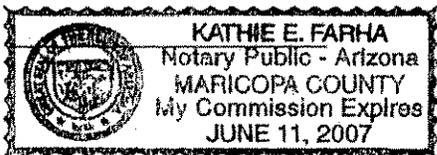
STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to this 2nd day of January, 2007,
by H.J. Lewkowitz.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:


Notary Public



07 FEB 13 14:42:54 PM 2008

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

*For CLK/KRM
6/2006
AS/9977*

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141 Lic. PM 2-18

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License #

12072019
(If the location is currently licensed)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Manager(Only) Other (Complete Questions 1-20 & 24) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25 for a Manager Licensee or Agent must complete # 25

2. Name: Duffy (maiden: Naman) Marguerite ~~Naman~~ Date of Birth: [Redacted]
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [Redacted] Drivers License #: 092288951 State: Tennessee
(This Will Not Become a Part of Public Records)

4. Place of Birth: Mobile Alabama USA Height: 5'0" Weight: 105 Eyes: Bro Hair: Black
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: (865) 692 - 0632

6. Name of Current or Most Recent Spouse: Duffy Kevin Joseph n/a Date of Birth: [Redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Tennessee If Arizona, date of residency: not applicable

8. Telephone number to contact you during business hours for any questions regarding this document. (865) 379 - 5700

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. Not applicable
Liquor License Offc: 251-634-4896

10. Name of Licensed Premises: Ruby Tuesday Premises Phone: (To be assigned)

11. Licensed Premises Address: 1035 North Avondale Blvd. Avondale Maricopa AZ 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
08-1990	CURRENT	Ruby Tuesday, Inc. restaurant ownership & management. Title: Sr. V. P., CFO, Treasurer & Asst. Secretary	Ruby Tuesday, Inc., 150 W. Church Ave. Maryville, TN 37801
Note: Also officer of subsidiary companies owned by Ruby Tuesday Inc.			

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
07-2001	CURRENT	OWN	1517 Britling Drive, Knoxville, TN 37922	Knoxville	TN	37922
08-98	07-01	rent	939 Ashbrooke Way #1433, Knoxville, TN 37923	Knoxville	TN	37923

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? _____, answer #14a below. If NO, skip to #15. YES NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO

16. Have you EVER been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined in this or any other state? See attached explanation for Ruby Tuesday, Inc. YES NO

19. Has anyone EVER filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO

20. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? As officer of Ruby Tuesday, Inc. and subsidiary companies. YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

See attached

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section Not applicable

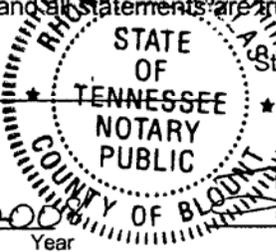
21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Marguerite Naman Duffy, VP & Treasurer, hereby declare that I am the APPLICANT filing this questionnaire. (Print full name of Applicant) for RT Franchise Acquisition, LLC 99% owner of RT Southwest Franchise, LLC. I have read this questionnaire and the contents and all statements are true, correct and complete. LLC

(Handwritten signature of Marguerite Naman Duffy)
(Signature of Applicant)



State of Tennessee County of Blount
The foregoing instrument was acknowledged before me this 4th day of October, 2006
Day Month Year

My commission expires on: 04/11/2008
Day Month Year

(Handwritten signature of Notary Public)
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager Not Applicable

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____
Day Month Year (Signature of NOTARY PUBLIC)

Tennessee
THE GREAT SMoky MOUNTAINS STATE
DRIVER LICENSE

09228951 DOB: 07-19-2010
ISSUED: 07-08-2008

SEX: F HT: 5'00" EYES: BR
RESTRICTIONS: 01
SSN: ON FILE

08-12-1960

Marguerite N. Duffy

MARGUERITE N. ANNA DUFFY
 1517 BRITTING DR.
 KNOXVILLE, TN 37922

07 FEB 13 14P. L.C. PM 2.18

Attachment to Question 18 - Form Questionnaire

RUBY TUESDAY, INC.
ALCOHOLIC BEVERAGE LICENSE SUSPENSIONS

LICENSE SUSPENSION

A charge was brought on August 30, 1998, in College Park, Georgia, against the Ruby Tuesday restaurant located at 1925 Sullivan Road, College Park, Georgia 30337. The charge was a violation of the Alcohol Beverage Code; Section 3-46(e) in that a server sold an alcoholic beverage to a minor. It was determined that the City alcoholic beverage license would be suspended for seven (7) consecutive Sundays beginning March 21, 1999 through and including May 2, 1999.

LICENSE SUSPENSION

A charge was brought on October 13, 1999 in the town of Southington, Connecticut, against the Ruby Tuesday restaurant located at 885 Queen Street, Southington, CT 06489. The charge was a violation of Section 30-86 of the Connecticut General Statutes in that a server sold an alcoholic beverage to a minor. It was determined that the State liquor permit would be suspended for nine (9) days beginning February 22, 2000 through March 1, 2000.

LICENSE SUSPENSION

A charge was brought on September 30, 1999 in the town of Manchester, Connecticut, against the Ruby Tuesday restaurant located at 194 Buckland Hill Drive, Manchester, CT 06040. The charge was a violation of Section 30-86 of the Connecticut General Statutes in that a server sold an alcoholic beverage to a minor. It was determined that the State liquor permit would be suspended for three (3) days beginning January 31, 2000 through February 2, 2000.

LICENSE SUPENSION

A charge was brought on June 27, 2000 in Easton, Maryland (Talbot County), against the Ruby Tuesday restaurant located at 505 Glebe Road, Easton, MD 21601. The charge was a violation of the Alcohol Beverage Code, 2B Section 12-108 for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for seven (7) consecutive days beginning September 21, 2000 and concluding September 28, 2000.

LICENSE SUSPENSION

A charge was brought on May 22, 2003, in Prince Frederick, Maryland (Calvert County), against the Ruby Tuesday restaurant located at 815 Prince Frederick Boulevard, Prince Frederick, MD 20678 for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for three (3) consecutive days beginning June 1, 2003 and concluding June 3, 2003.

LICENSE SUSPENSION

A charge was brought on March 19, 2004, in Lynchburg, Virginia (Campbell County), against the Ruby Tuesday restaurant located at 3810 Wards Road, Lynchburg, Virginia for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for ten (10) days beginning May 10, 2004.

LICENSE SUSPENSION

Two charges were brought on January 24, 2003, in Rockville, Maryland (Montgomery County) against the Ruby Tuesday restaurant located at 12266 Rockville Pike, Rockville, Maryland. Two persons under 21 years of age were sold alcoholic beverages and, also, two persons were sold alcoholic beverages who were intoxicated. It was determined that the State alcoholic beverage license would be suspended for fourteen (14) days beginning May 14, 2004.

07 FEB 13 11:47:15 AM '08

LICENSE SUSPENSION

A charge was brought on July 9, 2004, in Westborough, Massachusetts against the Ruby Tuesday restaurant located at 32 Lyman Street, Westborough Shopping Center for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for one (1) day - September 21, 2004.

LICENSE SUSPENSION

A charge was brought on July 26, 2005 in Marietta, Georgia against the Ruby Tuesday restaurant located at 2435 Delk Road, Marietta, Georgia for serving alcohol to a minor. It was determined that the city alcoholic beverage license would be suspended for 15 (fifteen) consecutive days beginning August 15 and 4 (four) Sundays (September 4, 11, 18, and 25).

LICENSE SUPSENSION

A charge was brought on July 22, 2005 in Waldorf, Maryland (Charles County), against the Ruby Tuesday restaurant located at 5000 Rte 301. The charge was a violation for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for one (1) day, Monday September 12, 2005.

07 FEB 13 14: 12: PM 218

Attachment to Question 20 – Form Questionnaire

As of May 31, 2005 Ruby Tuesday, Inc. owned and operated 579 full service restaurants.

Restaurants are operated throughout the United States.

As Officer of these owned and operated restaurants, my name and title is provided to all licensing authorities.

In addition to holding an Officer position with Ruby Tuesday, Inc., I am also named Officer on Ruby Tuesday, Inc. subsidiary companies.

In addition to the above, our Franchise Group owns and operates 188 restaurants. Either directly or through subsidiary companies, Ruby Tuesday, Inc. owns membership interest.

Our operations continue to grow throughout the year with the addition of new corporate owned and franchise owned restaurants.

07 FEB 13 11:49 AM '19

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, AZ 85007-12934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

FA Walker
6/2/06
201570

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License #

12077019
(If the location is currently licensed)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Manager (Only)
 Other **Director** (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager
 (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: **Beall, III Samuel E.** Date of Birth: [REDACTED]
 Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [REDACTED] Drivers License #: **034004447** State: **Tennessee**
 (This Will Not Become a Part of Public Records)

4. Place of Birth: **Knoxville Tennessee USA** Height: **5'9"** Weight: **160** Eyes: **Blue** Hair: **Blonde**
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: (**865**) **681** - **1400**

6. Name of Current or Most Recent Spouse: **Beall Kreis Bailey** Date of [REDACTED]
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? **Tennessee** If Arizona, date of residency: **Not applicable**

8. Telephone number to contact you during business hours for any questions regarding this document. (**865**) **379** - **5700**

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. **Liquor License Offc: 251-634-4896**
Not applicable

10. Name of Licensed Premises: **Ruby Tuesday** Premises Phone: (**To be assigned**)

11. Licensed Premises Address: **1035 North Avondale Blvd.** **Avondale** **AZ** **85323**
 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1972	CURRENT	Chairman of the Board, CEO & President	Ruby Tuesday, Inc. 150 West Church Ave. Maryville, TN 37801

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

13. Indicate your residence address for the last five (5) years: ↓

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
Feb/2006	CURRENT	Own	151 E. Harper St.	Maryville	TN	37804
Feb/2001	Feb/06	Own	1443 W. Miller's Cove Rd.	Walland	TN	37886

If you checked the Manager box on the front of this form skip to # 15

- 14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises? If you answered YES, how many hrs/day? _____, answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

Note: CEO/Pres/Director of Ruby Tuesday, Inc. - through subsidiary owns 99% interest of applica

- 15. Have you EVER been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
- 16. Have you EVER been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
- 17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
- 18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined in this or any other state? YES NO
See attached explanation for Ruby Tuesday, Inc.
- 19. Has anyone EVER filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
- 20. Are you or have you EVER held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? As Officer of Ruby Tuesday, Inc. and/or i YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

See attached

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to #24

Manager Section

Not applicable

- 21. Have you EVER attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.
- 22. Do you make payments to the licensee? YES NO If "yes", how much? \$_____ per month. Total debt to licensee \$_____
- 23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Samuel E. Beall, III, President of RT, hereby declare that I am the APPLICANT filing this questionnaire. (Print full name of Applicant) Franchise Acquisition, LLC 99% owner of applicant, RT Southwest I have read this questionnaire and the contents and all statements are true, correct and complete. Franchise, LLC

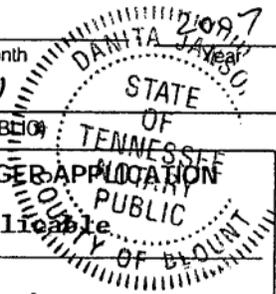
X [Signature]
(Signature of Applicant)

State of Tennessee County of Blount
The foregoing instrument was acknowledged before me this

23 day of Jan 2009
Day Month Year

My commission expires on: 1/21/09
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)



FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION Licensee or Agent Approval of Manager Not applicable

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.
State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____
(Signature of LICENSEE/AGENT)

_____ day of _____
Day Month Year

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

DRIVER LICENSE



034004447

Expires 06-18-2010

Issued 04-20-2005

Class D

Endorsements NONE

Restrictions

Sex M Ht 5'09" Eyes BL

SSN ON FILE

Birth



SAMUEL E BEALL 3RD
1443 W MILLERS COVE RD
WALLAND, TN 37886

FEB 13 10 49 AM '09

LICENSE SUSPENSION

A charge was brought on July 9, 2004, in Westborough, Massachusetts against the Ruby Tuesday restaurant located at 32 Lyman Street, Westborough Shopping Center for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for one (1) day - September 21, 2004.

LICENSE SUSPENSION

A charge was brought on July 26, 2005 in Marietta, Georgia against the Ruby Tuesday restaurant located at 2435 Delk Road, Marietta, Georgia for serving alcohol to a minor. It was determined that the city alcoholic beverage license would be suspended for 15 (fifteen) consecutive days beginning August 15 and 4 (four) Sundays (September 4, 11, 18, and 25).

LICENSE SUPENSION

A charge was brought on July 22, 2005 in Waldorf, Maryland (Charles County), against the Ruby Tuesday restaurant located at 5000 Rte 301. The charge was a violation for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for one (1) day, Monday September 12, 2005.

07 FEB 13 14:19, Lic. PM 2:19

Attachment to Question 20 – Form Questionnaire

As of May 31, 2005 Ruby Tuesday, Inc. owned and operated 579 full service restaurants.

Restaurants are operated throughout the United States.

As Officer of these owned and operated restaurants, my name and title is provided to all licensing authorities.

In addition to holding an Officer position with Ruby Tuesday, Inc., I am also named Officer on Ruby Tuesday, Inc. subsidiary companies.

In addition to the above, our Franchise Group owns and operates 188 restaurants. Either directly or through subsidiary companies, Ruby Tuesday, Inc. owns membership interest.

Our operations continue to grow throughout the year with the addition of new corporate owned and franchise owned restaurants.

07 FEB 13 04: 06 PM 2 19

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

Handwritten: H. W. W. W. 02/2006
 (602) 542-5148
 (602) 628-6595

800 W Washington 5th Floor
 Phoenix AZ 85007-2934

400 W Congress #521
 Tucson AZ 85701-1352
 (520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

Liquor License #

12077019
 (If the location is currently licensed)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Manager(Only)
 Other _____ (Complete Questions 1-20 & 24) (Complete All Questions except # 14, 14a & 25)
 Licensee or Agent must complete # 25 for a Manager Licensee or Agent must complete # 25

2. Name: May Scarlett Ann Date of Birth: _____
 Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ Drivers License #: 59501143 State: Tennessee
 (This Will Not Become a Part of Public Records)

4. Place of Birth: Memphis Tennessee USA Height: 5'9 1/2" Weight: 125 Eyes: Blue Hair: Brown
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: (865) 984 - 9633

6. Name of Current or Most Recent Spouse: Sellers Troy Michael Date of Birth: _____
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Tennessee If Arizona, date of residency: Not applicable
 Liquor License Offc. 251-634-4896

8. Telephone number to contact you during business hours for any questions regarding this document. (865) 379 - 5700

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. Not applicable

10. Name of Licensed Premises: Ruby Tuesday Premises Phone: (To be assigned)

11. Licensed Premises Address: 1035 North Avondale Blvd Avondale N AZ 85323
 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
07-2000	CURRENT	VP, General Counsel & Secretary. Full service restaurant ownership/management.	Ruby Tuesday, Inc. 150 W. Church Ave. Maryville, TN 37801

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1996	CURRENT	Own	3160 Laws Chapel Road	Maryville	TN	37803

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? _____, answer #14a below. If NO, skip to #15. YES NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

State Officer for entity owning 99% member interest of applicant, RT Southwest Franchise, LLC.

15. Have you EVER been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO

16. Have you EVER been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined in this or any other state? See attached explanation for Ruby Tuesday, Inc. YES NO

19. Has anyone EVER filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO

20. Are you owner or have you EVER held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? As officer of Ruby Tuesday, Inc. and subsidiary of _____ YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

See attached

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section Not applicable

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

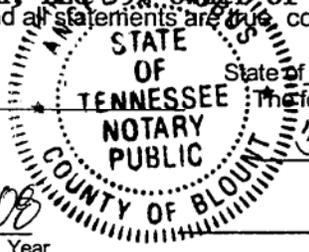
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Scarlett May, VP & Secretary for RT Franchise Acquisition, LLC hereby declare that I am the APPLICANT filing this questionnaire. (Print full name of Applicant) 99% Agent of RT Southwest Franchise, LLC (applicant)
I have read this questionnaire and the contents and all statements are true, correct and complete.

X Scarlett May (Signature of Applicant) State of Tennessee County of Blount
The foregoing instrument was acknowledged before me this 3 day of October, 2006

My commission expires on: 4 Day 11 Month 08 Year (Signature of NOTARY PUBLIC) Angela Jacobs



FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION Licensee or Agent Approval of Manager Not applicable

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____

X _____ (Signature of LICENSEE/AGENT) _____ Day _____ Month _____ Year

My commission expires on: _____ Day _____ Month _____ Year (Signature of NOTARY PUBLIC)

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? _____, answer #14a below. If NO, skip to #15. YES NO
14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you EVER been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO

16. Have you EVER been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of ANY law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO

17. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined in this or any other state? YES NO

19. Has anyone EVER filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO

20. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. Scarlett Ann May, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____ State of _____ County of _____
(Signature of Applicant) The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year

My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year
X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

AMENDMENT

Tennessee
The Volunteer State

DRIVER LICENSE

059501143

Expires 07-08-2016
Issued 07-07-2006
Birchall

Class: D
Endorsements: NONE
Restrictions:
Sex: F, Ht: 5'09", Eyes: BL
SIMON, EILE

9441 80 20
DL

Simon, E

SCARLETT ANN MAY
3166 LANS CHAPEL RD
MURFreesboro, TN 37133




07 FEB 13 14 PM 2:19

Attachment to Question 18 - Form Questionnaire

RUBY TUESDAY, INC.
ALCOHOLIC BEVERAGE LICENSE SUSPENSIONS

LICENSE SUSPENSION

A charge was brought on August 30, 1998, in College Park, Georgia, against the Ruby Tuesday restaurant located at 1925 Sullivan Road, College Park, Georgia 30337. The charge was a violation of the Alcohol Beverage Code; Section 3-46(e) in that a server sold an alcoholic beverage to a minor. It was determined that the City alcoholic beverage license would be suspended for seven (7) consecutive Sundays beginning March 21, 1999 through and including May 2, 1999.

LICENSE SUSPENSION

A charge was brought on October 13, 1999 in the town of Southington, Connecticut, against the Ruby Tuesday restaurant located at 885 Queen Street, Southington, CT 06489. The charge was a violation of Section 30-86 of the Connecticut General Statutes in that a server sold an alcoholic beverage to a minor. It was determined that the State liquor permit would be suspended for nine (9) days beginning February 22, 2000 through March 1, 2000.

LICENSE SUSPENSION

A charge was brought on September 30, 1999 in the town of Manchester, Connecticut, against the Ruby Tuesday restaurant located at 194 Buckland Hill Drive, Manchester, CT 06040. The charge was a violation of Section 30-86 of the Connecticut General Statutes in that a server sold an alcoholic beverage to a minor. It was determined that the State liquor permit would be suspended for three (3) days beginning January 31, 2000 through February 2, 2000.

LICENSE SUSPENSION

A charge was brought on June 27, 2000 in Easton, Maryland (Talbot County), against the Ruby Tuesday restaurant located at 505 Glebe Road, Easton, MD 21601. The charge was a violation of the Alcohol Beverage Code, 2B Section 12-108 for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for seven (7) consecutive days beginning September 21, 2000 and concluding September 28, 2000.

LICENSE SUSPENSION

A charge was brought on May 22, 2003, in Prince Frederick, Maryland (Calvert County), against the Ruby Tuesday restaurant located at 815 Prince Frederick Boulevard, Prince Frederick, MD 20678 for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for three (3) consecutive days beginning June 1, 2003 and concluding June 3, 2003.

LICENSE SUSPENSION

A charge was brought on March 19, 2004, in Lynchburg, Virginia (Campbell County), against the Ruby Tuesday restaurant located at 3810 Wards Road, Lynchburg, Virginia for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for ten (10) days beginning May 10, 2004.

LICENSE SUSPENSION

Two charges were brought on January 24, 2003, in Rockville, Maryland (Montgomery County) against the Ruby Tuesday restaurant located at 12266 Rockville Pike, Rockville, Maryland. Two persons under 21 years of age were sold alcoholic beverages and, also, two persons were sold alcoholic beverages who were intoxicated. It was determined that the State alcoholic beverage license would be suspended for fourteen (14) days beginning May 14, 2004

07 FEB 13 1999 11:46 AM 219

LICENSE SUSPENSION

A charge was brought on July 9, 2004, in Westborough, Massachusetts against the Ruby Tuesday restaurant located at 32 Lyman Street, Westborough Shopping Center for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for one (1) day - September 21, 2004.

LICENSE SUSPENSION

A charge was brought on July 26, 2005 in Marietta, Georgia against the Ruby Tuesday restaurant located at 2435 Delk Road, Marietta, Georgia for serving alcohol to a minor. It was determined that the city alcoholic beverage license would be suspended for 15 (fifteen) consecutive days beginning August 15 and 4 (four) Sundays (September 4, 11, 18, and 25).

LICENSE SUPENSION

A charge was brought on July 22, 2005 in Waldorf, Maryland (Charles County), against the Ruby Tuesday restaurant located at 5000 Rie 301. The charge was a violation for serving alcohol to a minor. It was determined that the State alcoholic beverage license would be suspended for one (1) day, Monday September 12, 2005.

07 FEB 13 11:47 AM '20

Attachment to Question 20 – Form Questionnaire

As of May 31, 2005 Ruby Tuesday, Inc. owned and operated 579 full service restaurants.

Restaurants are operated throughout the United States.

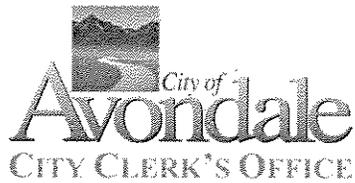
As Officer of these owned and operated restaurants, my name and title is provided to all licensing authorities.

In addition to holding an Officer position with Ruby Tuesday, Inc., I am also named Officer on Ruby Tuesday, Inc. subsidiary companies.

In addition to the above, our Franchise Group owns and operates 188 restaurants. Either directly or through subsidiary companies, Ruby Tuesday, Inc. owns membership interest.

Our operations continue to grow throughout the year with the addition of new corporate owned and franchise owned restaurants.

07 FEB 13 09:16:16 PM 200



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 16
- EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

APPLICANT'S NAME: H.J. LEWKOWITZ

BUSINESS NAME: RUBY TUESDAY

ADDRESS: 1035 NORTH AVONDALE BOULEVARD

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



 SIGNATURE 3/9/07

 DATE

 TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 2, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 16, 2006

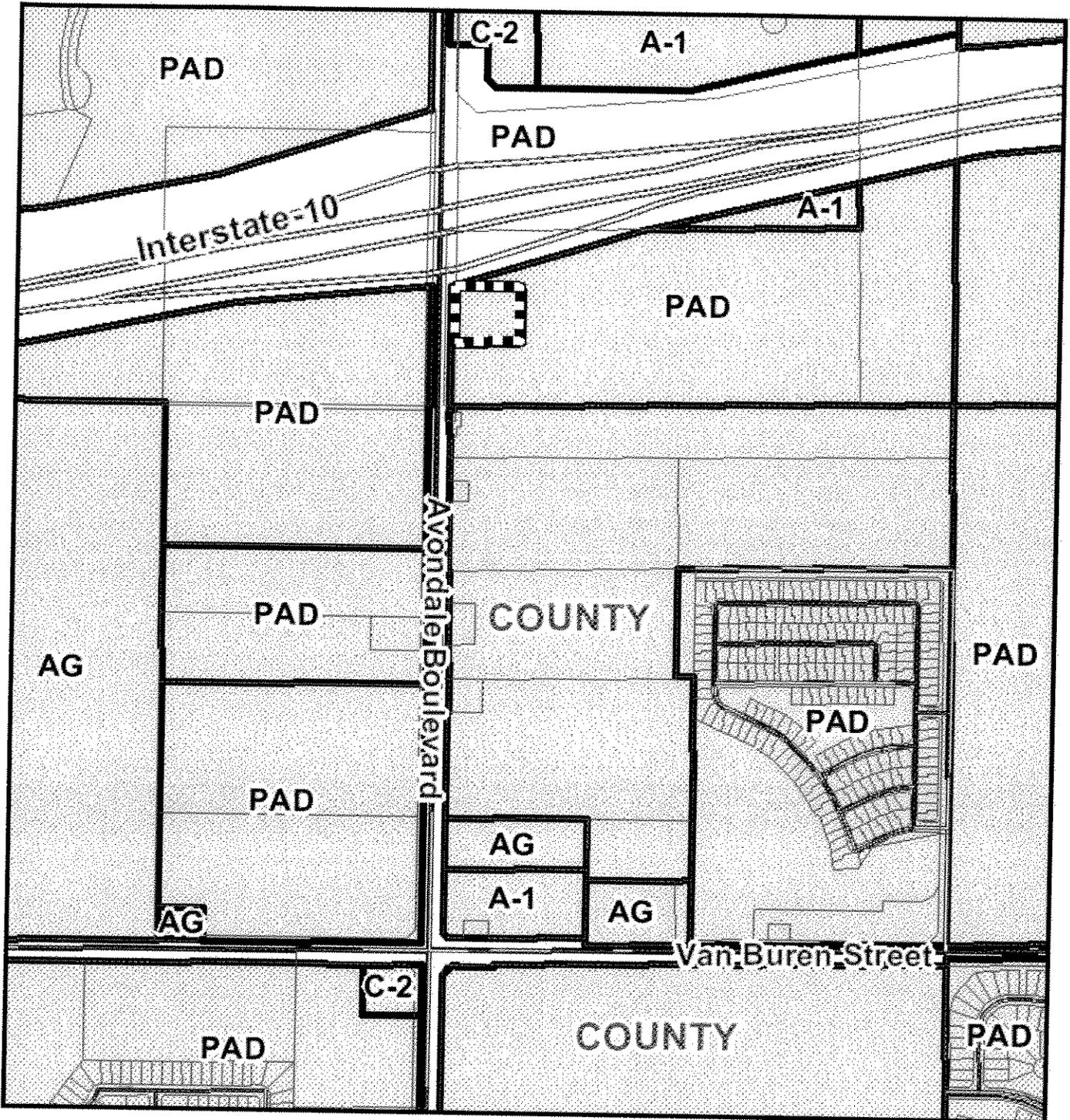


2006 Aerial



Ruby Tuesday





Zoning Vicinity Map



Ruby Tuesday





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 16
- EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT



APPLICANT'S NAME: H.J. LEWKOWITZ

BUSINESS NAME: RUBY TUESDAY

ADDRESS: 1035 NORTH AVONDALE BOULEVARD

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



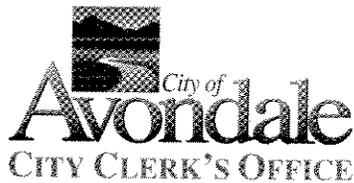
SIGNATURE
FIRE MARSHAL

TITLE

3/7/07

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 2, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 16, 2006



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 16
- EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

APPLICANT'S NAME: H.J. LEWKOWITZ

BUSINESS NAME: RUBY TUESDAY

ADDRESS: 1035 NORTH AVONDALE BOULEVARD

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



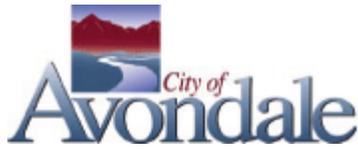
SIGNATURE


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 2, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 16, 2006



CITY COUNCIL REPORT

SUBJECT:
Appointment of Jim McDonald to South Mountain
Citizens Advisory Team

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Sammi Curless, Council Assistant (623)333-1613
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Mayor Lopez Rogers is requesting that the Council confirm the appointment of Jim McDonald to the South Mountain Citizens Advisory Team (SMCAT) to represent the interests of the City of Avondale as it pertains to the design and location of the South Mountain Freeway. Mr. McDonald will be replacing Jim Buster as Avondale's representative on the Team.

BACKGROUND:

The SMCAT was created more than four years ago to study and provide the Arizona Department of Transportation (ADOT) with recommendations, based on the views of the organizations the individual members represented. With the CAT returning to service this month, ADOT hopes for this to be the final leg of discussions and deliberations before the group makes a recommendation to ADOT's director in 2008.

At issue is the Pecos Road alignment – currently the only option under study for the eastern-leg of the freeway. Previously, the SMCAT reviewed options for the West Valley connection with I-10. This final year of review will include discussions on topics proposed by SMCAT members, to include impacts to South Mountain Park, system profile, drainage options, and air quality. SMCAT members are expected to represent the interests of their organization and, ideally, to participate in public meetings in the study area to further gather community input to bring into the SMCAT discussions. Other represented organizations include the Ahwatukee, Laveen and SouthwestValley chambers of commerce; HOAs; City of Phoenix Village Planning Committees (Ahwatukee, Estrella, Laveen and SouthMountain); Kyrene Elementary School District; Pecos Road Landowners Association; cities of Tolleson and Avondale; and the Sierra Club. The SMCAT is not a decision-making body but, rather, a community group designed to provide input in the form of a specific recommendation to ADOT's director as part of a broad, inclusive public-involvement strategy.

The SMCAT will reconvene in the coming months to evaluate the Eastside alternative(s) and a make final recommendation of build or no-build for the South Mountain Freeway.

DISCUSSION:

Mr. McDonald, an Avondale resident, would like to be considered for the position on the Advisory Team. Mr. McDonald is a current member of the City's Risk Management Trust Fund and the Parks & Recreation Advisory Boards. Mr. McDonald has been a resident of Avondale for two years and has become familiar with the transportation issues affecting Avondale. Mr. McDonald is interested in serving on the SMCAT to protect Avondale's interests in the completion of this important transportation project.

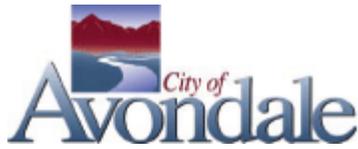
RECOMENDATION:

Staff recommends that the City Council confirm the appointment of Jim McDonald as Avondale's representative to the SMCAT.

ATTACHMENTS:

Click to download

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Reimbursement Agreement with Avondale Boulevard,
LLC

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: David Fitzhugh, Assistant City Manager 623-333-1014
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a reimbursement agreement with Avondale Boulevard, LLC in the amount of \$135,198.87 to increase a waterline from 12 inches to 16 inches and authorize the Mayor or City Manager and the City Clerk to execute the agreement documents.

BACKGROUND:

City engineering standards require developers install public water lines that will serve their property in adjoining public streets as necessary; 16-inch water lines in the the arterial streets and 12-inch water lines in major collector streets. The Summit at Avondale project was required to install a 12-inch water line in Garfield Street to fulfill this requirement. Staff evaluated the water demands for their project together with anticipated demands of future projects west of the Summit at Avondale. They determined that a 16-inch waterline was necessary, in place of the 12-inch normally required, to meet these future demands .

DISCUSSION:

Avondale Boulevard, LLC is the developer of the Summit at Avondale project. They installed the 16-inch water line, as requested, at a higher cost than they would have paid for the 12-inch water line. Staff reviewed documentation provided by the developer's general contractor and determined that their request to be valid. Staff recommends approval of the Reimbursement Agreement in the amount of \$135,198.87. (See Attached Reimbursement Agreement)

BUDGETARY IMPACT:

Funding for this reimbursement is in the 2006-2007 Water Development Capital Improvement Program, Water Oversize Buy-Ins/Developer Reimbursement, Line 514-1078-00-8510.

RECOMENDATION:

Staff is requesting that the City Council approve a reimbursement agreement with Avondale Boulevard, LLC in the amount of \$135,198.87 to incese a waterline from 12 inches to 16 inches and authorize the Mayor or City Manager and the City Clerk to execute the agreement documents.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



City of Avondale

City Managers Office
11465 W. Civic Center Drive, Suite 220
Avondale, Arizona 85323-6806
Phone: (623) 478-3001
Fax: (623) 478-3802
TDD: (623) 478-3494
Website: www.avondale.org

April 2, 2007

Mr. James W. Gilbert, Manager
Avondale Boulevard, LLC
777 East Missouri Avenue, Suite 119
Phoenix, Arizona 85014

Re: Reimbursement Agreement
Garfield Improvements

Dear Jim:

I am writing to follow up on a series of discussions that have taken place between representatives of the City of Avondale (the "City") and Avondale Boulevard, LLC, an Arizona limited liability company (the "Owner"), relating to 1,340 LF of water line improvements along Garfield Street, from Avondale Boulevard to 117th Avenue (the "Original Water Line"). In order to complete the Original Water Line, the Owner entered into that certain construction contract dated August 30, 2006, with Summit Builders Construction Company. The Original Water Line was designed at 12" to accommodate the development to occur on Owner's adjacent property. In order to serve other property in the area, the Original Water Line is required to be enlarged to 16" (the "Oversized Improvements") and the City has agreed to pay the increased cost to the Owner to enlarge the 12" water line to a 16" water line (the "Oversizing Costs"). It is in the City's best interest to cause the Oversized Improvements to be completed in conjunction with the Owner's work along Garfield Street to avoid (i) inconvenience to the public and (ii) the increased cost of completion at a later date.

In consideration for the City's agreement to repay the Owner for the Oversizing Costs, the Owner has agreed to (i) construct and install the Oversized Improvements in conjunction with the Original Water Line, in accordance with the construction documents prepared by Kimley Horn and Associates, dated September 21, 2006 and the revised plan set prepared by Kimley Horn and Associates dated December 7, 2006, and (ii) to submit its costs to the City for reimbursement. An estimate of the anticipated reimburseable costs is included herein as Exhibit A.

Upon substantial completion of the construction of the Oversizing Improvements, the Owner shall submit invoices and supporting documentation for the actual Oversizing Costs, consistent with the preliminary estimates set forth in Exhibit A, but in no event to exceed \$135,198.87, to

the City. The City shall pay up to 90% of all such invoices within 30 days of receipt thereof. The City shall release payment for the remaining 10% of the invoiced work within 30 days of receipt of a final invoice following the City's issuance of a final acceptance letter of the Oversized Improvements. Change orders that might occur during construction directly related to the Oversized Improvements must be pre-approved by the City. The City shall timely review and either reject or approve all change orders. In the event that the City fails to timely approve or reject a change order, the Owner shall have the right to proceed with the change order "at its own risk." In the event that the City rejects the change order, the Owner shall have the right but not the obligation to proceed with the change order at its own cost and expense.

I believe that this letter accurately sets out the agreement that was reached through discussions between the City and the Owner. If this letter is consistent with your understanding of the parties' agreement, 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, please do not hesitate to contact me at 623-333-1016.

Sincerely,

Charles P. McClendon
City Manager

ACCEPTED AND APPROVED:

AVONDALE BOULEVARD, LLC, an
Arizona limited liability company

By: _____
James W. Gilbert, Manager

EXHIBIT A
TO
REIMBURSEMENT AGREEMENT BETWEEN THE
CITY OF AVONDALE
AND
AVONDALE BOULEVARD, LLC

[Preliminary Estimates]

See following pages.

The Summit at Avondale - Additional Costs Due To Pipe Size Increases

Revised 3/20/2007

Approved Set 9/16

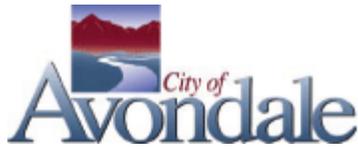
	Key Note	Bid Set 6/14			Key Note	Approved Set 9/16			Diff. QTY	QTY	Mat. UP	Lab. UP	Eq. UP	Sub. UP	Unit	Total Cost		
		C-11	C-12	C-13		QTY	C-2	C-3								QTY	Per Unit	TOTAL
Additional Materials due to the pipe size change from 12" to 16"																		
16" DIP CL 350 w/ Polywrap					25	1330	1340	1340	1,340	\$ 44.65					LF	\$ 44.65	\$ 59,833.53	
16x16" MJ x Flange Tee					16	1	1	1	1	\$ 1,588.42					EA	\$ 1,588.42	\$ 1,588.42	
16" MJ Sleeve					16	2	2	2	2	\$ 572.10					EA	\$ 572.10	\$ 1,144.20	
16" MJ x Flange V, B & C per M.A.G. STD. DET. 391-1-C					26	2	2	2	2	\$ 4,996.63					EA	\$ 4,996.63	\$ 9,993.26	
16"x16" Flange Tee					23	1	1	1	1	\$ 1,550.13					EA	\$ 1,550.13	\$ 1,550.13	
16"x 6" Flange Tee					3	1	1	1	1	\$ 1,611.15					EA	\$ 1,611.15	\$ 1,611.15	
16"x12" Flange Reducer					23	2	2	2	2	\$ 1,083.91					EA	\$ 1,083.91	\$ 2,167.82	
12"x10" MJ x Flange Tee					5		1	1	1	\$ 850.00					EA	\$ 850.00	\$ 850.00	
16"x6" MJ x Flange Tee					3,19	5	5	5	5	\$ 929.14					EA	\$ 929.14	\$ 4,645.68	
16" MJ 45° Bend					9	2	2	2	2,00	\$ 534.01					EA	\$ 534.01	\$ 1,068.02	
16" MJ x Flange Adaptor						2	2	2	2	\$ 423.77					EA	\$ 423.77	\$ 847.55	
16" DIP Fieldlock Gkt.					25	6	6	6	6	\$ 330.27					EA	\$ 330.27	\$ 1,981.63	
37" POLY TUBE 340' ROLL F/DIP					25	1360	1360	1360	1,360	\$ 0.82					EA	\$ 0.82	\$ 1,119.65	
16" MJ Acc.						20	20	20	20	\$ 63.77					EA	\$ 63.77	\$ 1,275.37	
16"x2" Water Service Connection per C.O.P SD P-1342					12	3	3	3	3	\$ 970.68					EA	\$ 970.68	\$ 2,912.03	
16" Vertical Realignment per MAG SD 370					Profile	1	1	1	1	\$ 4,423.33					EA	\$ 4,423.33	\$ 4,423.33	
ABC Bed & Shade 12" Above TOP						920	920	320	320	\$ 16.05					TN	\$ 16.05	\$ 5,134.97	
Additional Firehydrant on Avondale Blvd (Mat, Lab, Equip) 90 LF					3			90	90	\$ 34.69					LF	\$ 125.89	\$ 11,330.10	
																		\$ 113,476.84

	Key Note	Bid Set 6/14			Key Note	Approved Set 9/16			Diff. QTY	QTY	Mat. UP	Lab. UP	Eq. UP	Sub. UP	Unit	Total Cost		
		C-11	C-12	C-13		QTY	C-2	C-3								QTY	Per Unit	TOTAL
Streetwork / Hardscape Restoration related to Tie in to 16" Main & 16" Vert. Realign. on Avondale Sh. C2																		
Extra Qty required after Substracting QTY of Deleted 2nd Fireon Avondale Sheet C-11 Bid Set Breakdown																		
BARRICADES	3	6				12	12	6	6						Day	\$ 550.00	\$ 3,300.00	
SLURRY	3	35				150	150	115	115	\$ 121.06					CY	\$ 121.06	\$ 13,921.90	
Pipe Cut, Drain Water in Ex. Main	3					1	1	1	1		\$ 400.00	\$ 425.00			EA	\$ 825.00	\$ 825.00	
SHORING	3	1				2	2	1	1						EA	\$ 687.50	\$ 687.50	
A/C Pavement R&R per MAG SD 200 "T" Top		32				42	42	10	10						SY	\$ 137.50	\$ 1,375.00	
Additional Firehydrant on Avondale Blvd (Streetwork) 90 LF					3			90	90		\$ 24.00	\$ 43.34			LF	\$ 67.34	\$ 6,060.60	
(A) Labor & Equipments for Streetwork to install Vertical Realignment and Tie In to Ex. 16" Main																		
325 Cat. Excavator w/operator						48	48	48	48		\$ 112.00				HR	\$ 112.00	\$ 5,376.00	
Backhoe w/operator		30				78	78	48	48		\$ 78.00				HR	\$ 78.00	\$ 3,744.00	
Foreman w/Truck						48	48	48	48	\$ 85.00					HR	\$ 85.00	\$ 4,080.00	
Pipelayer		60				156	156	96	96		\$ 42.00				HR	\$ 42.00	\$ 4,032.00	
Water Truck w/ operator		30				78	78	48	48		\$ 71.00				HR	\$ 71.00	\$ 3,408.00	
(B) Additional Labor & Equipment required due to 1340 LF 16" Pipe Size Increase and additional length of 300 LF Total Added Length																		
325 Cat. Excavator w/operator						40	20	20	20		\$ 112.00				HR	\$ 112.00	\$ 2,240.00	
312 Cat. Excavator w/operator						40	20	20	20		\$ 82.00				HR	\$ 82.00	\$ 1,640.00	
HOE w/operator						40	20	20	20	\$ 78.00					HR	\$ 78.00	\$ 1,560.00	
Foreman w/Truck						40	20	20	20		\$ 85.00				HR	\$ 85.00	\$ 1,700.00	
Pipelayer						120	60	60	60		\$ 42.00				HR	\$ 42.00	\$ 2,520.00	
WATER TRUCK 2K w/operator						20	20	20	20		\$ 71.00				HR	\$ 71.00	\$ 1,420.00	
																		\$ 57,890.00

	Key Note	Bid Set 6/14			Key Note	Approved Set 9/16			Diff. QTY	QTY	Mat. UP	Lab. UP	Eq. UP	Sub. UP	Unit	Total Cost	
		C-11	C-12	C-13		QTY	C-2	C-3								QTY	Per Unit
Deleted Materials due to the pipe size change from 12" to 16"																	
12" DIP CL 350 w/ Polywrap	2		1270	995	2280	2	70	1050	1120	-1160	-1160	\$ 21.43			LF	\$ 21.43	\$ (24,861.24)
12" MJ V, B & C per M.A.G. STD. DET. 391-1-C	4		3	6	4	2	3	5	-1	-1	\$ 1,364.49				EA	\$ 1,364.49	\$ (1,364.49)
12"x8" Flange Tee	6			1	1			0	-1	-1	\$ 308.83				EA	\$ 308.83	\$ (308.83)
12"x8" MJ x Flange Reducer	17			1	1			0	-1	-1	\$ 666.08				EA	\$ 666.08	\$ (666.08)
12"x6" MJ x Flange Tee	3		4	3	7	3	2	2	-5	-5	\$ 306.05				EA	\$ 306.05	\$ (1,530.26)
12" MJ 90° Bend	8		1		1			0	-1	-1	\$ 211.84				EA	\$ 211.84	\$ (211.84)
12" MJ Acc.			16					0	-16	-16	\$ 24.26				EA	\$ 24.26	\$ (388.11)
Polywrap					1240			0	-1240	-1,240	\$ 0.43				LF	\$ 0.43	\$ (533.20)
12" Water Line (quantity reduction)					80			0	-80	-80	\$ 66.00				LF	\$ 66.00	\$ (5,280.00)
12"x2" Water Service Connection per C.O.P SD P-1342	12		2					0	-2	-2	\$ 511.96				EA	\$ 511.96	\$ (1,023.93)

SUB. TOTAL

TOTAL \$ 135,198.87



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Tristar Engineering and Management, Inc. - McDowell Road Sidewalk Improvement Project

MEETING DATE:

April 2, 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 Tristar Engineering and Management, Inc. to provide design services for the McDowell Road Sidewalk improvements in the amount of \$99,993; authorize the transfer of \$64,993 from the NPDES Street Line Item 304-1015-00-8420 to the McDowell Road Sidewalks Line Item 304-1126-00-8001; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The 2006-2011 Capital Improvement Program (CIP) includes improvements to the north side of McDowell Road by constructing curb, gutter, sidewalk, streetlights, and water and sewer taps. The CIP planned for the project design in Fiscal Year 2007 and construction in Fiscal Year 2008. Due to the availability of Federal Congestion Mitigation and Air Quality funds through the Maricopa County Association of Governments, staff is prepared to advance the design of this project.

This project will provide professional engineering services to design a pedestrian corridor along the north side of McDowell Road improving access from existing residential neighborhoods to FriendshipPark.

Upon completion, this project will provide:

- Street improvements from 123rd Avenue to the existing Agua Fria Bridge (see attached vicinity map)
- Safe pedestrian access and continuity from 123rd Avenue to the Agua Fria Bridge
- Safe access from Friendship Park to the north side of McDowell Road
- Connectivity to the City of Avondale's future multi-use trail system

Other elements of this project include:

- Design concept report
- Environmental report
- Street lighting along the north side of McDowell Road
- Water and sewer stub-outs for future construction
- Signal modification at McDowell Road and FriendshipPark
- Drainage improvements
- Signage and pavement markings

Staff requested a cost proposal from Tristar Engineering and Management, Inc. and on February 14, 2007 a proposal was received in the amount of \$99,993.

DISCUSSION:

The scope of services for this project includes:

- Design Survey
- Geometric Analysis and Design

- Lighting Analysis and Design
- Drainage Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

Staff reviewed a list of pre-qualified firms and found Tristar Engineering and Management, Inc. to be the best qualified to provide engineering design consulting services for this project. Staff contacted references and found that Tristar Engineering and Management, Inc. is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Tristar Engineering and Management, Inc. provided a scope of work and fee for engineering services for the delivery of plans, specifications, and an engineer's estimate for McDowell Road sidewalk improvements which was negotiated by staff resulting in a contract fee of \$99,993 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:

Notice-to-Proceed – April 2007

Final Design – November 2007

Construction:

Bid Award – January 2008

Begin Construction – February 2008

End Construction – September 2008

BUDGETARY IMPACT:

The project is partially funded through a grant of Congestion Mitigation and Air Quality (CMAQ) funds by Maricopa County Association of Governments in the amount of \$194,180 available in FY 2008. During last fall's end of the year close-out process, the City requested and MAG approved the advancement of \$50,000 of our approved CMAQ funds to initiate the design of the project. These funds will reimburse the City for our costs up to the \$50,000 limit approved for this year.

The current year approved CIP does not include funding for this project. However since we were able to advance CMAQ funds, staff proposes to fund the design contract through the following line items and requests Council approval to transfer funds to this project as follows:

- \$35,000 in the Grants Match Line Item 209-5100-6990
- \$64,993 will need to be transferred from the NPDES Street Line Item 304-1126-00-8001 to the McDowell Road Sidewalks Line Item 304-1126-00-8001

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Tristar Engineering and Management, Inc. to provide design services for the McDowell Road improvements in the amount of \$99,993, authorize the transfer of \$64,993 from the NPDES Street Line Item 304-1015-00-8420 to the McDowell Road Sidewalks Street Line Item 304-1126-00-8001, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[☐ Vicinity Map](#)

[☐ Professional Services Agreement](#)

VICINITY MAP



January 2007 - GIS / MAPPING SECTION

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRISTAR ENGINEERING AND MANAGEMENT, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of March 20, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Tristar Engineering and Management, Inc., 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 pedestrian improvements to McDowell Road from the Aqua Fria River easterly to 123rd Avenue (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 October 16, 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 \$99,993.00 for the Services as set forth 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 over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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: Tristar Engineering and Management, Inc.
P.O. Box 35278
Phoenix, Arizona 85069-5278
Facsimile: 602-288-5592
Attn: Vaughn P. Bennett, P.E.

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”

TRISTAR ENGINEERING AND
MANAGEMENT, INC.,
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 TRISTAR
ENGINEERING AND MANAGEMENT, INC., 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
TRISTAR ENGINEERING AND MANAGEMENT, INC.

[Scope of Work]

See following pages.



January 30, 2007

Mr. Charles Andrews, PE
Senior Project Manager
City of Avondale Engineering Dept.
11465 W. Civic Center Drive
Avondale, AZ 85323-6804

Re: Scope of Work and Fee Proposal
McDowell Road Pedestrian Improvements
Aqua Fria River to 123rd Ave.

Dear Mr. Andrews:

Thank you for the opportunity to present this Scope of Work and Fee Proposal to prepare construction documents for pedestrian improvements to McDowell Road from the Aqua Fria River easterly to 123rd Ave.

Attached is a revised Scope of Work based on or recent conversations. Generally the project consists of independent engineering investigations, performance of engineering analyses and design, coordination of the proposed improvement design with utility companies; preparation of a Design Concept Report and environmental documentation, construction plans and specifications, bidding schedules and cost estimates for improvements to McDowell Road for approximately 2900 feet. The design will include curb and gutter, sidewalk, street lights, storm water drainage and pavement striping on the north side of McDowell Road within the project limits.

We propose to complete the Scope of Work for a lump sum fee of **\$99,993.00 (Ninety Nine Thousand Nine Hundred Ninety-three and no/100 dollars)**.

We hope you find this Scope of Work and Fees acceptable. Should you have any questions, feel free to contact me at 602.288.5597 or via e-mail at vbennett@tristar-az.com. We look forward to working with you and the City of Avondale on this project.

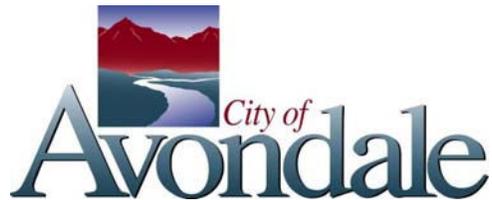
Sincerely,
Tristar Engineering & Management

A handwritten signature in blue ink that reads "Vaughn P. Bennett".

Vaughn P. Bennett, P.E.
Roadway Design Manager

10625 N. 25th Avenue, Suite 103, Phoenix, AZ 85029
Mailing Address: PO Box 35278, Phoenix, AZ 85069-5278
Tel: (602) 288-5594 Fax: (602) 288-5592

Engineering Scope of work and Fee Proposal



McDowell Road (Aqua Fria River to 123rd Ave.) Curb/Gutter and Sidewalk Design



January 2006

ENGINEERING SCOPE OF WORK

1. BACKGROUND

The project is located on McDowell Road from the Agua Fria River bridge easterly approximately 2900 feet to near 123rd.

Generally the project consists of independent engineering investigations, performance of engineering analyses and design, coordination of the proposed improvement design with utility companies; preparation of a Design Concept Report, construction plans and specifications, bidding schedules and cost estimates for improvements to McDowell Road for approximately 2900 feet.

The design will include curb and gutter, sidewalk, street lights, storm water drainage and pavement striping along the north side of McDowell Road within the project limits.

The project also consists of coordination efforts with project ST2006-TMP289, McDowell Road Pedestrian Crossing which is being completed by A Dye Design. Part of the coordination efforts include providing survey for the project along both sides of the roadway from the traffic signal located at Friendship Park to the center of the Aqua Fria River.

2. GENERAL REQUIREMENTS

2.1 CMAQ Funding Requirements

- 2.1.1 Since CMAQ funding is being utilized for this project, applicable ADOT standards shall be used.
- 2.1.2 A Design Concept Report (DCR) will be required and will follow ADOT's Project Development Guide.
- 2.1.3 An Environmental Determination will be required and will follow ADOT procedures.
- 2.1.4 A Material Memorandum will be prepared to comply with the ADOT format.
- 2.1.5 Environmental, right-of-way and utility clearance memorandums will be required and will follow ADOT's format.

2.2 DESIGN STANDARDS – All work shall conform to:

- 2.2.1 The M.A.G. Standard Specifications and Details with revisions through 2004.
- 2.2.2 The latest City of Avondale Standard Details and Specifications.
- 2.2.3 Applicable ADOT Standard Details and Specifications.
- 2.2.4 Other applicable specifications and details required by a governmental agency or utility company.

3. ENGINEERING INVESTIGATIONS

3.1 DATA COLLECTION

3.1.1 Tristar Engineering & Management (Consultant) shall:

- 3.1.1.1** Visit the site with the City's Project Manager and other team members, prior to commencement of the work to insure an onsite understanding of the nature of the work.
- 3.1.1.2** Obtain all available aerial mapping, studies, laboratory tests, records, and right-of-way information.
- 3.1.1.3** Verify GIS data, as-built plans, and utility information.
- 3.1.1.4** It shall be the responsibility of the Consultant to determine, request and obtain specific data and information needed to perform the work. The Consultant shall provide all necessary research and data collection required determining and identifying all existing project area utilities.
- 3.1.1.5** All data obtained from the City shall be provided at no cost to the Consultant.

4. UTILITY COORDINATON

- 4.1** The Consultant shall coordinate with utility companies and other agencies to incorporate existing and proposed utility facilities into the construction plans as necessary. All existing and proposed utilities shall be shown in the plan and profile on the preliminary and final construction plans. The Consultant shall notify and coordinate the utilities in accordance with the AUCC "Public Improvement Project Guide". Initial contact with utility companies shall be made under the data collection task as record drawings are being collected.
- 4.2** The Consultant shall be responsible for field verifying the horizontal and vertical locations of all utilities within the project limits. Utility base maps prepared by the Consultant, detailing all existing data, shall be transmitted to the utility companies for verifications and comment concerning the utility locations. Their comments shall be incorporated into the base maps.
- 4.3** At each plan submittal the Consultant shall provide each utility company with a two complete set of plans for their review, a timeline (schedule) and a conflict/no conflict letter.

- 4.4 For each submittal to the utility companies the Consultant shall provide the City's project manager with a written record of receipt.
- 4.5 Project plans will not receive final approval until all utility clearance letters have been received.
- 4.6 Potholing existing utilities is not part of the project scope. If, during the design process, it is determined that potholing is needed, it shall be covered under an allowance.

5. MEETING PARTICIPATION

- 5.1 As part of the contractual relationship with the City, the Consultant shall attend, prepare agenda and take notes at the meetings outlined herein. The notes shall be furnished to the City's Project Manager in the form of minutes. The notes shall address action items and the responsible parties. The City's Project Manager shall review and approve all meeting notes.
- 5.2 Project Status/Coordination: The Consultant shall attend one kick-off meeting and two progress meetings with the City's Project Manager and other key team members to keep the City abreast of the project status and gather information for systems and components desired by the City.
- 5.3 Agency Coordination: The Consultant shall organize and attend comment resolution meetings with ADOT following the review at plan Stage II, III, and IV.
- 5.4 A Public Open House may be included as part of this project and will be paid for through and allowance. Consultant shall prepare exhibits for the open house and attend to provide assistance to City staff.

6. ENGINEERING ANALYSIS AND DESIGN

- 6.1 SURVEY
 - 6.1.1 The topographical survey shall include the area bounded by the existing right-of-way on both the north and south sides of the roadway and from the centerline of the Aqua Fria River to near 123rd Ave.
 - 6.1.2 Check & verify horizontal and vertical control
 - 6.1.3 Establish new control as needed

- 6.1.4 Topographic survey to include existing vegetation, manholes, street lights, traffic signals, signing, curb and gutter, sidewalk, drainage structures, utility boxes, overhead lines and poles, driveways, fences, blue stake markings, buildings, etc.
- 6.1.5 Top of nut elevations on valves and hydrants
- 6.1.6 Invert elevations on manholes and drainage structures
- 6.1.7 Cross sections at 100' intervals and at relevant grade breaks
- 6.1.8 Shots taken at centerline/crown line, curb and gutter, edge of pavement, sidewalk, existing and new right-of-way
- 6.1.9 Tie centerline of McDowell to Section line monuments
- 6.1.10 Horizontal and Vertical control based on City of Avondale datum with at least two temporary Benchmarks within project limits(in area not to be disturbed)
- 6.1.11 Topographic base maps in AutoCAD format at 1"=20' scale
- 6.1.12 Survey data to be in ASCII Point file with associated survey codes and 3D drawing file to
- 6.1.13 Include break lines and DTM
- 6.1.14 Verify McDowell Road right of way within project limits
- 6.1.15 Define intersection of Avondale Friendship Park
- 6.1.16 Office calculations
- 6.2 RIGHT OF WAY
 - 6.2.1 The Consultant shall research and verify the McDowell Road right of way within the project limits.
- 6.3 GEOTECHNICAL INVESTIGATION
 - 6.3.1 A geotechnical Investigation will be included as part of this project.
 - 6.3.2 Refer to Scope of Services from Ninyo & Moore Geotechnical and Environmental Sciences Consultants.
- 6.4 DRAINAGE
 - 6.4.1 A drainage memorandum will be prepared as part of this project.
 - 6.4.2 The Consultant will determine volumes of storm water to be conveyed through existing roadway ditch. The method of conveyance will be determined during the development of the project. The conveyance could be either through a scupper or a catch basin with an outlet to the ditch.

6.5 TRAFFIC SIGNAL PEDESTRIAN FIXTURE

6.5.1 Modification of the traffic signal pedestrian fixture will be included as part of this project.

6.5.2 Refer to Scope of Services from SW Traffic Engineering.

6.6 PAVEMENT MARKINGS

6.6.1 Modification of the existing pavement markings will be included as part of this project.

6.6.2 Refer to Scope of Services from SW Traffic Engineering.

6.7 STREET LIGHTING

6.7.1 Street lighting will be included as part of this project.

6.7.2 Refer to Scope of Services from SW Traffic Engineering.

6.8 LANDSCAPING

6.8.1 Landscaping plans will not be a part of this project.

6.9 PUBLIC INFORMATION MEETING

6.9.1 A public information meeting will not be a part of the project.

6.10 ENVIRONMENTAL

6.10.1 Refer to Scope of Work from SWCA Environmental Consultants.

7. DESIGN CONCEPT REPORT

7.1 GENERAL INFORMATION

7.1.1 This task shall consist of the preparation of a Design Concept Report

7.1.2 The DCR will follow the format and development procedures for Design Concept Reports identified in ADOT's "Report Development Guide for Consultants" dated June 2002.

8. CONSTRUCTION CONTRACT DOCUMENTS

8.1 GENERAL INFORMATION

8.1.1 This task shall consist of the preparation of design drawings and technical specifications to construct roadway improvements which may include, but not be limited to new asphalt pavement, curb and gutter, drainage, street light, minor signal modifications, and utilities impacted by improvements within the existing right of way.

8.1.2 We estimate the plan set to consist of the following:

- 1 – Face Sheet
- 1 – ADOT Std. Drawing Sheet
- 2 – Design Sheet
- 1 – Geometric Sheet
- 1 – Typical Cross Section Sheet
- 2 – Downdrain Detail Sheets
- 4 – Plan Sheets at 1" = 20' (No Profiles)
- 2 – Detail Sheets
- 4 – Erosion Control Plan Sheets
- 2 – Erosion Control Details
- 4 – Traffic Sheets

8.2 Engineer shall provide the following plan submittals:

8.2.1 STAGE II SUBMITTAL (30% Documents)

8.2.1.1 Preliminary plan and profile for the roadway improvements at 1"=20' horizontal and 1"=2' vertical scale.

8.2.1.2 Roadway typical section

8.2.1.3 Roadway cross sections at 100 feet intervals

8.2.1.4 Materials submitted to the City:

Five (5) complete sets of plans (22" x 34")

8.2.2 STAGE III SUBMITTAL (60% Documents)

8.2.2.1 The second submittal is a 60% design identifying the roadway typical section, plan and profile, drainage details, lighting design, signal modification, pavement markings.

8.2.2.2 Completed design for the roadway improvements

8.2.2.3 Construction cost estimate

8.2.2.4 Preliminary draft of special provisions and technical specifications

8.2.2.5 Materials submitted to the City:

Previous City redlines and annotated review comments
Five (5) complete sets of plans (22" x 34")
Five (5) construction cost estimates
Five (5) draft special provisions

8.2.3 FINAL SUBMITTAL (100% Documents)

8.2.3.1 The final submittal is a completed package to the City for final plan review. The drawings shall be fully completed in accordance with the Scope of Work. Any previous comments shall be resolved and final documents stamped by a professional Engineer registered in the State of Arizona shall be submitted. The Special Provisions shall be complete to allow for final review and comment. All previous City redlined materials shall be returned to the City respectively, for final review.

8.2.3.2 Final plans

8.2.3.3 Final detailed construction cost estimate

8.2.3.4 Final special provisions

8.2.3.5 Materials submitted to the City:

Previous City redlines and annotated review comments
One (1) complete set of sealed mylars (22" x 34")
One (1) complete set of final specifications
Electronic File (AutoCAD and MS Word/Excel) of project documents

9. POST DESIGN ASSISTANCE

9.1 Attend the pre-construction conference with the City.

9.2 Provide information to contractors and answer questions, as required.

9.3 Provide response to Requests for Information (RFI's). This will be paid for through an allowance.

10. PROJECT SCHEDULE

10.1 The following schedule has been developed as a guide and is indexed to the Notice to Proceed date. A detailed project schedule will be developed following receipt of a Notice to Proceed.

Event	Time Frame
Notice to Proceed	NTP + 0
Data Collection	NTP + 3 weeks
Fatal Flaw Analysis (Environmental Determination)	NTP + 5 weeks
Draft Design Concept Report	NTP + 6 weeks
Agency Review of Draft DCR (4 weeks)	NTP + 10 weeks
Draft Environmental Determination	NTP + 12 weeks
Agency Review of ED (4 weeks)	NTP + 16 weeks
30% Plan Submittal	NTP + 15 weeks
Agency Review of 30% Plans (3 weeks)	NTP + 18 weeks
Final Environmental Determination	NTP + 20 weeks
Final Design Concept Report	NTP + 20 weeks
60% Plan Submittal	NTP + 23 weeks
Agency Review of 60% Plans (3 weeks)	NTP + 26 weeks
Submit Final Plans	NTP + 30 weeks

10.2 DESIGN CONSULTANT shall adhere to the final production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

*** End Scope of Work ***

SUBCONSULTANT SCOPES OF WORK

Our Owners...

John Patterson, PE
President
Steve Bruflat, PE
Exec Vice President
Barry Brown, PE
Vice President

Our Services...

**Construction
Administration &
Inspection**

- Resident Engineering
- Civil Inspection
- Field Office Administration
- Electrical Inspection

Survey

- Topographic
- Right of Way
- Boundary
- Construction Staking
- Aerial Control
- As-Built Drawings
- ALTA/ACSM Land Title Survey

Right of Way

- Planning
- Acquisitions
- Relocation Assistance
- Easements
- Appraisals

Permit Processing

Civil Engineering

**Computer Aided
Design (CAD)**

January 19, 2007

Vaughn Bennett
TRISTAR
10625 North 25th Avenue, Suite 103
Phoenix, Arizona 85029

Re: Topographic Survey Proposal McDowell Rd. at Avondale Friendship Park including topo to centerline of Aqua Fria River

Thank you for giving CEI the opportunity to propose on the topographic survey needed for the above referenced project. CEI has vast experience in this type of project. We have multiple survey crews that provide our clients with the service that is needed for each project.

Following is a complete Scope of Services:

- 1) Check & verify horizontal and vertical control
- 2) Establish new control as needed
- 3) Topographic survey to include existing vegetation, manholes, street lights, traffic signals, signing, curb and gutter, sidewalk, drainage structures, utility boxes, overhead lines and poles, driveways, fences, blue stake markings, buildings, etc.
- 4) Top of nut elevations on valves and hydrants
- 5) Invert elevations on manholes and drainage structures
- 6) Cross sections at 100' intervals and at relevant grade breaks
- 7) Shots taken at centerline/crown line, curb and gutter, edge of pavement, sidewalk, existing and new right-of-way
- 8) Tie centerline of McDowell to Section line monuments
- 9) Horizontal and Vertical control based on City of Avondale datum with at least two temporary
- 10) Benchmarks within project limits(in area not to be disturbed)
- 11) Topographic base maps in AutoCAD format at 1"=20' scale
- 12) Survey data to be in ASCII Point file with associated survey codes and 3D drawing file to
- 13) Include break lines and DTM
- 14) Verify McDowell Road right of way within project limits
- 15) Define intersection of Avondale Friendship Park
- 16) Office calculations

TRISTAR

The total fee for this project is Seven Thousand, Eight Hundred Fourteen Dollars (\$7,814.00). This fee only includes everything outlined above.

Additional field work will be billed at the rate of \$140.00/hr.

CEI has a team of survey professionals that exhibit the administrative, professional and technical skills that are necessary to complete this project in a competent and timely manner. Once we've received a Notice to Proceed, we can start on this project immediately.

Once again, thank you for allowing us to submit this proposal to **TRISTAR** and we at **CEI** look forward to working with you on this project and seeing its completion.

Respectfully,

CONSULTANT ENGINEERING, INC.

Marvin G. Lovlein, RLS
Vice President and Survey Manager

RECEIVED
NOV 27 2006

October 5, 2006
(Revised November 22, 2006)
Proposal No. P-91578

Mr. Vaughn Bennett, P.E.
Tristar Engineering and Management, Inc.
10625 North 25th Avenue, Suite 103
Phoenix, Arizona 85029

Subject: Proposal to Perform Geotechnical Evaluation
McDowell Road Pedestrian Walkway
Avondale, Arizona

Dear Mr. Bennett:

Pursuant to your request, Ninyo & Moore is pleased to submit this proposal to perform a geotechnical engineering evaluation for the above-mentioned project. This proposal is based on our discussions with you and review of the site plan you provided. This proposal presents our scope of services, estimated fee, project assumptions, and anticipated schedule.

The McDowell Road Pedestrian Walkway is an approximate 3,000 foot long walkway along the north side of McDowell Road between the east abutment of the Agua Fria River Bridge and 123rd Avenue. Additional features include curb and gutter, street lights, drainage, striping, and traffic signal modifications. McDowell Road, at this site, is constructed on an embankment section along an S-curve with a super-elevated roadway. Numerous surface drainage features dissect the proposed sidewalk between the bridge and the Friendship Park entrance road to the east.

SCOPE OF SERVICES

The scope of services we will perform for this project is outlined below:

- We will review available and published geological and soils data for conditions in the project area.
- We will establish the boring locations in the field based on the information obtained from your office and contact Arizona Blue Stake prior to drilling.
- We will auger four (4) borings using auger drilling equipment. These borings will extend about 3 feet below the ground surface. We will collect soil samples in the borings for laboratory testing and analysis.

- We will perform laboratory soil testing that will generally consist of moisture content and dry densities, grain-size (sieve) analyses, Atterberg limits, and corrosion testing.
- We will prepare one evaluation report to include logs of the exploratory borings and results of the laboratory testing. The report will be sealed by a Professional Engineer licensed in the State of Arizona. The report will include a summary of our findings, and will contain an Arizona Department of Transportation (ADOT) style Pavement Design Summary. An appendix will include an ADOT style Materials Design Memorandum.

FEE ESTIMATE

We propose to perform the work scope described above for an estimated lump sum fee of \$4,900 (four thousand nine hundred dollars). Any additional services not included in the aforementioned scope will be charged on a time and materials basis in accordance with the fees attached. However, we will notify you if any additional services or charges are appropriate.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

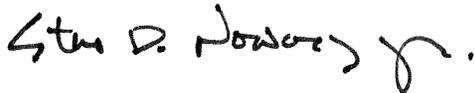
- The borings will be advanced with hand operated equipment.
- Site access will be granted.
- No pavement coring is needed.
- The boreholes can be backfilled with the drilling spoils.
- No traffic control measures will be needed.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.
- Coordination with ADOT's Local Government Section and Materials Group will be limited to 5 hours total.

SCHEDULING

We can initiate the field work within about one week from receipt of the Notice to Proceed. The anticipated field work should take about one-half day to finish, and the scheduled laboratory testing could be finished in about one week thereafter. After the laboratory work is done, the report can typically be finished in about two weeks.

If this proposal meets with your approval, please sign the attached Work Authorization and Agreement or provide an engagement letter, purchase order, or other convenient authorization vehicle. Thank you for the opportunity to submit this proposal.

Sincerely,
NINYO & MOORE



Steven D. Nowaczyk, P.E.
Principal Engineer



G. Bruce Kay, P.E.
Principal Engineer

SDN/GBK/

Attachments: Schedule of Fees
Work Authorization and Agreement

Distribution: (1) Addressee

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 140
Senior Engineer/Geologist/Environmental Scientist.....	\$ 125
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 115
Project Engineer/Geologist/Environmental Scientist.....	\$ 110
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 95
Staff Engineer/Geologist/Environmental Scientist.....	\$ 90
GIS Analyst.....	\$ 90
Field Operations/Project Manager.....	\$ 80
Technical Illustrator/CAD Operator.....	\$ 65
Supervisory Technician.....	\$ 65
Special Inspector (NDT).....	\$ 65
Special Inspector (Structural Steel, Concrete, Masonry, and Fireproofing).....	\$ 64
Senior Field/Laboratory Technician.....	\$ 64
Field/Laboratory Technician.....	\$ 59
Geotechnical/Environmental/Laboratory Assistant.....	\$ 47
Information Specialist.....	\$ 47
Data Processing, Technical Editing, or Reproduction.....	\$ 45

OTHER CHARGES

Expert Witness Testimony.....	\$ 325/hr
Rebar Locator (Micro Covermeter).....	\$ 150/day
Inclinometer Usage.....	\$ 150/day
Coring Machine Usage (includes technician).....	\$ 130/hr
PID/FID Usage.....	\$ 125/day
Hand Auger Kits (includes 10 soil sample kits).....	\$ 100/day
Water Level Meter Usage.....	\$ 40/day
Floor Flatness Equipment.....	\$ 35/hr
Vapor Emission Kits.....	\$ 35/kit
Conductivity/pH Meter Usage.....	\$ 30/day
Nuclear Gage Usage.....	\$ 10/hr
Field Vehicle Usage.....	\$ 10/hr
Mileage.....	\$.50/mile
Direct Project Expenses.....	Cost plus 15%
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and all day on holidays. Lead time for any requested service is 24 hours. Special Inspector and Field Technician rates are based on a 3-hour minimum charge. Field personnel are charged portal to portal. The given rates do not apply to projects that are subject to Davis Bacon/prevailing wage provisions.

INVOICES

Invoices will be rendered monthly unless otherwise arranged, and are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days. Attorney fees or other costs incurred in collecting delinquent accounts will be paid by the client.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

November 27, 2006

Mr. Vaughn Bennett, PE
Project Manager
Tristar Engineering and Management, Inc.
10625 North 25th Avenue, Suite 103
Phoenix, Arizona 85029

Re: Revised Proposal for Environmental Services for McDowell Road Improvement Project, City of Avondale, Maricopa County, Arizona

Dear Mr. Bennett:

SWCA Environmental Consultants (SWCA) is pleased to provide this revised proposal for environmental services for work along the north side of McDowell Road, between the Aqua Fria River and 123rd Avenue in the City of Avondale, in Maricopa County, Arizona. It is our understanding that SWCA is to provide a Categorical Exclusion for the construction and installation of sidewalk, curb & gutter, streetlights, and drainage features.

SWCA would conduct pre-field activities such as agency coordination with resource/land management agencies, archaeological site file searches, literature reviews, and Phase I Environmental Site Assessment records reviews.

SWCA will conduct field-level studies, including field reconnaissance, vegetation mapping, threatened and endangered species surveys, Class III archaeological surveys, reconnaissance-level historic-property surveys, Phase I Environmental Site Assessment site visits, land use evaluations, etc.

Upon completion of pre-field and fieldwork, SWCA will prepare the necessary documentation to demonstrate environmental compliance in the format suitable for submission to ADOT.

Full details of the proposed tasks are attached. We propose to conduct these tasks on a Fixed-Fee basis for **\$8,890.00**.



SWCA appreciates the opportunity to work with Tristar Engineering, Inc. on this project. SWCA is available to start work on the project immediately upon receipt of a notice to proceed. Please don't hesitate to call Jeff Connell or myself if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, which appears to read "Ralph Ellis". The signature is written in a cursive, flowing style.

Ralph Ellis
Senior Environmental Planner/Project Manager

Enc:



SCOPE OF WORK

Environmental Services for McDowell Road Improvement Project City of Avondale, Maricopa County, Arizona

Task 1. ADOT Categorical Exclusion

This task requires specific environmental studies, evaluation and assessments. SWCA will conduct all analysis necessary for the City of Avondale to meet ADOT's environmental requirements for a categorical exclusion.

Subtask 1. Cultural Resource Survey

SWCA will examine the files in the Arizona Department of Transportation (ADOT) HPT Portal and at the Arizona State Historic Preservation Office (SHPO) to determine the location of any previous archaeological sites or archaeological work in the project area and within one mile. Additionally, the AZSite database, which includes records from the Arizona State Museum (ASM), the Arizona State University (ASU), and the Bureau of Land Management (BLM), will be checked. National, State, and Local Registers of Historic Places will be searched for historic properties or districts within one mile of the project area. The one-mile radius for this site file search is established in accordance with SHPO reporting standards (SHPO Standards for Conducting and Reporting Cultural Resource Surveys on State Lands IV.E.4.b).

This search will be conducted prior to the field survey, in order to determine the presence and location of any previously documented sites or cultural resource inventories in the project area and within one mile. Information documenting this search and the results will be provided in the summary report.

SWCA will conduct an archaeological survey of the ROW (2900 ft long × 100 ft wide), adhering to survey methods established by the Arizona State Museum (ASM). These standards include covering the area with one or more qualified archaeologists in transects spaced not more than 20 meters apart. During the inventory, any identified archaeological sites will be mapped to scale and fully recorded according to ASM guidelines. SWCA will evaluate the significance of all identified historic and prehistoric resources in terms of eligibility to the State and National Register of Historic Places. The survey area will not exceed 10 ac.

Following completion of the fieldwork, SWCA will prepare a summary report including the Project Description, Environmental Setting, Background Research, Methodology, Results of Investigations, Conclusions and Recommendations, and References Cited. The report will

Subtask 3. Complete Categorical Exclusion

SWCA would conduct pre-field activities such as agency coordination with resource/land management agencies and Phase I Environmental Site Assessment records reviews. This effort not only fulfills statutory obligations but also allows for more effective fieldwork by ensuring accurate and up-to-date information prior to field effort.

SWCA will conduct field-level studies, including field reconnaissance, vegetation mapping, Phase I Environmental Site Assessment site visits, land use evaluations, etc.

Upon completion of pre-field and fieldwork, SWCA will prepare the necessary documentation to demonstrate environmental compliance in the format suitable for submission to ADOT.

Estimated Fixed-Fee Cost for Completion of Categorical Exclusion: \$4,132.00



McDowell Road Pedestrian Improvements

SCOPE OF SERVICES

14 February 2007

SouthWest Traffic Engineering's (SWTE) proposed fee to prepare traffic signal pedestrian fixture plans, traffic signal pedestrian fixture special provisions, roadway lighting, roadway signing, and pavement marking plans for the McDowell Road Pedestrian Improvements are based on the following tasks. These tasks were developed from our experience on similar projects, review of the proposed scope of work provided by Tristar Engineering & Management (Tristar) on 2 October 2006, and comments to the original Scope of Services.

General Information:

- The length of the McDowell Road Pedestrian Improvement project is approximately 2,900 feet extending east from the Aqua Fria Bridge to the existing sidewalk near 123rd Avenue. The project is located across from Friendship Park on the north side of McDowell Road in Avondale, Arizona.
- The Traffic Engineering design plans will be incorporated into the overall plan set.
- City of Avondale Design Guidelines and Standards will be followed for all Traffic Engineering design tasks.

Site Reconnaissance/ Data Collection:

- SWTE will visit the project site, with Tristar and Avondale staff, and collect data to include lane configurations, traffic control devices, and obtain an onsite understanding of the nature of the proposed roadway lighting, crosswalk, and pedestrian heads and push buttons.
- Tristar will provide SWTE with any available As-Builts of the existing roadway and traffic signal, complete 2-D topographic survey of the project area, and a base plan, in electronic format of the roadway including all proposed sidewalk facilities, existing pavement markings, edge of existing pavement, and existing utilities.

Roadway Lighting Design:

- SWTE will perform a point by point lighting analysis along McDowell Road, within the project limits, that will define the necessary light pole placement. The lighting analysis will include both sides of McDowell Road in order to obtain proper roadway light pole spacing. An initial technical memorandum summarizing the analysis will be prepared and submitted with the 60% plan submittal for review. A final memorandum will be submitted with the final plans.



- **SWTE** will prepare double-stacked roadway lighting plan sheets at a scale of 1-inch equals 40 feet for McDowell Road (2 plan sheets). The plan sheets will extend approximately 500 feet beyond the construction limits to incorporate existing light poles, conduit runs, pull boxes, and power sources. The plan sheets will show the light pole locations, conduit runs and pull boxes for the roadway lighting on the north side of the road. In addition one (1) general notes sheet will be prepared that will provide general notes, a legend and construction notes for the light pole installation. The Roadway Lighting design will follow City of Avondale guidelines and standards and as mentioned, will only be completed for the north side of McDowell Road.
- If necessary, **SWTE** will prepare the required Special Provisions for inclusion in the construction bidding documents and a detailed list of quantities, along with an opinion of probable cost.
- **SWTE** will coordinate the design of the electrical wiring system for the street lights with Salt River Project (SRP). This will include meeting with their designated designer (assumed to be one meeting) and providing updated roadway lighting base files for their use. SRP will be responsible for the design of the electrical wiring system.

Roadway Signing and Pavement Marking Design:

- **SWTE** will prepare roadway signing and pavement marking plans associated with the proposed crosswalk across McDowell Road at the Friendship Park traffic signal.
- Roadway Signing and pavement marking plans will be laid out at a 1:40 scale (2 plan sheets). The plan sheets will also contain general notes, a legend and construction notes for the roadway signing and pavement markings.
- In addition, and if necessary, **SWTE** will prepare the required Special Provisions for inclusion in the construction bidding documents and a detailed list of quantities, along with an opinion of probable cost.

Traffic Signal Pedestrian Fixture Design and Special Provisions:

- **SWTE** will complete detailed pedestrian head and push button plans. The plans will be laid out at a 1:20 scale (2 plan sheets). The plan sheets will also contain general notes, a legend and construction notes for the installation of countdown pedestrian heads.
- If necessary, **SWTE** will prepare Special Provisions for inclusion in the construction bidding documents for the installation of Pedestrian Heads and Pedestrian Push Buttons at the existing signalized intersection of McDowell Road/Friendship Park. A detailed list of quantities, along with an opinion of probable cost will also be submitted.
- **SWTE** will verify with SRP that the existing power to the traffic signal at the intersection of McDowell Road/Friendship Park will be able to handle the additional load of the pedestrian fixtures.



Traffic Signal Interconnect Plans:

- **SWTE** will prepare Traffic Signal Interconnect Plans within the project limits. The plans will detail the location of the interconnect conduit and pull boxes. The plans will be laid out at a 1:100 scale (1 plan sheet)
- If necessary, **SWTE** will prepare Special Provisions for inclusion in the construction bidding documents for the traffic signal interconnect plans. A detailed list of quantities, along with an opinion of probable cost will also be submitted.

Project Meetings:

- **SWTE** will attend up to two project meetings, if required, with representatives of Tristar and Avondale to discuss the traffic design in addition to the one meeting with SRP. For this proposal, these meetings are assumed to be the following;
 - 1 project meetings at Avondale
 - 1 field review after the 95% plan submittal

Bid Phase Services:

SWTE will make staff available during the bidding phase of the project to answer questions directly related to the Traffic Engineering plans. For this proposal, this task assumed that any questions would be addressed by phone conversation, email, or fax.

Deliverables:

SWTE will deliverable the following items with each submittal:

60% submittal-

- 1 Plan Set of full-size (24" x 36") and half-size (11" x 17") on regular paper
 - Roadway Lighting sheets (3 plan sheets)
 - Roadway Signing and Pavement Marking sheets (2 plan sheets)
 - Pedestrian head and push button sheets (2 plan sheets)
 - Traffic Signal Interconnect sheet (1 sheet)
- Initial Lighting Analysis (bound as a report) (5 copies)
- Special Provisions (if necessary)
- Opinion of Probable Cost (if necessary)



95% (pre-final) submittal-

- 1 Plan Set of full-size (24" x 36") and half-size (11" x 17") on regular paper
 - Roadway Lighting sheets (3 plan sheets)
 - Roadway Signing and Pavement Marking sheets (2 plan sheets)
 - Pedestrian head and push button sheets (2 plan sheets)
 - Traffic Signal Interconnect sheet (1 sheet)
- Final Lighting Analysis (bound as a report)(5 copies)
- Special Provisions (if necessary)
- Opinion of Probable Cost (if necessary)

Final (vellum) submittal-

- 1 Plan Set of full-size (24" x 36") and half-size (11" x 17") on regular paper
 - Roadway Lighting sheets (3 plan sheets)
 - Roadway Signing and Pavement Marking sheets (2 plan sheets)
 - Pedestrian head and push button sheets (2 plan sheets)
 - Traffic Signal Interconnect sheet (1 sheet)
- Special Provisions (if necessary)
- Opinion of Probable Cost (if necessary)

Additional Services:

Any modifications to the roadway lighting, roadway signing, pavement marking, pedestrian fixture, or interconnect plans as a result of changes by others are not included in this fee and will require a separate fee negotiation. Additional items that are not included in this scope of services or fee proposal can consist of;

- Request for Information (RFI's) – addressing questions or requests for additional information related to the roadway lighting and pavement marking plans, along with the pedestrian fixture Special Provisions.
- Shop Drawing Reviews.
- Construction Meetings
- Additional plan set printing
- Traffic Signal Design
- Final records and Draft Record Drawings
- Meeting attendance not included in this Scope of Services
- Inspection Services

LOCATION MAP



AQUA FRIA RIVER

RECHARGE BASINS

**END
PROJECTT**

NORTH

**BEGIN
PROJECTT**

McDOWELL ROAD

FRIENDSHIP PARK

DESIGN FEE PROPOSAL

DERIVATION OF COST PROPOSAL SUMMARY
Pre-design & Design Services

ESTIMATED DIRECT LABOR			
CLASSIFICATION	ESTIMATED MAN-HOURS	AVG. HOURLY RATE	LABOR COSTS
Project Principal	0	\$ 182.33	\$ -
Project Manager	113	\$ 134.93	\$ 15,247
Project Engineer	194	\$ 98.46	\$ 19,101
CADD Technician	118	\$ 81.63	\$ 9,632
Clerical	7	\$ 42.08	\$ 295
Total Hours	432		
SUB-TOTAL DIRECT LABOR			\$ 44,275
ESTIMATED DIRECT EXPENSES			
			COST
Mileage			\$ 237
Photos			\$ 40
Reproductions			\$ 1,450
SUB-TOTAL ESTIMATED EXPENSES			\$ 1,727
ESTIMATED OUTSIDE SERVICES			
			COST
CEI (Survey)			\$ 7,814
SW Traffic			\$ 25,880
SWCA (Environmental)			\$ 8,890
Ninyo & Moore (Geotech)			\$ 4,900
SUB-TOTAL ESTIMATED OUTSIDE SERVICES			\$ 47,484

Tristar Engineering & Management

CONTRACT NO.: T061301
PROJECT NO.: Avondale #ST1126
PROJECT NAME: McDowell Road
Agua Fria - 123rd Ave.

ALLOWANCES

COST

Pubic Meeting	\$	2,126
Potholes (Assume 4 potholes at \$600.00 each)	\$	2,400
RFI Response	\$	1,981
TOTAL ALLOWANCES		\$ 6,507

SUMMARY

TOTAL ESTIMATED COST (with allowances)	\$	99,993
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Signature

Date

SUMMARY OF MAN-HOURS

TASK	DESCRIPTION	CLASSIFICATION					TOTAL	Key Scope Assumptions for Man-hours
		Project Principal	Project Manager	Project Engineer	CADD Technician	Clerical		
1	PROJECT MANAGEMENT	-	58	18	-	-	76	This section consists of initial administrative tasks, regularly scheduled administrative meetings/tasks that occur throughout the project, and initial project activities.
2	SCOPING	-	8	16	4	-	28	This section consists of initial scoping activities including team, agency & public meetings, data gathering, and preparation of an initial and final scoping report.
3	ROADWAY DESIGN	-	23	108	88	2	221	This section represents the effort involved to design the addition of curb/gutter and sidewalk to the westbound lane (north side) of McDowell Road
4	DESIGN CONCEPT REPORT	-	24	52	26	5	107	This section consists of the development of the initial and final Design Concept Report
TOTALS w/o Allowances		-	113	194	118	7	432	
5	PUBLIC MEETING ALLOWANCE	-	8	4	8	-	20	This section consists of the effort required to prepare for and attend one public meeting
6	RFI ALLOWANCE	-	4	8	8	-	20	This section consists of the effort required to respond to RFI's from the contractor
TOTALS for Allowances		-	12	12	16	-	40	

DERIVATION OF MAN-HOURS

PROJECT MANAGEMENT

Subtask	Description	CLASSIFICATION						Key Scope Assumptions for Man-hours
		Project Principal	Project Manager	Project Engineer	CADD Technician	Clerical	TOTAL	
								This section consists of initial administrative tasks, regularly scheduled administrative meetings/tasks that occur throughout the project, and initial project activities.
A	Prepare and Maintain Project Schedule		8				8	Prepare an initial Primavera project schedule
B	Progress Meetings		9	12			21	Preparation, conducting and documenting progress meetings. Assume 3 meetings.
C	Subconsultant Management		20				20	Preparation of subconsultant agreements, documentation of correspondence, and providing direction to subconsultants.
D	Contract Administration		8				8	Progress reports, invoicing, contact modifications, budget monitoring.
E	Project Management Plan		8				8	Prepare and implement Project Management Plan.
F	Team Kickoff Meeting		5	6			11	Initial project meeting with Avondale, ADOT and staff to discuss report format, plan format, methodologies, etc.
	Subtotal	-	58	18	-	-	76	

DERIVATION OF MAN-HOURS

SCOPING

Subtask	Description	CLASSIFICATION						Key Scope Assumptions for Man-hours
		Project Principal	Project Manager	Project Engineer	CADD Technician	Clerical	TOTAL	
								This section consists of initial scoping activities including team, agency & public meetings, data gathering, and preparation of an initial and final scoping report.
A	Agency Scoping Meeting and Field Review		8	4			12	Preparation, conducting and documenting one agency scoping meeting to be held at the City of Avondale.
B	Data Gathering							
Ba	As-builts			2	4		6	Research records for as-built construction and right-of-way plans.
Bb	Utilities			8			8	Contact Bluestake, and local utilities. Obtain current ROE permits and utility maps.
Bc	Accident Data			2			2	Contact City of Avondale Traffic Section and obtain current accident data.
	Subtotal	-	8	16	4	-	28	

DERIVATION OF MAN-HOURS

ROADWAY DESIGN

Subtask	Description	CLASSIFICATION						Key Scope Assumptions for Man-hours
		Project Principal	Project Manager	Project Engineer	CADD Technician	Clerical	TOTAL	
	Office Review of Survey & Other Data		1	2			3	This section represents the effort involved to design the addition of curb/gutter and sidewalk to the westbound lane (north side) of McDowell Road
	Develop CAD Base Files for Design		1		8		9	
	Design Westbound Curb and Gutter with Sidewalk		1	16	48		65	
	Drainage Design			12	16		28	
	Utility Coordination		4	18			22	
	QA/QC		8	12			20	
	Plan Production			8	16		24	
	Specifications		4	24		2	30	
	Cost Estimates		4	16			20	
	Subtotal	-	23	108	88	2	221	

DERIVATION OF MAN-HOURS

DESIGN CONCEPT REPORT

Subtask	Description	CLASSIFICATION						Key Scope Assumptions for Man-hours
		Project Principal	Project Manager	Project Engineer	CADD Technician	Clerical	TOTAL	This section consists of the development of the initial and final Design Concept Report
A	Develop Alternatives		8	12	16		36	Develop, review, and analyze two alternatives
B	Screening Evaluation		4	12			16	Develop Evaluation criteria. Analyze alternatives
D	Agency Information Meeting		4	4	2		10	Preparation, conducting and documenting an agency informational meeting following completion of DCR
G	Report Preparation		2	24	8	5	39	Prepare initial and final DCR
H	QC of Report		6				6	Review of Document for Sufficiency
	Subtotal	-	24	52	26	5	107	

ESTIMATED DIRECT EXPENSES

Mileage

Event	# of Trips	Miles per trip	Cost per mile	Cost
Agency Scoping Meeting	1	46	\$ 0.420	\$ 19.32
Design Recon. Site Visit	1	46	\$ 0.420	\$ 19.32
Progress Meetings	6	46	\$ 0.420	\$ 115.92
ADOT Meetings	4	10	\$ 0.420	\$ 16.80

Total \$ 171.36

Event	Type	# rolls	Cost per Roll	Cost
Photos				
Scoping Field Review & Design Recon. Site Visit	35mm	2	\$ 20.00	\$ 40.00

Total \$ 40.00

Reproductions

Document	# of copies	Cost per copy	Cost
Stage II Plans	5	\$ 80.00	\$ 400.00
Stage III Plans	5	\$ 80.00	\$ 400.00
Stage IV Plans	5	\$ 80.00	\$ 400.00
Final Plans	1	\$ 200.00	\$ 200.00

Total \$ 1,400.00

TOTAL ESTIMATED DIRECT EXPESES

\$ 1,611.00

ESTIMATED DCR DIRECT EXPENSES

Mileage

Event	# of Trips	Miles per trip	Cost per mile	Cost
Agency Scoping Meeting	1	46	\$ 0.420	\$ 19.32
Progress Meetings	2	46	\$ 0.420	\$ 38.64
ADOT Meetings	2	10	\$ 0.420	\$ 8.40

Total \$ 66.36

Event	Type	# rolls	Cost per Roll	Cost
Photos				
Scoping Field Review & Design Recon. Site Visit	35mm	0	\$ 20.00	\$ -
Design Recon. Site Visit	Video	0	\$ 20.00	\$ -

Total \$ -

Reproductions

Document	# of copies	Cost per copy	Cost
DCR	5	\$ 10.00	\$ 50.00

Total \$ 50.00

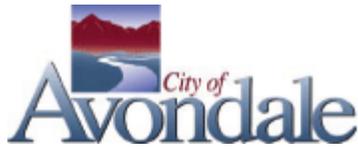
TOTAL ESTIMATED DIRECT EXPENSES

\$ 116.00

DERIVATION OF MAN-HOURS

PUBLIC MEETING ALLOWANCE

Subtask	Description	CLASSIFICATION						Key Scope Assumptions for Man-hours
		Project Principal	Project Manager	Project Engineer	CADD Technician	Clerical	TOTAL	
A	Public Meeting						-	This section consists of the effort required to prepare for and attend one public meeting
	Prepare Exhibits (2 boards)		4	4	8		16	
	Attend Public Meeting		4				4	
	Subtotal	-	8	4	8	-	20	



CITY COUNCIL REPORT

SUBJECT:
Contract for Drilling and Sampling of two Exploration
Boreholes

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Marilyn DeRosa, Water Resources Planning Manager (623)333-4411
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a contract to Stewart Brothers Drilling Co. for the purpose of drilling and sampling two exploration boreholes as part of the City's "Well Production Evaluation and Exploratory Borehole Program – Phase II" in the amount of \$276,820, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:

Future growth in Avondale will generally occur south of Lower Buckeye Road, in the City's southern planning area. To adequately serve these future customers, the Water Resources Department has a need for additional water supply information and facilities in the region. Most existing groundwater wells in the southern planning area are agricultural, are primarily screened in the Upper Aquifer Unit (at depths less than 1,000 feet), and show high concentrations of total dissolved solids (TDS) and nitrate. If pumped for municipal purposes, the water from these wells would require treatment, either at the well head or at a regional facility, prior to distribution to municipal customers.

During a review of water quality data from existing agricultural wells, however, one well within the southern planning area, drilled to more than 1,000 feet below ground surface (bgs), exhibited superior water quality – good enough to meet current drinking water standards without treatment. Being generally deeper than the other wells in the area, it is likely this well is screened in the Lower Aquifer Unit (LAU). Groundwater from the LAU, however, is generally of poor quality. This contradiction suggests there may be some unique hydrogeologic conditions in the area resulting in better water quality in the LAU than expected (e.g., shallow bedrock conditions and/or the well's proximity to natural recharge sources). If this could be confirmed, municipal groundwater production wells might be installed in the area without requiring treatment.

In January, 2005, Council approved Phase I of the Well Production Evaluation. Phase I consisted of an assessment of the LAU beneath the study area, using an existing agricultural well. (The study area is approximately six square miles in the City's southern planning area, from Lower Buckeye Road to Southern Avenue, and from 107th Avenue to Dysart Road.) To evaluate the possibility of higher quality groundwater in the LAU, geologists removed the existing pump equipment in the agricultural well, installed a test pump, and conducted depth specific groundwater sampling. The groundwater samples were analyzed for TDS, nitrate, fluoride, arsenic and chromium, and showed superior quality when compared to average Upper and Middle Aquifer Unit constituent levels.

Based on the favorable water quality findings during Phase I of this Evaluation, the City has moved forward with Phase II to include the drilling and sampling of two strategically placed exploration boreholes.

DISCUSSION:

During Phase II, the contracted consultant, AMEC Earth & Environmental, Inc., will manage the drilling of two exploration boreholes having design depths of 1,500 feet each. While each borehole will be small in diameter

(less than eight inches), their drilling will allow geologists to prepare detailed lithologic logs of the borehole drill cuttings, conduct geophysical loggings to characterize the subsurface geophysical properties, and collect zonal groundwater samples at approximately 100 foot intervals in the open borehole. Once complete, the boreholes will be abandoned pursuant to existing well abandonment rules.

This exploratory borehole drilling program will provide a thorough hydrogeologic evaluation of each site thereby increasing our knowledge of the local aquifer characteristics. In addition, the geologists will obtain comprehensive geologic information about potential well sites, and a characterization of the vertical distribution of water quality and potential water production within each aquifer zone. In short, data from the two boreholes will be used to help identify low-production zones, poor water quality zones, facilitate future well design, and to support future well impact analyses.

The bid announcement for this contract was advertised in the West Valley View on February 27 and March 2, 2007, and the Arizona Business Gazette on March 1, 2007. A mandatory pre-bid meeting was held on March 6, 2007, and was attended by two potential bidders – Stewart Brothers Drilling Co. and AZCA Drilling and Pump, Inc. Stewart Brothers Drilling Co. submitted the only bid for this project totaling \$276,820. This bid amount is within our estimated project budget.

Staff contacted the State Registrar of Contractors Office and found Stewart Brothers Drilling Co. to be a competent contractor. We have also contacted the list of references provided by the driller, and found no reason to disqualify Stewart Brothers Drilling Co. The following is the project schedule for the exploration borehole drilling and sampling:

Award by Council	April 2007
Pre-Construction Conference	April 2007
Notice to Proceed	April 2007
Begin Work	May 2007
Drilling and Sampling Complete	June 2007

BUDGETARY IMPACT:

Funding for this contract is available in the CIP – Water Development Fund, 514-1084-00-8520 (Exploratory Boring/Well Production Evaluation).

RECOMENDATION:

Staff recommends that the City Council award a contract to Stewart Brothers Drilling Co. for the purpose of drilling and sampling two exploration boreholes as part of the City's "Well Production Evaluation and Exploratory Borehole Program – Phase II" for a not-to-exceed contract amount of \$276,820, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

 [Invitation to Bid and Contract Documents](#)



INVITATION FOR BID

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

Water Resources

City of Avondale Plans and Bid Documents

Solicitation Number: **WR 07-028**

Solicitation Description: **Drilling and Sampling of Exploration Boreholes**

Prospective Bidders' Conference Tue, Mar 06, 2007 9:00 am (MST)

Due Date: Thu, Mar 15, 2007 3:00 pm (MST)

Plans and Specifications may be picked-up at:

**City of Avondale, City Hall Lobby
11465 W. Civic Center Drive
Avondale, Arizona 85323**

There is no charge for the first set of Technical Specifications.
There is a **\$25.00 non-refundable** charge for each additional set.

Plans and Technical Specifications prepared by:

AMEC Earth & Environmental, Inc.

1405 West Auto Drive

Tempe, Arizona 85284



City of Avondale, Arizona Notice of Invitation for Bid



Invitation for Bid No: **WR 07-028** Contact **Marilyn DeRosa**
 Materials and/or Services: **Drilling and Sampling of Exploration Boreholes** Phone: **(623) 333-4411**
Bid Due Date: Thursday, March 15, 2007
Time: 3:30 PM MST
 Project No: **Location: City of Avondale, City Clerk's Office**
Mailing Address: 11465 W. Civic Center Drive, Suite 200, Avondale, AZ 85323

In accordance with City of Avondale (the "City") Procurement Code competitive sealed bids for the services specified ("Bids") will be received by the City Clerk at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the Bid price read. Bids shall be in the actual possession of the City Clerk on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the Bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation for Bid Package (the "Bid Package").

OFFER

To the City of Avondale:

The undersigned (the "Contractor") hereby offers and agrees to furnish services (i) in compliance with all terms, conditions and specifications in the Contract (as defined below) except for any written exceptions attached thereto and attached hereto as Exhibit "B" and (ii) the price included on the Price Sheet attached hereto as Exhibit "C" (the "Contractor Offer").

Arizona Transaction (Sales) Privilege
 Tax License Number: 07-331147-N
 Federal Employer Identification
 Number: 85-0213582

For clarification of this Contractor Offer contact:

Name: Joel H. Stewart
 Telephone: (505) 287-2986

Stewart Brothers Drilling Co.
 Contractor Name


 Authorized Signature for Contractor Offer

306 Airport Road
 Address

Joel H. Stewart
 Printed Name

Milan NM 87021
 City State Zip Code

Treasurer
 Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Avondale Use Only)

The Contractor Offer is hereby accepted. The "Contract" between the City and the Contractor consists of the following: (i) the Contractor Offer, (ii) the General Terms & Conditions, (iii) the Special Terms & Conditions, (iv) the Specifications attached hereto as Exhibit "A", (v) the Contractor Exceptions to Specifications, attached hereto as Exhibit "B", (vi) the Price Sheet attached hereto as Exhibit "C", (vii) the Bid Bond attached hereto as Exhibit "D", (viii) the Performance Bond attached hereto as Exhibit "E", (ix) the Payment Bond attached hereto as Exhibit "F", (x) the Notice of Award, (xi) the Notice to Proceed, (xii) any approved Change Order or Addenda, (xiii) Contractor's Certificates of Insurance and (xiv) the Certificate of Completion. The Contractor is now bound to provide the services as set forth in the Contract. The Contractor shall not commence any billable work or provide any service under this Contract until Contractor receives an executed Notice to Proceed.

Attested by: _____ City of Avondale, an Arizona municipal corporation
 Linda M. Farris, City Clerk By: _____ Charles P. McClendon, City Manager

Effective Date: _____ Approved as to form:
 _____ CC _____
 _____ Contract Number _____
 _____ Official File _____ Andrew J. McGuire, City Attorney



GENERAL TERMS AND CONDITIONS

Solicitation Number: WR 07-028

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

1. BIDDING; AWARD OF CONTRACT

1.1 PREPARATION OF BID:

a. All bids shall be on the forms provided in this Bid Package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.

b. The Contractor Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to bind the Contractor.

c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Contractor Offer.

d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due date and time.

e. Periods of time, stated as a number of days, shall be calendar days.

f. It is the responsibility of all Contractors to (i) examine the entire Bid Package, (ii) seek clarification of any item or requirement that may not be clear and (iii) check all responses for accuracy before submitting a Contractor Offer. Negligence in preparing a bid confers no right of withdrawal after bid due date and time.

1.2 INQUIRIES: Any question related to the Bid Package shall be directed to the City contact whose name appears on the front of this Bid Package. Questions shall be submitted in writing. Any correspondence related to the Bid Package shall refer to the appropriate Invitation for Bid number, page and paragraph. However, the Contractor shall not place the Invitation for Bid number on the outside of any envelope containing questions because such an envelope may be identified as a sealed Bid and may not be opened until after the official Bid due date and time.

1.3 PROSPECTIVE BIDDERS' CONFERENCE: A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this Bid Package. The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Bid Package or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the Bid Package. Oral statements or instructions will not constitute an amendment to this Bid Package.

1.4 LATE BIDS: Late bids will not be considered, except as provided by the City Procurement Code. A Contractor submitting a late bid shall be so notified.

1.5 WITHDRAWAL OF BID: At any time prior to the specified bid due date and time, a Contractor (or designated representative) may withdraw the bid. Facsimile or mailgram bid withdrawals will not be considered.

1.6 AMENDMENT OF BID: At any time prior to the specified bid due date and time, a Contractor (or designated representative) may amend the bid. Facsimile or mailgram bid amendments will not be considered.

1.7 PAYMENT: Any bid that requires payment in less than 30 calendar days shall not be considered.

1.8 NEW: All material to be utilized by the Contractor shall be new, unless otherwise stated in the Specifications.

1.9 DISCOUNTS: Payment discounts of 30 calendar days or more will be deducted from the bid price in determining the low bid. However, the City shall be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period.



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1.10 TAXES: The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

1.11 COST OF BID/PROPOSAL PREPARATION: The City shall not reimburse the cost of developing or presenting the Contractor Offer. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner.

1.12 CONTRACTOR REGISTRATION: Prior to the award of the Contract, the successful Contractor shall have a completed Request for Vender Number or Changes (COA Form 02-01) on file with the City Development Services Department, Engineering Division (the "Engineering Division").

1.13 INTERPRETATION OF PLANS, SPECIFICATIONS AND DRAWINGS: If any person contemplating submitting Contractor Bid for the proposed property is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may, no later than seven days prior to the representative bid opening, submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made only by amendment duly approved and issued and a copy of each such amendment will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the Contract documents.

1.14 AWARD OF CONTRACT:

a. Unless the Contractor Offer states otherwise, or unless provided within this Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this Contract, the City expressly reserves the right to:

- i. Waive any immaterial defect or informality; or
- ii. Reject any or all bids, or portions thereof; or
- iii. Reissue a Bid Package.

c. A response to an Invitation for Bid is an offer to Contract with the City based upon the terms, conditions and specifications contained in this Contract. Bids do not become contracts unless and until they are accepted by the City Council. The Contract is formed when the Contractor Offer is accepted by the City.

1.15 CERTIFICATION: By submitting a Contractor Offer, the Contractor certifies:

- a. The submission of the Contractor Offer did not involve collusion or other anti-competitive practices.
- b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
- c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Contractor Offer. Failure to sign the Contractor Offer, or signing it with a false statement, shall void the submitted Contractor Offer and any resulting contracts and the Contractor may be debarred from further bidding in the City.

1.16 PRE-CONSTRUCTION CONFERENCE: Within 30 days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The City will contact the Contractor to schedule a specific date, time and



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location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (i) improve the Project (as defined below), (ii) reduce cost or (iii) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction Conference. The Contractor will be required to provide the following items at the pre-construction conference, each of which is subject to review and approval by the Engineer (as defined below):

- a. Names and emergency telephone numbers of key personnel involved in the Project.
- b. Names of all subcontractors proposed for use on the Project.
- c. A construction progress schedule showing the estimated time for start and completion of the major items of work.
- d. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the Project.
- e. A written proposal outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.
- f. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

1.17 NOTICE TO PROCEED: Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract duration and the Contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineering Department of the City at least 72 hours before the following events:

- a. The start of construction.
- b. Shutdown of City water, sewer, drainage, irrigation and/or traffic control facilities.
- c. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time.
- d. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gages.
- e. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

1.18 BID BOND: Non-revocable bid security payable to the City in the amount of ten percent of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the Engineer by the bid due date and time. All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten days after notice of award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed on COA Form 02-02 attached hereto as



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Exhibit “D”, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best’s Key Rating Guide of “A-” or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the City will:

- a. Issue a Contract award notice for those offers accepted by the City; and
- b. Return all checks to those who have not been issued a Contract award notice.

2. GENERAL

2.1 DEFINITIONS: The following terms, as used in or pertaining to this Contract, are defined as follows:

- a. “City” shall refer to the City of Avondale, an Arizona municipal corporation.
- b. “Contract” shall mean (i) the Contractor Offer, (ii) the General Terms & Conditions, (iii) the Special Terms & Conditions, (iv) the Specifications attached hereto as Exhibit “A”, (v) the Contractor Exceptions to Specifications, attached hereto as Exhibit “B”, (vi) the Price Sheet attached hereto as Exhibit “C”, (vii) the Bid Bond attached hereto as Exhibit “D”, (viii) the Performance Bond attached hereto as Exhibit “E”, (ix) the Payment Bond attached hereto as Exhibit “F”, (x) the Notice of Award, (xi) the Notice to Proceed, (xii) any approved Change Order or Addenda, (xiii) Contractor’s Certificates of Insurance and (xiv) the Certificate of Completion.
- c. “Engineer” shall mean the City Engineer or authorized designee.
- d. “MAG Specifications” shall mean the “Uniform Standard Specifications for Public Works Construction, 1998 Edition with Revisions through 2005” and the “Uniform Standard Details for Public Works Construction, 1998 Edition with Revisions through 2005” which are sponsored and distributed by the Maricopa Association of Governments (“MAG”).
- e. “Materials” shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the work.
- f. “Project” shall mean the Work and other related activities necessary to complete the construction relating to the services set forth on the Notice of Invitation for Bid.
- g. “Subcontractor” shall mean those persons or groups of persons having a direct Contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this Work, and includes those who merely furnish materials.
- h. “Substantial Completion” of the Work or of a designated portion thereof, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the City can safely occupy and fully utilize the Project, or a designated portion thereof, for the use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the City and the Contractor. The certificate shall state the respective responsibilities of the City and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction.
- i. “Work” shall include all labor, materials and equipment incorporated or to be incorporated in said construction that are necessary to accomplish the construction required by this Contract.



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2.2 REFERENCE STANDARDS:

- a. The MAG Specifications are hereby incorporated herein by reference.
- b. If in the event of conflict between the MAG Specifications and this Contract, the Contract language shall prevail.

2.3 LAWS AND REGULATIONS: The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including the following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration (“OSHA”) standards.

2.4 RIGHTS OF WAY: The City will provide rights-of-way or easements for all Work specified under this Contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City without the written consent of the owner thereof. The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way.

2.5 INSPECTION, SAFETY AND COMPLIANCE: Contractor has inspected the jobsite and has thoroughly reviewed the Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the City, and is not relying on any opinions or representations of City. Contractor agrees to perform and complete such Work in strict accordance with the Contract and under the general direction of the City. Contractor agrees that any exclusions of any Work must be approved in writing by the City prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (i) employees or others on the Project, (ii) the Work and materials and (iii) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor’s responsibility that all of the Work and any work incidental thereto conforms to, and is performed in accordance with, all applicable federal, state, county and city laws, codes, ordinances, regulations (including NPDES and air pollution) and orders of public authorities bearing on performance of the Work.

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

- a. Additions: When the City increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor’s Unit Prices set forth on the Price Sheet.
- b. Deletions: When the City decreases the Work resulting in a decrease in Contractor’s quantity of the Work, the City shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor’s Unit Prices.
- c. Estimating: Whenever the City is considering a change to the Work, Contractor shall promptly, and in any event within three business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as in then feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor Bid.

2.7 PAYMENTS TO CONTRACTOR: Payment shall be conditioned upon Contractor’s compliance with the payment terms and conditions set forth below, and payment shall be made within 30 days of Contractor’s full compliance with



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

a. **Retention:** Until the Work is complete and accepted by Engineer and the Engineer has approved application for payment of retention, the City will pay 90% of the amount due Contractor on account of progress payments, with the City retaining 10% until the Project is complete (the "Retention").

b. **Progress Payments:** Except as provided in subsection 2.7(d) below, progress payments shall be made in monthly installments for work satisfactorily completed and materials incorporated into the Project. On a monthly basis, Contractor shall submit its itemized application for payment, supported by such data substantiating Contractor's right to payment as the Engineer may require or as required by this Contract. The City shall have the right to withhold payment to Contractor until Contractor furnishes satisfactory evidence that all bills for labor, materials or other liabilities in connection with the requested payment have been paid to date. The City shall have the right to offset sums due Contractor hereunder against any and all sums owed to the City by Contractor or to protect against any asserted claims until the claim has been adjusted by the Contractor to the City's satisfaction, regardless of whether Contractor may have posted a payment or performance bond.

c. **Form of Payment:** The City may pay Contractor by check made payable to Contractor or by joint check made payable to Contractor and any subcontractor, lower-tier subcontractor or materialmen.

d. **Bulk Material Orders:** With the prior written approval of the City, Contractor may advance order the bulk delivery of work materials to be incorporated into the Work over the course of this Contract, and upon delivery and receipt of supplier invoice either directly to the Contractor, or to the vendor or by joint check to Contractor and vendor and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all said materials and shall guarantee to the City that said materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the City). Contractor shall immediately replace, repair or restore said materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the City from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the materials described herein from any cause unless due to the City's sole negligence. Should the City have reason to believe Contractor is not properly safeguarding any of the said materials, the City shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all materials stored on site as required by the City, and if such insurance is not obtained due to a lack of insurable interest, the City shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

e. **Final Progress Payment:** Upon Contractor's application for final progress payment as provided below, the City shall make payment in an amount determined by field measuring the quantities of materials actually installed on the Project and computing the payment amount pursuant to the Price Sheet attached hereto as Exhibit "C". When Contractor considers the Work complete, Contractor shall provide written notice thereof to the Engineer together with Contractor's statement of quantities actually installed on the Project. All quantities will be subject to verification by the City. Final payment constituting the unpaid balance of the Contract Price, excluding the Retention, shall be due 30 days after the City has accepted the Work.

f. **Payment of Retention:** Payment of the Retention shall be conditioned upon the submittal to, and approval by, the City of "AS-BUILT" drawings (if not supplied by the Engineer), operating instructions and manuals, equipment warranties and complete service and maintenance instructions for all equipment warranties and complete service and



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maintenance instructions for all equipment furnished under this Contract. Payment of the Retention shall not be due from the City until the City:

- i. determines the Work acceptable under this Contract and the Contract is fully performed;
- ii. receives final approval of the Work by any other governmental agencies and political subdivisions having jurisdiction;
- iii. receives Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied; and
- iv. determines that Contractor has completed the correction or repair of any discovered condition required by the City to be corrected or repaired.

2.8 FEDERAL FUNDING: It is the responsibility of the Contractor to determine if federal wage rates apply to the Work. It is also the responsibility of the Contractor to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City regarding any applicable Davis Bacon wage rates.

2.9 TRAFFIC REGULATIONS: All traffic affected by the Work under this Contract shall be regulated in accordance with the *City of Phoenix-Traffic Barricade Manual, revised July 1998* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

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

b. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual.

c. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

d. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

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



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f. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely.

g. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Avondale Police Department.

h. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.

i. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

j. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed officer to assist with spotting.

k. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual.

l. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least two days in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Engineer's written directions.

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

n. The Contractor shall accommodate local access to adjacent properties in accordance with the specification set forth below.

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

2.10 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract of any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. 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 paragraph.



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2.11 INSURANCE REPRESENTATIONS AND REQUIREMENTS

a. General:

i. **Insurer Qualifications:** Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies 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 Contract at the City's option.

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

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 Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

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 Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

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

vi. **Claims Made:** In the event any insurance policies required by this Contract 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 Work or 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, 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 Contractor. Contractor 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 City. Contractor shall be solely responsible for any such deductible or self-insured retention amount. City, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

ix. **Use of Subcontractors:** If any work under this Contract is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the indemnification provisions set forth in Section 14 above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be



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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 Contract, Contractor shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Contract, issued by Contractor'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 Contract 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 Contract. Such certificates shall identify the Contract work number and be sent to the Engineer. If any of the above-cited policies expire during the life of this Contract, it shall be Contractor'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 11 85 or equivalent.

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

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

(2) Contractor's insurance shall be primary insurance as respects performance of the Contract.

(3) All policies, 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 Contractor under this Contract.

(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.

b. Required Insurance Coverage:

i. **Commercial General Liability:** Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the 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 11 85, 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 paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.



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ii. **Professional Liability:** If this Contract is the subject of any professional services or work, or if Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor 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 work or services, and Contractor shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

iii. **Vehicle Liability:** Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the 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 paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

iv. **Workers’ Compensation Insurance:** Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

c. **Certificates of Insurance:** Prior to commencing the Work under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by this Contract, issued by Contractor’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Unless otherwise specified in this Contract, in the event any insurance policy(ies) required by this Contract is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City 30 days prior to the expiration date. All certificates of insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all certificates received without the appropriate bid serial number and title.

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

2.12 PERFORMANCE BOND: The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of the Contract in the amount of 100% of the total Contract price payable to the City. Performance security shall be in the form of a performance bond, certified check or cashier’s check. This security must be in the possession of the Engineering Division within the time specified or ten days after notice of award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Contract terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed on COA Form 02-03 attached hereto as Exhibit “E”, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best’s Key Rating Guide of “A-” or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

2.13 PAYMENT BOND: The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any subcontractor for the performance of any work related to the



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Contract. Payment security shall be in the amount of 100% of the total Contract price and be payable to the City. Payment security shall be in the form of a payment bond, certified check or cashier's check. All payment bonds shall be executed on a COA Form 02-04 attached hereto as Exhibit "F", duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

2.14 AFFIRMATIVE ACTION REPORT: It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Engineer highlighting its activities to comply with this Section 2.14.

3. PERFORMANCE OF THE WORK

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

3.2 PROSECUTION OF THE WORK:

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

b. Extensions of Time.

i. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Work. The Contractor shall be entitled to general condition costs and extra costs related to the excusable delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the contract sum and Substantial Completion date shall be issued in a Change Order.

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

- (1) Delays resulting from Force Majeure.
- (2) Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and



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soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.

(3) Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by the Contractor.

(4) Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.

(5) Delays occurring due to the acts or omissions of the City and those within the control of the City.

(6) Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

(7) Delays resulting from weather conditions which make it unreasonable to perform the Work in accordance with the Schedule.

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

iv. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the City will provide the Contractor with written notice of City's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay within ten Days after receipt by the City of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the City of such a determination to be a concurrence of the matters set forth therein, and the Contractor may invoke the dispute resolution procedures set forth in Article 13 below with respect to such determination.

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

3.3 LIQUIDATED DAMAGES: It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the City upon request therefore for each calendar day of delay beyond the original or revised scheduled time of completion of Contractor's work as liquidated damages, and not as a penalty, the following liquidated damages shall be in the amount equal to \$430 per day for each calendar day of delay.

a. If the Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the Work is complete.



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b. In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs and, in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar services.

3.4 TERMINATION BY THE CITY FOR CAUSE:

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

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

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

- i. Promptly cures all breaches within such three-day period.
- ii. Provides adequate assurances of future performance.
- iii. Compensates the City for actual pecuniary loss resulting from such breaches.
- iv. Assumes the obligations of the Contractor within the established time limits.

3.5 TERMINATION BY THE CITY FOR CONVENIENCE: The City may, upon 30 days' written notice to the Contractor, terminate this Agreement, in whole or in part, for the convenience of the City without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Contractor's sole and exclusive right and remedy shall be payment for all work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the City.

3.6 SUSPENSION BY THE CITY FOR CONVENIENCE:

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

b. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.



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3.7 ADDITIONAL MATERIALS AND/OR OVERTIME: Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime shall have been occasioned directly by the City, in which event Contractor shall be entitled to compensation for such overtime work.

3.8 NO DAMAGE FOR DELAY BY THE CITY: Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses which may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other contractors or subcontractors. Contractor's exclusive remedy in event of delay by the City shall be an extension of time hereunder to complete the Work.

3.9 PROPOSAL QUANTITIES: It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Contractor Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Contractor Offers presented for the Work under this Contract. The Contractor further agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Work as estimated and the Work actually done. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (i) invalidate this Contract or the whole or any part of the Work in accordance herewith and for the prices herein agreed upon and fixed therefore, (ii) excuse Contractor from any of the obligations or liabilities hereunder or (iii) entitle Contractor to any damage or compensation except as may be provided in this Contract.

3.10 RISK OF LOSS: Contractor shall assume the risk of loss occasioned by fire, theft or other damage to materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the City. Contractor shall be responsible for damage to the materials, machinery, apparatus, tools, equipment and property of the City and other contractors resulting from the acts or omissions of its subcontractors, employees, agents, representatives sub-contractors, and to pay the full costs of repair or replacement of any said damage.

3.11 CHARACTER AND STATUS OF WORKERS: Only skilled foremen and workers shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the City from and against damages or claims for compensation that may occur in the enforcement of this section. The Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees. The Contractor agrees that once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.12 WORK METHODS: The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete the Contract within the time limit specified. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (i) follow best general practice and (ii) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the City's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.



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3.13 DRAWINGS, SAMPLES AND SUBSTITUTION OF MATERIALS: Contractor shall furnish, within three business days following request therefore by the City, detailed drawings of the Work, samples of materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to materials specified in the Contract Documents and shall be clearly identified on submittals as “proposed substitutions”. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the specifications or otherwise approved in writing by the City. Approval by the City shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.14 OUTDOOR CONSTRUCTION TIME RESTRICTIONS: Unless otherwise permitted by the Engineer, no work shall be done between the hours of 6:00 pm and 7:00 am, nor on Saturdays, Sundays or legal holidays, except as necessary for the proper care and protection of work already performed. If it shall be come absolutely necessary to perform work at night or on Saturdays, Sundays or legal holidays, the Engineer shall be informed at least 24 hours in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily as determined by the Engineer and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

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

3.16 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.17 STOCKPILE OF MATERIALS:

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

b. Traffic shall not be required to travel over stockpiled materials and proper dust control shall be maintained.

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



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3.19 DUST CONTROL AND WATER: Contractor shall implement dust control measures in accordance with the requirements of the “*Maricopa County Health Department Air Pollution Control Regulations.*” Specifically, Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau. The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the Project to the satisfaction of the Engineer. Watering shall conform to the provisions of Section 225 of the MAG Specifications. The cost of watering will be included in the Contractor Bid for the construction operation to which such watering is incidental or appurtenant. Installation and removal of fire hydrant meters should be scheduled at least 48 hours in advance through the City Water Billing Department. A \$350 deposit and a \$100 installation fee are required for each meter. The cost of the water is at the prevailing rate.

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

3.21 ELECTRIC POWER, WATER AND TELEPHONE: Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.22 ENERGIZED AERIAL ELECTRICAL POWER LINES: Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor, its employees and all other construction personnel working on this Project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

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



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

3.25 PUBLIC INFORMATION AND NOTIFICATION: The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the City at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.22; provided, however, that the Engineer may waive any portion of the requirements of this Section 3.22 upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and City officials, not less than five business days in advance, of (i) necessary operations that create high noise levels, (ii) street closures, (iii) detour locations, (iv) haul routes and material delivery routes and (v) disruption of bus routes, mail routes and other delivery/pick-up routes.

a. Neighborhood Notification: Prior to the start of any work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2"x11") to all businesses, property owners and residents within 600 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

- i. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project
- ii. Name of Contractor's Project Manager
- iii. Name of Contractor's Project Superintendent
- iv. Brief description of the Project
- v. Construction schedule, including anticipated work hours
- vi. Anticipated lane restrictions, including the expected duration thereof
- vii. Name of City's Project Manager
- viii. Name of the Engineer

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



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b. Project Signs: The Contractor shall furnish and install at least two Project signs, unless otherwise directed by the City Engineer, not less than five business days before beginning construction, at locations determined by the Engineer, to inform the public of the forthcoming Project, construction dates and 24-Hour Hotline number. The Contractor shall maintain the signs as necessary and update the information as directed by the Engineer. At the completion of the project, the Contractor shall remove and dispose of the signs. The Project signs shall be fabricated as follows: (i) the vinyl sheeting for the background, legend, and border shall be applied by heat bonding, except that the decal and legend for the project title, cost, and Contractor's name shall be pressure sensitive application; (ii) the 4-foot by 8-foot signs shall be mounted four-feet above the ground level and anchored three-feet into the ground with concrete backfill around the posts; and (iii) sign colors shall be black letters on white background, over a ghost image of the City of Avondale logo. The information on the Project signs shall be in the format and fonts proportions as depicted on the sample sign below. The image template may be obtained from the City of Avondale, Engineering Division as a computer image file.



c. 24-Hour Project Hotline: The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the "Hotline"). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

d. Public Meetings: The Contractor shall attend public meetings deemed necessary by the Engineer.

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

f. Payment for Public Notification: The City will pay, based on time and materials invoices, an amount not to exceed \$5,000.00 shown in the bidding schedule and entitled COMMUNITY RELATIONS, for work performed in accordance with the Notification Plan. Work which is eligible for reimbursement includes: the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. The cost for the Project signs,



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including installation, maintenance and all labor and materials shall be a non-pay item and shall be considered incidental to the items of work. No payment will be made under this item for any calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

4. MISCELLANEOUS

4.1 GRATUITIES: The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose of securing this Contract. In the event this Contract 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 Contractor an amount equal to 150% of the gratuity.

4.2 APPLICABLE LAW; VENUE: In the performance of this Contract, Contractors 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 Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.

4.3 CANCELLATION: This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511; the City may cancel this Contract 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 Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

4.4 CONTRACT AMENDMENTS: This Contract may be modified only by a written Contract Amendment approved by the City Council and signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

4.5 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or correction.

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

4.7 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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

4.8 INTERPRETATION-PAROL EVIDENCE: This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this Contract shall be void and of no effect.



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4.9 ASSIGNMENT-DELEGATION: No right or interest in this Contract shall be assigned by Contractor without prior, written permission of the City and no delegation of any duty of Contractor shall be made without prior, written permission of the City.

4.10 SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the prior written approval of the City. A Contractor acting as prime Contractor shall itemize in its Bid all sub-contractors that shall be utilized on the Project. Any substitution of sub-contractors by the Contractor must receive City approval prior to such substitution and any cost savings will be reduced from the Contractor’s bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used.

4.11 RIGHTS AND REMEDIES: No provision in this Contract 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 Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City’s acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

4.12 OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

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

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this subsection 4.13.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or sent via U.S. Mail, Certified-Return Receipt and shall make a specific reference to this subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.



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4.14 RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.15 RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of the Contractor as related to this Contract.

4.16 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or subcontractor that is related to the performance of this Contract.

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

4.18 INSPECTION: All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming material or services, the City may elect to do any or all of the following by written notice to the Contractor:

- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

4.19 NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

4.20 SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

4.21 LIENS: All materials, service or construction shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

4.22 LICENSES: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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4.23 PATENTS AND COPYRIGHTS: All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

4.24 PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

4.25 PUBLIC RECORD: All Contractor Offers shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

4.26 ADVERTISING: Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

5. ALTERNATIVE DISPUTE RESOLUTION

5.1 SCOPE: Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 5.4(g) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Agreement, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

5.2 NEUTRAL EVALUATOR, ARBITRATORS: The City will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the City and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section 5.4 below. The City and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

5.3 NEUTRAL EVALUATION PROCESS: If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

a. Notification of Dispute. The City through its Project Manager shall notify the Neutral Evaluator in writing of the existence of a dispute within ten days of the City or the Contractor declaring need to commence the neutral evaluation process.

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

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



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5.4 BINDING ARBITRATION PROCEDURE: The following binding arbitration procedure, except as provided in subsection 5.4(g) below, shall serve as the exclusive method to resolve a dispute if (i) the parties cannot agree to a Neutral Evaluator as set forth in Section 5.2 above or (ii) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three Working Days of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the City's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 5.4(m) and the proceeds from the bond shall be allocated in accordance with subsection 5.4(m) by the Arbitration Panel.

a. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 5.4(b) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

b. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 5.2. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the Default Neutral Arbitrator, a person or entity jointly selected by the City and the Contractor. If the City and the Contractor cannot agree on a Default Neutral Arbitrator, the City and the Contractor shall each submit two names to an appropriate judge who shall select one person.

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

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

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

f. Award. The Arbitration Panel shall, within ten calendar days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to subsection 13.4(M) herein. The award is to be rendered in accordance with this Agreement and the laws of the State of Arizona.



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g. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of 20% of the original Agreement amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Agreement amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

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

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

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

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

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

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

n. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any



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disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

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

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

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

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



SPECIAL TERMS AND CONDITIONS

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1. Purpose: Drilling, installation, and testing of a new public water supply well including all applicable materials, labor, equipment, transportation and services.

2. Authority: This Contract is issued under the authority of the City. No alteration hereof may be made without the express written approval of the City in the form of an official Contract amendment. Any attempt to alter this Contract without such approval is a violation of this Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Contractor.

3. Mandatory Prospective Bidders Conference: Prospective bidders are invited to attend a mandatory conference to be held at the City of Avondale, City Hall.

ADDRESS: City of Avondale, City Hall
11465 W. Civic Center Drive
Avondale, Arizona 85323

DATE: Tuesday, March 06, 2007

TIME: 9:00 am, MST

The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Bid Package or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Bid Package. Oral statements or instructions shall not constitute an amendment to the Bid Package.

4. Offer Acceptance Period: Contractor Offers shall be valid and irrevocable for 90 days after the opening time and date.

5. Conditions of Work: Each Contractor must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

6. Time of Completion: The Contractor shall commence work under this project on or before the 14th day following receipt of the "Notice to Proceed" for the Project from the City and shall fully complete all work under the project within 90 calendar days (the "Contract Time"). The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all Work within the time specified.

7. Plans and Specifications to Successful Contractor: The successful Contractor may obtain seven sets of plans and specifications for this project from the Engineer at no cost.

8. Approval of Substitutions: The materials, products, and equipment described in this Contract establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least 10 days prior to the scheduled closing time for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the Contract. Contractor shall not rely upon approvals made in any other manner.

9. Use of Equals: When the specifications for materials, articles, products and equipment include the phrase "or equal", Contractor may bid upon and use materials, articles, products and equipment which will perform equally the duties



SPECIAL TERMS AND CONDITIONS

Solicitation Number: WR 07-028

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the Engineer. Approvals for "equals" before bid opening may be requested in writing to the Engineer for approval. Requests must be received at least 10 days prior to the date set for opening of the bids. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals of equals shall be issued in the form of written addendum to this Contract.

10. City Right-of-Way Permit: The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County permits or other agency permits.



EXHIBIT A SPECIFICATIONS

Solicitation Number: WR 07-028

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

Please refer to Technical Specifications dated January 8, 2007, prepared for the City of Avondale by AMEC Earth and Environmental, Inc., and titled **“Request for Bid: Technical Specifications, City of Avondale, Borehole Exploration Program, Special Conditions. Avondale, Arizona”**

[See following pages.]



**REQUEST FOR BID
TECHNICAL SPECIFICATIONS
CITY OF AVONDALE
BOREHOLE EXPLORATION PROGRAM
SPECIAL CONDITIONS
AVONDALE, ARIZONA**

Prepared for:

**City of Avondale
399 East Lower Buckeye Road
Avondale, Arizona 85323**

Prepared by:

**AMEC Earth and Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284**

**AMEC Project No. 6-115-005011
January 8, 2007**

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1.0 GENERAL

1.1 Location of Work

- A. The work to be accomplished under the following specifications consists of the drilling of two (2) specialty exploration boreholes for City of Avondale. The two (2) boreholes are referenced as Avondale Exploration Borehole No. 1:AV-B1, and No. 2:AV-B2. Borehole design total depths are 1,500 feet each. The purpose of the borehole investigation is to evaluate the geologic, hydrologic, and water quality conditions of three subsurface aquifer units.
- B. The two exploration boreholes are locally adjacent to the cross streets of Avondale Boulevard and Broadway Road, approximately 2 miles south of Maricopa Highway 85, within the City of Avondale (Figure 1). The cadastral description of the two boreholes (Sites) is:
 - AV-B1: NE $\frac{1}{4}$ (10-acre) of the NE $\frac{1}{4}$ (40-acre) of the SE $\frac{1}{4}$ (160-acre) of Section 24, in Township 1 North, Range 1 West of the Gila and Salt River Baseline and Meridian (cadastral reference B(1-1)24 daa)
 - AV-B2: NW $\frac{1}{4}$ (10-acre) of the NE $\frac{1}{4}$ (40-acre) of the SE $\frac{1}{4}$ (160-acre) of Section 25, in Township 1 North, Range 1 West of the Gila and Salt River Baseline and Meridian (cadastral reference B(1-1)25 dab)
- C. The groundwater level in the area is approximately 50-75 feet below ground surface (bgs). Locally available Well Driller Reports and lithologic logs are presented in Appendix A.

1.2 Definitions

Throughout this specification, the term "OWNER" shall be understood to represent the City of Avondale. The term "CONSULTANT" shall be understood to represent AMEC Earth & Environmental, Inc. The "CONTRACTOR" shall be the person, firm, or corporation with whom the OWNER will execute an agreement(s) setting forth the terms and conditions for the work to be performed, as specified herein. The term "SUBCONTRACTOR" will apply to any person, firm, or corporation with whom the CONTRACTOR executes a secondary agreement for a portion of the scope of work.

1.3 Project Requirements

- A. The boreholes shall be drilled by either direct rotary method or the reverse circulation rotary drilling method, using potable water as the primary drilling fluid. Drill cutting samples and zonal groundwater samples shall be collected from the borehole as specified. Upon the completion of obtaining zonal groundwater samples, the borehole will be abandoned as per Arizona Department of Water Resources Article 8, Rule R12-15-816. The two boreholes will be drilled in a consecutive order.

- B. **Dimensions for the temporary surface conductor, and exploration borehole are not specifically defined in the technical specifications.** Contractors will submit within their prospective bid package response, a **Work Plan Summary** of the proposed drilling method and borehole dimensions to achieve the primary program goal of obtaining accurate borehole lithology, geophysics and zonal water quality samples.
- C. All operations shall be performed under the direct and personal supervision of a CONTRACTOR employee who currently holds an Arizona Well Driller's License issued by the Arizona Department of Water Resources (ADWR). The CONTRACTOR shall hold a current Arizona Registrar of Contractor License, Type A, A-4, A-16, or L-53.
- D. Payment for the borehole construction will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for various lump sum or unit price items.
- E. Should the borehole be lost due to any negligent action on the part of the CONTRACTOR, the borehole shall be abandoned at no cost to the OWNER in accordance with ADWR Article 8, Rule R12-15-816, and a replacement borehole shall be constructed in the immediate area. The replacement borehole location will be selected by the CONSULTANT, and the replacement borehole shall be completed in accordance with all the terms and conditions stated herein.

1.4 Noise Control

It is the CONTRACTOR's responsibility to meet all ordinances regarding noise and noise control. Noise control must be in accordance with the American Society for Testing and Materials (ASTM) Standard E 90-90. Borehole Site sound barricades will not be required at AV-B1. Borehole Site sound barricades may be required at AV-B2 based upon recommendations from the City of Avondale pending the final borehole location and approved drill shift rotation schedule. A housing subdivision is situated east of the AV-B2 borehole site.

1.5 Site Safety and Security

The CONTRACTOR is responsible for meeting the requirements of Site safety in accordance with the General Terms and Conditions. Site Security will include the installation of a temporary chain link fence about the jobsite perimeter to secure equipment from vandalism and theft, and prevent public entry and injury.

2.0 SUMMARY OF WORK

2.1 Borehole Construction

- A. The boreholes shall be drilled in a single pass. The boreholes will be drilled to evaluate the geologic, hydrologic, and water quality conditions of three subsurface aquifers.

B. The general description of the activities for each borehole includes:

1. Mobilization of drill and support equipment to the Site. Installation of a temporary steel surface casing.
2. Drill the primary borehole from the base of the surface casing to a predefined total depth.
3. Conduct geophysical logging and a caliper log survey of the pilot hole.
4. Collect eight (8) zonal groundwater samples.
5. Abandon the borehole as per ADWR Article 8, Rule R12-15-816.
6. Demobilization of equipment and clean up of borehole Site to present condition, see Section 3.1.

C. Table 1 presents line item bid costs associated with the exploration borehole project scope.

3.0 PROTECTION OF SITE

3.1 General

- A. The CONTRACTOR shall take all necessary precautions to preserve the borehole Sites, as closely as practical, to its present condition. The CONTRACTOR shall be responsible for replacing any damaged items. At all times during the progress of this project, the CONTRACTOR is responsible to keep the borehole Sites free of litter and debris.
- B. During mobilization, new plastic tarps shall be placed beneath the drilling rig and other equipment to protect the Sites against oil or hydraulic fluid spills or leaks, and will remain beneath the drilling rig and other equipment until demobilization. All open sub-surface pits must be fenced. After completion of drilling, earthen mud pits shall be drained and allowed to dry to the maximum extent possible. The pits shall be backfilled and compacted with clean earth in 1.0 foot lifts.
- C. Drilled cuttings may be spread evenly in a thin layer at the Sites, such that it does not pose a threat to existing vegetation or drainage. Excess drill cuttings will be stockpiled and disposed of off-site in accordance with applicable local, state and federal regulations. Excess gravel materials delivered to the site shall be disposed of off-site in accordance with applicable local, state and federal regulations.
- D. Water discharged from the borehole Site during drilling, and sampling development shall be conveyed to an OWNER-designated point of discharge. No water shall be discharged from the Site at any time without prior approval from the CONSULTANT. The CONTRACTOR shall be responsible for any damages to property that results from unauthorized discharge of water. The CONSULTANT will obtain all necessary discharge water permits and notify all necessary private parties prior to discharge events. The CONSULTANT will obtain all applicable ADWR drilling and abandonment permits.

- E. After completion of the work required in these specifications, the CONTRACTOR shall remove all debris, waste, trash and unused materials or supplies, shall obliterate all signs of temporary construction facilities such as temporary work areas, temporary structures, stockpiles of excess or waste materials, and shall restore the Sites, as closely as possible, to their present conditions.

4.0 UTILITIES

4.1 General

The CONTRACTOR shall furnish all required fuel, power, light, heat, telephone and sanitary facilities for its operations.

4.2 Water

Potable water for the drilling program will be available to the CONTRACTOR from existing City of Avondale fire hydrants. The CONTRACTOR is responsible for related water use fees and water meter rental from the City of Avondale. The CONTRACTOR must meter the water used and will be responsible for installation of an OWNER-approved backflow prevention device and any additional piping, connections or ancillary equipment required for the use of the water at the Sites.

4.3 Underground Utilities

The CONTRACTOR is responsible, at its own cost, for locating any underground utilities or pipelines at the borehole Sites prior to excavating and/or drilling. The CONTRACTOR is responsible for all costs associated with repair or replacement of any underground utilities or pipelines that are damaged during the course of drilling activities. The CONTRACTOR shall comply with the State requirements regarding excavation and underground utilities per Arizona Revised Statutes (A.R.S.), Chapter 2, Article 6.3, Sections 40.360.24 through 40.360.31, and other pertinent Sections of the Arizona Blue Stake Law. The CONTRACTOR shall also notify the appropriate utility company or agency of any of its operations that may affect their utilities.

4.4 Restroom Facilities

The CONTRACTOR shall provide, at its own cost, a portable restroom facility at the borehole Sites during all operations of the project through borehole construction, zonal sampling and abandonment.

5.0 EQUIPMENT

5.1 General

- A. The CONTRACTOR shall furnish and maintain in safe and efficient working condition, all equipment necessary to perform the specified work, including a drilling rig or rigs capable of performing the specified operations to the specified depths, equipment for zonal water quality sample collection, geophysical logging, and auxiliary equipment as specified or required to complete the described tasks. The drill rig(s) used for the exploration boreholes shall have a depth capacity no less than 2,500 feet bgs.
- B. If the CONTRACTOR's equipment is not capable of satisfactorily performing the work as specified herein, the CONTRACTOR, at its own cost, shall substitute equipment that is satisfactory to the CONSULTANT.
- C. If compressed air is introduced into the borehole during drilling, sampling, or borehole development, the air from the compressor must be treated by passage through a high-volume carbon or coalescing filter to remove organic contaminants (e.g., compressor lubrication oil).
- D. Prior to the start of drilling, the CONTRACTOR shall decontaminate the drilling rig and down hole tools by steam cleaning. The CONTRACTOR shall provide written certification of the decontamination of the CONTRACTOR's equipment prior to utilization. All necessary steam cleaning will be conducted at the CONTRACTOR's expense and shall be performed at an off-site location.
- E. The compressor(s) used for air supply during drilling and airlift development activities shall be capable of a minimum of 350 pounds per square inch (psi) and 750 cubic feet per minute (cfm). The drill pipe shall have a minimum 4-inch diameter (ID), and the airline shall have a minimum 1.0 inch diameter.
- F. The drill rig and support equipment for the project shall be well maintained and meet OSHA standards. The rig walkways and stairways shall be guarded with rails or safety chains to prevent falls, and the CONTRACTOR personnel shall utilize a secured safety harness at all times when ascending the rig derrick. All high pressure hoses shall be equipped with safety checks or chains to protect personnel in the event of a hose failure.

6.0 REPORTS, LOGS AND RECORDS

6.1 General

The CONTRACTOR shall keep accurate and legible logs as described below. The forms for penetration rate log, daily driller's report, and drilling fluid control log must be approved by the CONSULTANT.

6.2 Penetration Rate Log

During the drilling of the borehole, a time log shall be kept showing the actual penetration time required to drill each foot of the borehole. The types of bits used in each interval of the borehole shall be noted in this log and whether designed for soft, medium, or hard formations, including approximate weight on the bit, and the rotation speed of the bit during the drilling of the various types of formation in the various sections of the borehole. This log shall be available for review by the CONSULTANT throughout the drilling program and shall be delivered to the CONSULTANT upon completion of drilling.

6.3 Daily Driller's Report

During the drilling and construction of the boreholes, a detailed driller's report shall be maintained and provided daily to the CONSULTANT at the borehole site. The daily driller's report forms must be International Association of Drilling Contractors (IADC) or equal approved by the CONSULTANT. The report shall give a complete description of all formations encountered including number of feet drilled, number of hours on the job, shutdown due to breakdown, type of bit used, weight of the collars included in the drill string, weight on the bit, amount and type of drilling fluids used, plumbness test results at each 100-foot interval, and length and type of casing set and such other pertinent data as may be requested by the CONSULTANT. CONTRACTOR personnel will submit the log to the CONSULTANT for approval.

6.4 Driller's Log

During the drilling of the borehole, the CONTRACTOR shall prepare a detailed driller's log in compliance with the requirements of the ADWR. The log shall include the reference point for all depth measurements, a generalized description of each formation encountered, the depth at which each formation is encountered, and the thickness of each formation. The lithologic log prepared by the CONSULTANT will be made available to the CONTRACTOR to assist in the preparation of the driller's log. A copy of the driller's log shall be furnished to the CONSULTANT and OWNER.

6.5 Drilling Fluid Record

During the drilling of the borehole, a log of drilling fluid properties shall be maintained. The drilling fluid record will be recorded on an American Petroleum Institute (API) approved form. The drilling fluid log shall be available for review by the CONSULTANT and OWNER throughout the course of drilling.

7.0 DRILLING FLUID CONTROL PROGRAM

7.1 General Requirements

The CONTRACTOR shall maintain current records at the site at all times to show: 1) the time, depth and results of all drilling fluid tests; 2) all materials added to the system, i.e. kind, amount, time and depth; and, 3) variances or modifications from the agreed upon fluid program such as time, depth, reason and authorization. The CONTRACTOR is responsible for maintaining an adequate supply of drilling fluid additives (including lost circulation material) at the drilling site.

During the drilling of the boreholes, care will be required to minimize chemical or biological disturbance of the formation adjacent to the borehole. The use of organic drilling fluid materials (such as starch, guar, or cottonseed hulls) will not be accepted for drilling. The use of organic polymer additives will be allowed, subject to CONSULTANT approval. Material Safety Data Sheets (MSDS) from the manufacturer for all drilling fluid additives must be provided to the CONSULTANT for review prior to their use. The CONSULTANT reserves the right to reject any and all proposed additives. The CONTRACTOR shall be responsible for maintaining the quality of the drilling fluid to assure:

1. Protection of water-bearing formations exposed to the borehole
2. Representative samples of the formation materials.
3. Complete and accurate geophysical logging.
4. Maximum development capability and optimum potential yield of the zonal groundwater quality samples.
5. Inhibition of the formation and prevention of formation-caused drilling problems (e.g., heaving sands, swelling clays, or lost circulation).
6. Protection of the integrity of the boring during the drilling, zonal sampling, abandonment operations.

In addition, the CONTRACTOR shall maintain a drilling fluid that does not exceed a sand content (solids larger than 200 mesh) of greater than 4 percent by volume, in accordance with American Water Works Association (AWWA) Standard A100.

7.2 Drilling Fluid Control Plan

The CONTRACTOR shall provide a Drilling Fluid Control Plan to the CONSULTANT that outlines specific drilling fluids the CONTRACTOR plans to use, how anticipated changes in the drilling conditions will affect the Drilling Fluid Control Plan (e.g., expected mud weights for different situations and sand content control), fluid testing procedures, and equipment that will be used. The Drilling Fluid Control Plan must be approved by the CONSULTANT.

7.3 Drilling Fluid Testing

- A. The CONTRACTOR shall retain an experienced drilling fluid engineer as a SUBCONTRACTOR. Physical and chemical properties of the drilling fluid are to be measured in accordance with the procedures of API Standard RP 13B "Standard Procedures for Testing Drilling Fluids." Samples tested are those collected at the drilling fluid discharge line with care taken to assure a true and representative sample. Drilling fluid tests shall be conducted a minimum of: (1) every 24-circulating hours; (2) when significant changes to the drilling fluid are made; (3) whenever conditions appear to have changed or when problems arise; or (4) at the request of the CONSULTANT.
- B. The CONTRACTOR shall maintain current records at the borehole Site at all times to show: (1) the time, depth, and results of all drilling fluid tests; (2) all materials added to the system, i.e., kind, amount, time, and depth; and (3) variances or modifications from the agreed-upon drilling fluid program such as time, depth, reason, and authorization.

7.4 Lost Circulation

During the drilling of the borehole, if there is no return of circulated drilling fluid for a period of at least two (2) continuous hours, the OWNER will compensate the CONTRACTOR for the period of drilling under lost circulation conditions, at the CONTRACTOR's hourly rate beyond the two-hour period. Also, the OWNER will provide compensation including the CONTRACTOR's percent markup (not to exceed 5%) for all drilling fluid materials and additives used during the period of lost circulation. The conditions of this Section shall apply from the beginning of the time period of total lost circulation, with no returns at the land surface, and shall continue only until such time as drilling fluid circulation is regained, with full or partial returns of drilling fluid at the land surface. After an initial lost circulation event has occurred, should circulation be lost again, the conditions of this paragraph will go into effect immediately, and continue until such time as drilling fluid circulation is regained with full or partial returns of drilling fluid at the land surface.

The CONTRACTOR shall notify the CONSULTANT any time the CONTRACTOR experiences lost circulation and intends to invoke the lost circulation clause. Notification must be within the hour of observed lost circulation, and a written field order to continue shall be given to the CONTRACTOR, or no compensation for lost circulation will be made.

8.0 MATERIALS

8.1 General

- A. All materials shall be new and in good condition, and shall be supplied by the CONTRACTOR.

- B. The CONSULTANT may reject any materials that do not meet specifications or tolerances as determined by the CONSULTANT. Any additional standby time or other costs incurred by the CONTRACTOR, as a result of the rejection of any specified materials provided by the CONTRACTOR or its suppliers, shall not be compensated by the OWNER and shall be the sole responsibility of the CONTRACTOR.

9.0 BOREHOLE DRILLING AND INSTALLATION

9.1 Installation of Surface Casing

- A. The surface-casing borehole shall be drilled with a CONTRACTOR specified diameter which has been approved by the CONSULTANT, to a depth of greater than or equal to 20 feet. The surface casing boring may be drilled using a rotary drilling method or by use of the bucket auger (solid stem auger) drilling method.
- B. Bentonite chips and excavated borehole soil will be placed in the annulus from the base of the surface casing to the ground surface.

9.2 Borehole Advance

- A. The boreholes shall be drilled using the direct rotary method or reverse circulation method and be in compliance with the drilling fluid testing and reporting requirements of these specifications. The borehole shall be drilled with a CONTRACTOR specified diameter which has been approved by the CONSULTANT. The CONSULTANT reserves the right to direct the drilling of the borehole to a greater or lesser depth, depending on geologic formations and other subsurface conditions. All drilling and zonal sampling operations shall be conducted on a 24-hour per day schedule. The schedule can be modified pending CONTRACTOR and CONSULTANT discussions with OWNER approval. During the drilling of the borehole, deviation surveys shall be performed using a mechanical drift inclinometer. Drift measurements shall be taken at 100-foot intervals. A 3-degree unit shall be used with the inclinometer. The maximum acceptable drift from the vertical per 100-foot survey shall be no more than 1.0 degree, unless otherwise approved by the CONSULTANT.
- B. During the drilling of the borehole, the CONTRACTOR shall collect and preserve for the CONSULTANT, two duplicate samples of the drill cuttings. The representative formation samples of the drill cuttings shall be collected at 10-foot intervals from the land surface to the total depth of the borehole. The CONTRACTOR shall provide an acceptable means of sampling the drilled cuttings at the discharge point. Sample collection with sieves will not be allowed. A sump-type, or split baffle-type sampling device shall be provided by the CONTRACTOR. Each cutting sample shall be carefully collected from the sampling point, and the sample catching device shall be cleaned of all cuttings after each sample is taken.

- C. The samples shall be placed in labeled 4 1/2-inch x 6-inch cloth sacks (HUBCO or equal), plastic bags are not acceptable. Each sample shall be laid out in a sample storage area on a waterproof tarp or ground cloth with each sampled interval in descending order. The samples shall be maintained in sequence, unmixed, until they have been examined and logged by the CONSULTANT. The sampling program and equipment must be approved by the CONSULTANT.

9.3 Geophysical Logging

- A. Geophysical logging of each borehole will be conducted after reaching each borehole total depth. The geophysical logging company will be subcontracted by the CONTRACTOR. The geophysical logging SUBCONTRACTOR must be pre-approved by the CONSULTANT. For bidding purposes, geophysical logging of the borehole is included as Item No. 6 on the bidding schedule, which shall also include standby time incurred by the CONTRACTOR during logging operations. The geophysical logging suite shall include the following logs:

1. Spontaneous Potential and Resistivity Log (Electric Log)
2. Acoustic Log (Sonic Log)
3. Natural Gamma Ray Log
4. Temperature Log
5. Guard Log
6. Caliper Survey
7. Magnetic Deviation Survey

- B. The CONTRACTOR shall keep the borehole full of drilling fluid at all times during geophysical logging operations to stabilize the borehole and provide log integrity. The CONTRACTOR shall ensure the logging tools can be run to the total depth of the borehole without interference by obstructions or tight sections in the boring.
- C. The geophysical logging SUBCONTRACTOR shall provide three field copies of each geophysical log survey to the CONSULTANT upon completion of logging. Within 10 days after completion of logging, 6 final copies of each geophysical log shall be provided to the CONSULTANT including an electronic original of the logging data.

9.4 Zonal Water Sample Collection

- A. After the completion of geophysical logging of the borehole, the CONTRACTOR shall collect zonal (depth-specific) groundwater samples at the depths designated by the CONSULTANT. It is anticipated that eight zonal samples will be collected, although the CONSULTANT may add or omit samples based on subsurface conditions encountered. After each zonal sample is collected, the CONTRACTOR shall obtain a measurement of the static water level for that test interval. The CONSULTANT reserves the right to

shorten or extend each sample interval purge period. The CONTRACTOR will air-lift, bail, or pump develop each zonal interval up to a 12-hour maximum. Additional development hours beyond the 12-hour period will be billed at the CONTRACTORS specified hourly rate. The equipment used during zonal development and sampling operations shall be defined in the CONTRACTOR's Work Plan Summary response. The recommended method of sample collection is as follows:

1. The borehole lowermost sample interval will be filled with clean pea gravel. The portion of the borehole immediately beneath the interval to be sampled shall be sealed with no less than 5 feet of bentonite pellets (Timed Hydration) or a blend of bentonite chips and pellets, not exceeding 50 percent chips. Bentonite chips will not solely be used for seal construction. The depth of the bentonite fill shall be measured with a wire line or other measurement device. The bentonite shall be installed through a tremie pipe.
 2. A steel educator pipe shall be installed to the sample depth. The educator pipe shall have a bottom cap and be perforated over the bottom 20 feet.
 3. An envelope of pea gravel shall be installed around the educator pipe to the top of the interval to be sampled, and the gravel envelope will be capped with another layer of bentonite chips-pellets (minimum 5 feet in thickness). The pea gravel shall be installed through a tremie pipe.
 4. The sample interval of the borehole shall be purged by airlifting, bailing, or pumping for an adequate period to evacuate the drilling fluid from the borehole to the extent that a representative zonal water quality sample can be obtained. The equipment used during purging and sampling operations shall be defined in the CONTRACTOR bid response Work Plan Summary. Approximately 12 hours of airlifting, bailing, or pumping will be required for each zonal sample.
 5. After zonal sampling is complete and the static water level recorded, the zonal sample construction procedure shall be repeated for each sample interval.
- B. The specific zonal sampling procedure, duration of airlifting at each sample interval, and the location of purged water discharge must be approved by the CONSULTANT. The sample need not be free of sand grains, but must be reasonably clear.

10.0 BOREHOLE ABANDONMENT

- A. Upon completion of zonal sampling each borehole will be re-drilled to total depth and abandoned pursuant to ADWR Article 8, Rule R12-15-816.
- B. Borehole abandonment will consist of the installation of sand cement grout or high solids bentonite chips (minimum 15 percent solids by weight) by tremie from the bottom of the borehole to 22 feet bgs. A sand-cement grout plug shall be installed from 22 to 2 feet bgs to complete the borehole surface seal, and then backfilled with native soil for completion. Payment for borehole abandonment will be in accordance with the bidding

schedule Items No.10 through No.12. Separate line item costs for use of sand-cement and high solids bentonite abandonment materials are included.

11.0 REQUEST FOR BID

Please include within your bid response the following line items:

- A. A brief Work Plan Summary including:
 - Resume of Job Foreman and Company related experience.
 - Specific exploratory boring experience in Southwestern U.S. during past five (5) years.
 - Proposed drilling method.
 - Exploration boring surface conductor size and depth.
 - Exploration borehole diameter.
 - Zonal water quality tooling and method for collection.
- B. Define the maximum depth capacity of your drilling equipment based upon your proposed Work Plan Summary. Define the maximum depth capacity of your equipment to construct depth specific zonal intervals through tremie methods.
- C. AMEC will consider any and all recommended modifications to the here-in proposed scope with regard to the drilling, zonal sampling, abandonment, and scheduling per the drilling CONTRACTOR's tooling and experience. Please include any recommended modifications and associated costs with your Work Plan Summary.

TABLES



TABLE 1
BIDDING SCHEDULE FOR CITY OF AVONDALE
EXPLORATION BOREHOLE PROGRAM

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	Primary Mobilization/Demobilization	LS	1		\$
2	Mobilization/Demobilization between boreholes	EA	1	\$	
3	Temporary surface casing construction (2 @ 20')	LF	40	\$	\$
4	Noise control sound barricades (AV-B2 site)	LF	150	\$	\$
5	Drill (2) exploration boreholes	LF	3,000	\$	\$
6	Geophysical logging borehole (full suite)	LS	2	\$	\$
7	Zonal sampling tool placement	EA	16	\$	\$
8	Zonal sampling air-lifting (16 zones @ 12 hrs ea.)	HR	192	\$	\$
9	Zonal sample air-lifting rate > 12 hours	HR	1	\$	
10	Borehole re-drilling	LF	3,000	\$	\$
11	Borehole abandonment sand-cement grout ⁽¹⁾	CY	51.9	\$	\$
12	Borehole abandonment high solids bentonite grout⁽²⁾	CF	1,400	\$	\$
21	Unavoidable delay				
	A. With crew	HR	1	\$	
	A. Without crew	HR	1	\$	

(1) Line Item #11 Volume based upon a 9.25 inch diameter borehole @ 3,000 feet. No % overage included.

(2) Line Item #12 Volume based upon a 9.25 inch diameter borehole @ 3,000 feet. No % overage included. Estimate 1.0 yd³ sand-cement to complete (2) 20-foot borehole abandonment surface seals per ADWR . Bidders include 1.0 yd³ sand-cement cost with bentonite grout line item #12.

TOTAL OF UNIT PRICES: _____ \$ _____
 (written words)

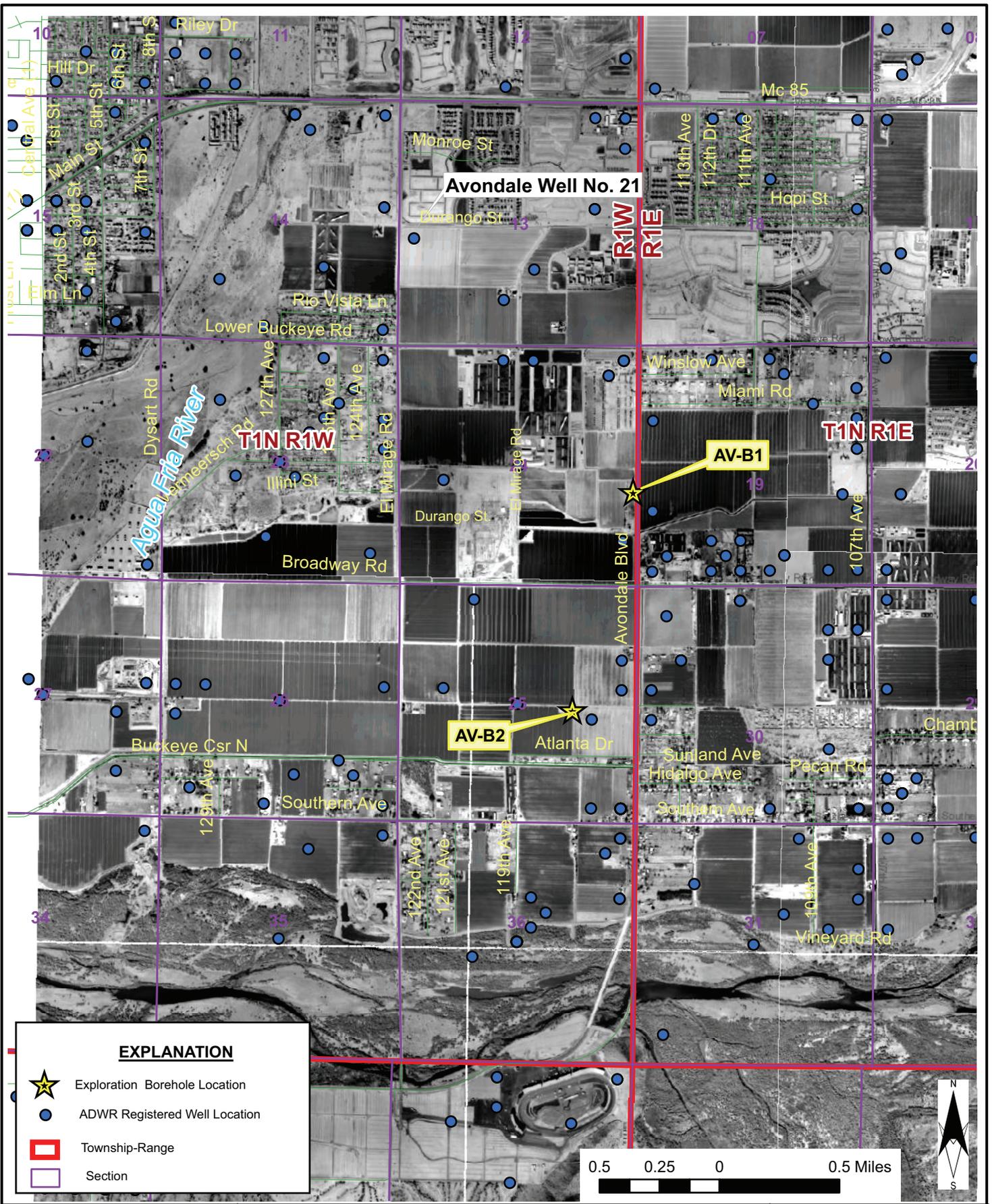
 (Signed) (Date)

 (Company Name)

NOTES:

1. Quantities are not guaranteed. Final payment will be based on actual quantities. If the required quantities of the items listed above are increased or decreased by Change Order, the unit prices set forth above shall apply to such increased or decreased quantities.
2. The cement grout, and bentonite material volumes are estimated based on the calculated annulus volume. Only materials utilized in borehole construction will be subject for payment.
3. The contractor's Total Bid is based upon the unit prices and allowances. If there is an error in the Total Bid or other computed totals by the bidder, it shall be changed and the unit price amounts shall govern.
4. All prices include all applicable Contractor's tax.

FIGURES



JOB NO.:	PW06-04-01
DESIGN:	GPN
DRAWN:	GPN
DATE:	05/09/06
SCALE:	1:34,020

LOCATION MAP

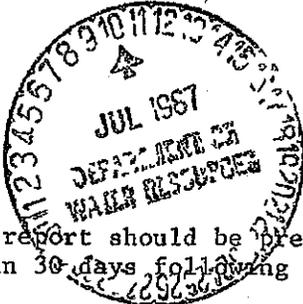
City of Avondale
 Maricopa County, Arizona

	FIGURE 1
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APPENDIX A

ADWR REGISTERED WELL DRILLER REPORTS



STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
99 EAST VIRGINIA AVENUE
PHOENIX, ARIZONA 85004

WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well

1 Owner GERBEN BOSCHMA
Name
8921 W. Broadway Road, Tolleson, Arizona 85353
Mailing Address

2 Driller ODOM'S INC
Name
327 N 1st Street, Buckeye, Arizona 85326
Mailing Address

3 Location of well TWN 1N, RGE. 1, SEC 27, NW,NE,NW

4 Permit No 55-517189
(if issued)

DESCRIPTION OF WELL

5. Total depth of hole 1099 ft

6 Type of casing STEEL

7 Diameter and length of casing 8 in from 0 to 10/0, in from _____ to _____

8 Method of sealing at reduction points _____

9 Perforated from 405 to 445, from _____ to _____, from _____ to _____

10 Size of cuts 1" x 1/8" 6 around Number of cuts per foot 36

11 If screen was installed Length _____ ft Diam _____ in Type _____

12. Method of construction DRILLED
drilled, dug, driven, bored, jetted, etc

13. Date started April 15, 1987
Month Day Year

14 Date completed July 8, 1987
Month Day Year

15 Depth to water 60 ft (If flowing well, so state)

16 Describe point from which depth measurements were made, and give sea-level elevation if available GROUND

17 If flowing well, state method of flow regulation _____

18 Remarks _____

55-517189
A(1-1)27 bab
Entered **ENTERED JUL 13 1987** By _____

WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well

1 Owner B & T Farms, Inc. Name
2040 W McDowell Road, Phoenix, Arizona 85009 Address

2 Lessee or Operator _____ Name
_____ Address

3 Driller Odom Drilling Name
327 N. 1st. Street, Buckeye, Arizona 85326 Address

4 Location of well T1N, R1E, Sec. 14, NW1/4 NE1/4 NW1/4

5 Permit No T-507637
(if issued) DESCRIPTION OF WELL

6 Total depth of hole 1445' ft

7 Type of Casing Steel

8 Diameter and length of casing 10" in from 0 to 20, 8" in from 20 to 1133

9. Method of sealing at reduction points Welded steel plate

10 Perforated from 445 to 518 from _____ to _____ from _____ to _____

11 Size of cuts 1 1/2" x 1/8" Number of cuts per foot 24

12 If screen was installed Length _____ ft Diam _____ in type _____

13 Method of construction Drilled drilled, dug, driven, bored, jetted, etc

14 Date started November 27 1984
Month day year

15 Date completed April 8 1985
Month day year

16 Depth to water 73' ft (If flowing well, so state)

17 Describe point from which depth measurements were made, and give sea-level elevation if available
Ground level

18 If flowing well, state method of flow regulation _____

19 REMARKS- _____

DO NOT WRITE IN THIS SPACE
OFFICE RECORD
Registration No 55-507637
Received _____ By _____
Entered 4-18-85 By _____
File No A(1-1)14 bab

MICROFILMED



(Well log to appear on Reverse side)

LOG OF WELL

Indicate depth at which water was first encountered, and the depth and thickness of water bearing beds. If water is artesian, indicate depth at which encountered, and depth to which it rose in well.

From (feet)	To (feet)	Description of formation material
0	30'	Valley fill
30'	35'	Sandy clay
35'	45'	Clay
45'	100'	Sand
100'	116'	Coarse sand and gravel
116'	163'	Clay, gravel and sand
163'	185'	Clay
185'	224'	Gravel, sand and some clay
224'	245'	Sand with trace of clay - 33 drops
245'	265'	Sand - 33 drops hardness
265'	270'	Sand - 28 drops hardness
270'	280'	Sand and gravel with trace of clay - 29 drops hardness
280'	305'	Sand with trace of clay - 36 drops hardness
305'	320'	Sand with trace of clay
320'	330'	Clay
330'	340'	Clay and sand strips - 36 drops hardness
340'	350'	Clay
350'	351'	Sand - 27 drops hardness
351'	354'	Clay
354'	400'	Sandy clay - 16 drops hardness
400'	430'	Clay
430'	440'	Fine sand - 16 drops hardness
440'	475'	Clay
475'	483'	Fine sand - 14 drops hardness
483'	490'	Sandy clay
490'	1055'	Clay
1055'	1105'	Silty clay
1105'	1445'	Clay

I hereby certify that this well was drilled by me (or under my supervision), and that each and all of the statements herein contained are true to the best of my knowledge and belief.

Driller Ray Parker
Name RAY PARKER

Star Rt. Box 69
Address

Buckeye, Arizona 85326
City State Zip

Date April 12, 1985

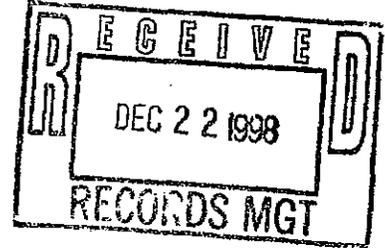
ARIZONA DEPARTMENT OF WATER RESOURCES

B(1-1)3 UDT

500 North Third Street
Phoenix, Arizona 85004

WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well.



1. ZIM INDUSTRIES INC.
4545 EAST LINCOLN
FRESNO, CA 93725
2. Owner Name: City of Goodyear
Address: 119 N. Litchfield Road
City Goodyear State AZ Zip 85338
3. Location: 1 N/S 1 E/W 3 $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE
Township Range Section 10-acre 40-acre 160-acre
4. Well Registration No. 55-566942 (Required)
5. Permit No. S-566942 (If issued)

DESCRIPTION OF WELL

6. Total depth of hole 1037 ft.
7. Type of casing Low Carbon Steel
8. Diameter and length of casing 16 in. from 0 to 310, 16 in from 550 to 570
9. Method of sealing at reduction points _____
10. Perforated from 310 to 550, from _____ to _____ from _____ to _____
11. Size of cuts .035 slot Number of cuts per foot _____
12. If screen was installed: Length 310-550 ft. Diam 16 in. Type Low Carbon (wire-wrap)
13. Method of construction Reverse Rotary
(drilled, dug, driven, bored, jetted, etc)
14. Date started Sept 4 1998
Month Day Year
15. Date completed Oct 28 1998
Month Day Year
16. Depth to water 84ft 6in ft. (If flowing well, so state)
17. Describe point from which depth measurements were made, and give sea-level elevation if available
From Surface Elevation: 887ft
18. If flowing well, state method of flow regulation: _____

19. Remarks: Filter Pack From
562ft to 277ft
Mortar sand 277ft to 270ft
Bentonite 270ft to 252ft
Cement grout 252ft to surface
conductor casing 0 to 59ft

DWR-55-55-7195 (Rev.)

DO NOT WRITE IN THIS SPACE
OFFICE RECORD

Registration No. 55-566942
File No. B (1-1) 3 DBA
Received _____ By _____
Entered _____ By _____

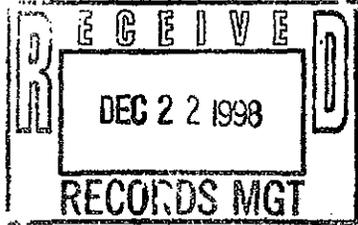
ANSWERED DEC 22 1998

PRELIMINARY

WELL NO. 18-A Page 1 of 14

Project <i>City of Goodyear No. 18A</i>	Location <i>B(1-1)3 dub</i>	Elevation <i>2887 ft amsl</i>	Project No. <i>6566</i>
Drilling Co. <i>Zim Industries, Inc.</i>	Drilling Equipment <i>DOECO 1764</i>	Date Started <i>9-4-98</i>	Date Finished <i>9-23-98</i>
Conductor Casing <i>59' deep (1 strikeup) 32" O.D., 0.375" wall thickness steel</i>	Casing <i>16 in. LGS to 309 ft. bls</i>	Screen <i>16 in. LGS wire wrap (0.039 in. slot) 309-550 ft bls</i>	
Filter Pack <i>Tacna 8-12 (277-562 ft.)</i>	Lithology Described By <i>GCB, DKG</i>	Drilling Method <i>reverse rotary</i>	
Bentonite Seal <i>mortar sand 270-255 ft. bentonite 252-270 ft.</i>	Geophysical Logs <i>gamma ray, neutron, sonic, ground resistivity, caliper,</i>	Drilling Fluid <i>fresh water, soda ash, Quik Gel, + Drispac Plus</i>	
Cement Grout Seal(s) <i>Pozzolan cement surface - 252 ft.</i>	Development <i>Swab & airlift Pump + Surge</i>	Total Depth <i>1,037 ft. bls.</i>	
	Water Level <i>84.5 (10-21-98)</i>	Completion Depth <i>583 ft. bls.</i>	

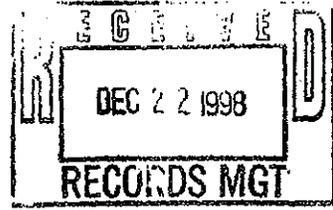
Description	Depth (ft)	Drill Rate	Remarks
Surface: Silty Clay, Light Gray (Munsell 10YR 7/2) dry	0		Spud in Gil's Texoma XL track auger rig - 42" bit
1-10": Silty sand to gravel (20% sand, 10% clay, 70% moderate plasticity, strong rxn to HCl)	10		
10-20": Clayey, Sandy Silty, Pale Brown (Munsell 10YR 6/3 dry)	20		
20-30": Cobble, Silty, Sand, Pinkish Gray (Munsell 2.5YR 7/2) dry	30		
30-40": Cobble, Silty, Sand, Pinkish Gray (Munsell 2.5YR 7/2) dry	40		
40-50": Cobble, Silty, Sand w/ Boulders, Light Brownish Gray (Munsell 10YR 6/2 damp)	50		
50-55": Cobble, Silty, Sand w/ Boulders, Light Brownish Gray (Munsell 10YR 6/2 damp)	55		moist
55-58": Cobble, Silty, Sand w/ Boulders, Light Brownish Gray (Munsell 10YR 6/2 damp)	58		
58-60": Cobble, Silty, Sand w/ Boulders, Light Brownish Gray (Munsell 10YR 6/2 damp)	60		Slight reaction to HCl, very plastic. TO auger hole

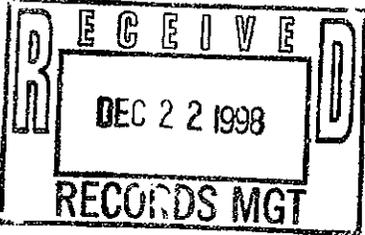


Silty, Cobble, Clay, Light Brown (Munsell 2.5 YR 6/4 damp)

PRELIMINARY WELL NO. 18 - Page 2 of 14

Description	Depth (ft)	Drill Rate	Remarks
<p>Silty, Gravelly Sand. Pinkish gray (Munsell 5YR 7/2 - damp) Subangular to rounded fine gravel (15%), medium to fine sand - angular to rounded (70%), silt (15%). No plasticity. Gravel & sand mixture of matrix & felsic. No reaction to HCl.</p> <p>70ft - 80ft; same as above except coarse gravel (5%), fine gravel (15%), coarse to fine sand (65%), silt (15%)</p>	60		drilling starter hole w/ 1 7/8" mill tooth bit
	to		
	70		
	to		
	80	1.3 ft/hr	
	to	1.7 ft/hr	
	90	6.8 ft/hr	
	to		
	100		
	to		
<p>Silty Sand w/ Clay. Angular to subrounded fine gravel (5%), angular to rounded medium to fine sand (50%), silt (35%), clay (10%). Slightly plastic. Sand & gravel mixture of matrix & felsic. No reaction to HCl.</p>	120	10 ft/hr	123" TOTCO = 0.50
	to		4K on bit, 50 rpm
	130	16.7 ft/hr	
	to		
	140	141" TOTCO = 3/8"	



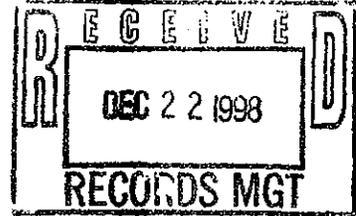
Description	Depth (ft)	Drill Rate	Remarks	
Silty, clayey sand w/ gravel. Brown (Munsell 7.5YR 5/4). Angular to subrounded gravel (coarse 5%, fine 10%), angular to rounded coarse to fine sand (35%), silt (20%), clay (30%). Slightly plastic. Gravel & sand mixture of indist & felsic. No reaction to HCl.	140	141	rig chatter - cobbles. W right on bit 2-4k, ~25rpm	
	to	6.7		
	150	ft/hr		
	to			
Gravelly sand w/ silt & clay. Brown (Munsell 7.5YR 5/4; damp sample). Angular to rounded gravel (coarse TR, fine (15%)) (fresh surfaces indicate some are from broken larger particles), very angular to well rounded medium to fine sand (TR coarse) (65%), silt (10%), clay (10%). No plasticity. Gravel & sand mixture of qtz w/ mafic & felsic. Mild reaction to HCl.	160	162		
	to	4.3		
	170	ft/hr		
	to			
	180	180		
	to	4.3		
	190	ft/hr		
	to			
	200	199		199 - 70700 = 1/4°
	to	7		45rpm, 6-8k on bit
210	206	bit plugged (clay)		
to	11.1			
220	218	w.o.B = 5k, 50rpm		

PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
Sandy, Silty Clay Brown (Munsell 7.5YR 5/3 - damp sample). Subangular to well rounded medium to fine sand (mainly feldspar & quartz) (25%), silt (30%), clay (45%). Moderately plastic to plastic. Moderate reaction to HCl.	220 to 230 to	11.4 ft/hr	<p>228' smoother drilling, clay chunks brought up - heavy clay w/ some sand</p> <div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center; margin: 0;">RECEIVED</p> <p style="text-align: center; margin: 0;">DEC 22 1998</p> <p style="text-align: center; margin: 0;">RECORDS MGT</p> </div> <p>TOTCO = 1/4"</p>
220-230: TR coarse sand	to	237	
230-240: TR fine gravel, TR white clay nodules	240 to	13.5 ft/hr	
250-270: incr. clay	250 to		
270-280: grain size of sand decr.	to	256	
	260 to	15.4 ft/hr	
	270 to		
	to	275	
	280	27	
	to	294	
Silty Sand w/Clay. Grayish brown (Munsell 10YR 5/2 - moist sample). Subangular to well rounded fine sand (quartz w/ some mafic & feldspar) (55%), silt (30%), clay (15%). TR coarse sand TR fine gravel. No reaction to HCl	290 to 300	13.5 ft/hr	

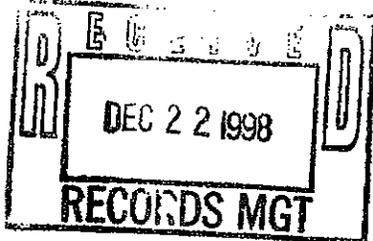
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
<i>(see description on previous page)</i>	300		
	to		
310-320; moderate reaction to HCl	310		
310-330; incr. clay	to	314 23 ft/hr	
	320	322	
	to	23 ft/hr	
	330		
	to		
	340	341	
	to		
	350	352	tuto 5/8"
	to	353 11.4 ft/hr	
	360		
	to		
	370	371	TOTCO = 1/4"
	to	11.4 ft/hr	
	380		



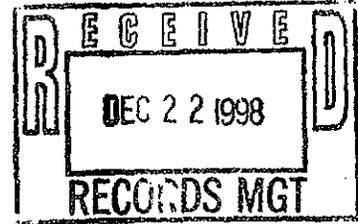
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
Sandy, Silty, Clay Brown (Munsell 7.5 YR 5/3 - damp sample) Subangular to well rounded fine sand (qtz w/ felsitic matrix) (25%), silt (25%), clay (50%). Slight to moderate reaction to HCl (incr. when dry). Plastic.	380 to 390 to	390 9 ft/hr	
400-410; incr. sand, TR fine gravel, incr. grain size of sand.	400 to		
410-420; incr. clay	410 to	409 9.8 ft/hr	TOTCO = 1/4°
Silty Clay Brown (Munsell 7.5 YR 5/3 - moist sample) Fine sand (TR), silt (20%), clay (80%). Clay stiff, very plastic. Slight to mod. reaction to HCl (incr. when dry).	420 to 430 to 440 to 450 to 460	428 13.4 ft/hr 447 15.2 ft/hr	428 ft. 3/8° 5K on bit 45/50 RPM 5K on bit 45/50 RPM



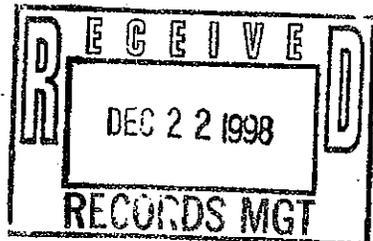
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
See previous page	460		
	to	460	
clayey and silty sand, brown (7.5 YR 5/3) rounded to sub angular fine-grained sand. Moderately reactive to HCl	470		5 K on bit 45/50 RPM
	to	20.7 ft/hr	
	480		
	to	485	
	490		
	to	20.7 ft/hr	
silty clay, brown (7.5 YR 4/3) with sand (+), moderate to low plasticity. Moderately reactive to HCl	500		
	to	504	504 total 3/8"
	510		
	to	22.8 ft/hr	
silty and clayey sand, brown (7.5 YR 5/4) fine to medium grain sand, sub rounded to sub angular. Moderately reactive to HCl	520		
	to	523	
	530		
	to	15.2 ft/hr	
	540		



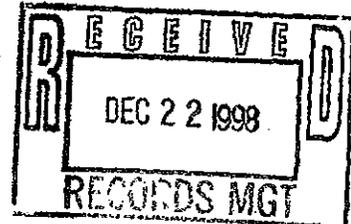
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
Silty clay, light brown (7.5YR 6/4) with sand (tr), moderately plastic slight reaction to HCl	540 to 550	542 12.0 ft/hr	
	to 560	561	
	to 570	10.85 ft/hr	
As above, with fine to medium sand (580' to 600')	580 to 590	580 13.4 ft/hr	580 to 600 1/2"
	to 600	599	
Silty clay, brown (7.5YR 4/4) stiff to hard, slight reaction to HCl	to 610	11.4 ft/hr	
	to 620	618	



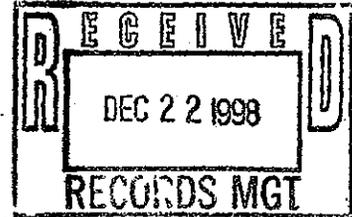
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
silty clay, brown (7.5 yr 4/4) plastic, st. Pd to hard moderate reaction to HCl	620 to 630	11.4 ft/hr	
630: clay coming up in plates or tabs, size of tabs incr. to 650' where they range up to 2"x3"x1/8"	630 to 637		
	640 to 650	12.10 ft/hr	45/50 RPM
	650 to 656		656 Totco = 5/8"
	660 to 670	8.8 ft/hr	50 RPM, 5K on bit
	670 to 676		676 totco 3/4"
	680 to 690	16.3 ft/hr	55 RPM, 8K on bit
	690 to 695		
	695 to 700		



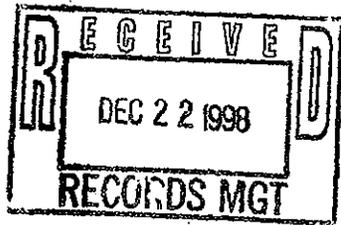
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
Same as above	700	15.4	
	to	ft/hr	
	710		
	to	715	
		14.4	
	720	ft/hr	
	to		
	730		
	to	734	
		Geolograph	737 - clay hearing on top of bit;
	740	down	mixed mud
	to		
	750		
	to	753	
		Geolograph	Mixing more mud.
	760	down	
	to		
	770		
	to	772	
		40 rpm, 8K on bit	772: Total = 3/8"
	780	6.7	
		ft/hr	
	780		



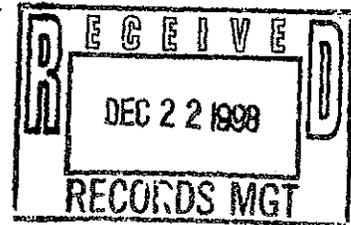
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
Same as above	780		
	to		
	790		
	to	791 795	Changed bits, lost 26' of hole + had to drill through
	800	5.8 ft/hr	
	to		
	810		
	to		
	820	819	clay balled up on bit
	to	823 6.6 ft/hr	
	830	829 831	
	to	12 ft/hr	
	840		
	to		
	850	849	
to	13.5 ft/hr		
860			



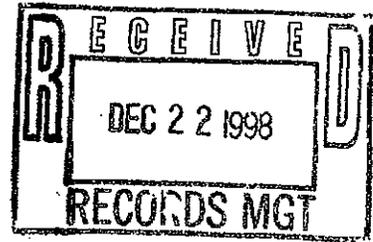
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
Same as above	860		
	to		
	870	868 9.4 ft/hr	TOTCO = 3/8"
	to		
	880		
	to		
	890	887 13.5 ft/hr	
	to		
	900		
	to		
	910	905 13.5 ft/hr	
	to		
	920		
	to		
	930	924 12.7 ft/hr	
	to		
	940		



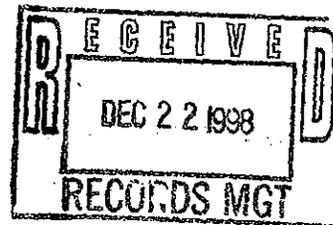
PRELIMINARY

Description	Depth (ft)	Drill Rate	Remarks
Same as above	940	942	
	to	12.7 ft/hr	
	950		
	to		
	960	961	
	to	16.6 ft/hr	
	970		
	to		
	980	980	
	to	18 ft/hr	
	990		
	to		
	1000	999	
	to	21.6 ft/hr	
	1010		
	to		
	1020	1020	



Description	Depth (ft)	Drill Rate	Remarks
Same as above	-1020	8 ft/hr	
	to		
	-1030		
	to		
	-1037		
	-1040		TO = 1,037 (08:30, 9-23-98)

PRELIMINARY

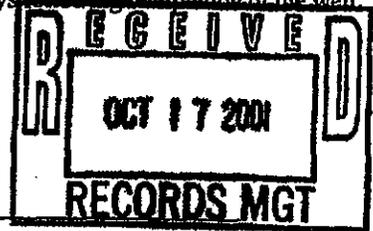


ARIZONA DEPARTMENT OF WATER RESOURCES

500 North Third Street
Phoenix, Arizona 85004

WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well.



1. Drilling Firm: Beylik Drilling, Inc.
3000 W. MacArthur Blvd., Suite 660
Santa Ana, CA 92704-6916

2. Owner Name: City of Avondale

Address: 1211 S. 4th Street
Avondale Arizona 85323
City State Zip Telephone Number

3. Location: N/S E/W 11 NW 1/4 NW 1/4 NE 1/4
Township Range Section 10-acre 40-acre 160-acre

4. Well Registration No. 55-578749 (Required)

5. Permit No. 74-553424.0001 (If issued)

DESCRIPTION OF WELL

6. Total depth of hole 1400' ft.
7. Type of casing Carbon Steel
8. Diameter and length of casing 20 in. from 0' to 550, in from _____ to _____
9. Method of sealing at reduction points N/A
10. Perforated from 370 to 530, from _____ to _____, from _____ to _____
11. Size of cuts 2 3/8" x .035" Number of cuts per foot 192
12. If screen was installed: Length _____ ft. Diameter _____ in. Type _____
13. Method of construction Drilled by reverse circulation
(drilled, dug, driven, bored, jetted, etc)
14. Date started October 17 2000
Month Day Year
15. Date completed January 10 2001
Month Day Year
16. Depth to water 57' ft. (If flowing well, so state)
17. Describe point from which depth measurements were made, and give sea-level elevation if available
Ground Level
18. If flowing well, state method of flow regulation:

19. Remarks: Well No. 15
800 GPM; 280' Drawdown

DO NOT WRITE IN THIS SPACE OFFICE RECORD	
Registration No.	<u>55-578749</u>
File No.	<u>B(1-1)11ABB</u>
Received _____	By _____
Entered _____	By _____

Duplicate 3

LOG OF WELL

Indicate depth at which water was first encountered, and the depth and thickness of water bearing beds. If water is artesian, indicate depth at which encountered, and depth to which it rose in well.

From (feet)	To (feet)	Description of formation material
60	80	Sand, Gravel & Rock
80	110	Sand & Gravel
110	130	Sand
130	140	Sand & Gravel
140	240	Sandy Gravel
240	250	Sand, Clay & Rock
250	340	Sand, Rock & Clay
340	370	Sand
370	390	Clay
390	400	Clay & Sand
400	410	Clay
410	420	Sand & Clay
420	430	Clay
430	440	Sand & Clay
440	450	Clay
450	470	Sand & Clay
470	1400	Clay

I hereby certify that this well was drilled by me (or under my supervision), and that each and all statements herein contained are true to the best of my knowledge and belief.

Driller Name: Ted Caldwell

555 S. Harbor Blvd.
Address

La Habra Calif. 90631 562-691-0903
City State Zip Phone No.

T. Caldwell 01-15-01
Signature of Driller Date

REPORT OF WELL DRILLED IN CRITICAL AREA

Report of Well Drilled in Critical Area is required to be made and filed with the State Land Commissioner upon completion of the construction of such well, pursuant to Section 10, Chapter 5, House Bill No. 2, Eighteenth Legislature, Sixth Special Session, 1948.

DE-5 1/2 IV

1. Owner THE SALT RIVER VALLEY WATER USERS' ASSOCIATION
Name 55 608428 Address _____
2. Lessee or Operator _____
Name _____ Address _____
3. Driller ROSCOE MOSS COMPANY Los Angeles, California
Name _____ Address _____
4. Location of Well: Twp. 1 N Rge. 1 E Sec. 6 Legal Subdivision NW 1/4 NW 1/4 SW 1/4
10 acre subdivision
It is _____ yards _____ from the nearest irrigation well.
if less than 1/4 mile direction
5. Purpose of use IRRIGATION
6. Place of use: Twp. _____ Rge. _____ Section(s) _____, _____ Acres _____
Legal Subdivision _____
7. If well is part of Irrigation District, Association, or Company, omit 6 and give name of project:
S. R. V. W. U. A.

DESCRIPTION OF WELL

8. Total depth of hole 1230 ft. 9. Type of Casing Hard red steel
10. Diameter and length of casing: 2.0 in. from 0 ft. to 1230 ft; _____ in. from _____ ft. to _____ ft;
_____ in. from _____ ft. to _____ ft; _____ in. from _____ ft. to _____ ft.
11. Method of sealing at reduction points Not Reduced
12. Perforated from 1215 ft. to 225 ft; from _____ ft. to _____ ft; from _____ ft. to _____ ft.
13. Size of cuts 5/8 x 4-1/2 Number of cuts per foot 10 per 12 inches
14. If screen was installed: Length _____ ft. Diameter _____ in. Type _____
15. Method of drilling California Type Cable Tool
drilled, dug, driven, bored, etc.
16. Date completed October 27, 1952 17. Depth to water 80 ft.
Month Year (If flowing well, so state)
18. Describe points from which depth measurements were made Ground Surface
Sea-level elevation _____ (if available)
19. Method of flow regulation if flowing well _____

REPORT OF PUMP INSTALLATION AND TEST

20. Tested well capacity 3640 GPM Method of measurement Pitot
gallons per minute well, orifice, meter, etc.
21. Depth immediately prior to capacity test, from land surface to static water level 84.9 ft.
22. Non-flowing well: Drawdown 20 ft. ft. measured after 72 hrs. hours of continuous operation,
and while pump is still operating. (at least 4)
23. Flowing well: Shut-in pressure _____ ft. above the land surface, or _____ pounds per square inch at the land surface.
24. Kind of Pump deepwell turbine
turbine, centrifugal, etc.
25. Kind of Power 150 hp electric motor
electric, natural gas, etc.
26. Horsepower Rating of Motor 150

DO NOT WRITE IN THIS SPACE	
OFFICE RECORD	
Received <u>2-19-53</u>	by <u>leo</u>
Filed <u>2-19-53</u>	by <u>leo</u>
File No. <u>(A-1-1)6cbb</u>	
Cross-referenced (Name) _____	by _____
Cross-referenced (Basin) _____	by _____
Cross-referenced _____	by _____

27. Permittee Joseph A. Hahn *Pump Div.*
Signature 55 608428 SAWNET.

WELL NO. #21

SHEET 1 OF 5

PROJECT: CITY OF ABUNDANCE PROJECT NO. 4115005 004 ADWR Reg No. 55-203924
 WELL LOCATION: B(1-1)13 CBB FOREMAN: M. OLLINONES
 DRILLING CONTRACTOR: LAYNE CHRISTENSEN LOGGED BY: G.P. NICKEL
 DRILLING EQUIPMENT: GD 2500 START DATE: 10-9-05 FINISH DATE: 10-12-05 *pilot*
 DRILLING METHOD: R. ROTARY WATER LEVEL: 62' BGS
 TOTAL DEPTH: 700' SCREEN INTERVAL: 260-300, 340-440, 480-560
 CASING: 16 5/8 HSLA 0.050 SLOT SAMPLING METHOD: 10' CONTINUOUS COMPOSITE SPLIT

Depth BGS (Feet)	USC Symbol	DESCRIPTION	WELL CONSTRUCTION DETAILS AND/OR DRILLING REMARKS
0-10	SP SM	0-10' POORLY GRADED SANDS of SILT & GRAVEL. 60% SAND, Fu to cs. ANG to SUBANG. POORLY SORTED. 30% GRAVEL, Fu to cs ANG to SUBANG, POORLY SORTED. 10% FINES SILT & CLAY, STRONG REACTION to HCl.	0-20 Int compo Predominant FELSIC VOLCANICS, DACITE & RHYOLITE, LESSER OTHER MIXED LITHICS: OPAPE, SCHIST GRANITE, BASALT, GRANIC DIORITE.
10-20	SM	10-20 Silty Sand 60% SAND, PREDOM. Fu to MED. SUBANG to END, MOD SORTED. 20% FINES SILT & CLAY STRONG REACTION to HCl.	
20-40	GM	20-40 Silty GRAVEL 60% GRAVEL, Fu to cs, SUBANG to END, POORLY SORTED 30% SAND, Fu to cs, SUBANG to END, POORLY SORTED. 10% FINES, SILT & CLAY, MOD REACTION to HCl.	20-40 Int compo 50/50 FELSIC VOLCANICS & MIXED LITHICS.
40-60	SP SM	40-60 POORLY GRADED SANDS of SILT & GRAVEL 75% SAND, Fu to cs, SUBANG to END, POORLY SORTED. 15% GRAVEL, Fu, SUBANG to END, MOD SORTED. 10% FINES SILT & CLAY, V. MINOR REACTION to HCl.	40-60 As DESCRIBED ABOVE. 50-60 Int compo PREDOMINANT FELSIC VOLCANIC DACITE.
60-90	SP SM	60-90. POORLY GRADED SANDS of SILT 85% SAND, Fu to cs, ANG to END, POORLY SORTED. 15% FINES, SILT & CLAY, NO PLASTICITY or DRY STRENGTH. LOW REACTION to HCl.	60-90 Int compo MIXED LITHICS OPAPE, SCHIST, GRANITE, DACITE, RHYOLITE, BASALT, & OTHERS.
90-110	SP SM	90-110 POORLY GRADED SANDS of SILT & GRAVEL 50% SAND, Fu to cs, ANG to SUBANG, POORLY SORTED. 30% GRAVEL, PREDOMINANT Fu, ANG to SUBANG, MOD SORTED 20% FINES SILT & CLAY LOW PLASTICITY & DRY MODERATE REACTION to HCl.	90-110 Int compo PREDOMINANT FELSIC VOLCANIC DACITE & RHYOLITE.
110-200	SP SM	110-200 POORLY GRADED SANDS of SILT 60% SAND, Fu to cs, ANG to SUBANG, POORLY SORTED. 25% FINES SILT & CLAY LOW PLASTICITY & DRY STRENGTH 15% GRAVEL, Fu ANG to SUBANG, POORLY SORTED. MODERATE REACTION to HCl.	110-200 Int compo PREDOMINANT FELSIC VOLCANIC DACITE & RHYOLITE. 30-50% OTHER MIXED LITHICS

Notes:



WELL NO. # 21

SHEET 2 OF 5

PROJECT: CITY OF AVONDALE PROJECT NO. 4115005004 ADWR Reg No. 55-203924
 WELL LOCATION: B(1-1)13 CBB FOREMAN: M. QUINONES
 DRILLING CONTRACTOR: LAYNE CHRISTENSEN LOGGED BY: G.P. NICKER
 DRILLING EQUIPMENT: G.P. 2500 START DATE: 10-9-05 FINISH DATE: 10-12-05 *pilot*
 DRILLING METHOD: R. ROTARY WATER LEVEL: 62' BGS.
 TOTAL DEPTH: 700' SCREEN INTERVAL: 260-300 340-440, 480-560.
 CASING: 16 5/8" HSCA 0.050 Slot SAMPLING METHOD: 10' CONTINUOUS COMPOSITE SPEIG.

Depth BGS (Feet)	USC Symbol	DESCRIPTION	WELL CONSTRUCTION DETAILS AND/OR DRILLING REMARKS
150	SM		
160			
170			
180			
190			
200	SM	200-210 Silty Sand 65% Sand, Fin to cs, ANG to subend. POORLY SORTED. 45% Fines. SILT & CLAY. Low plasticity & Dry Strength in. Strong Reaction to HCl.	Int Compo 60% Felsic Volcanics. Decomposed & 40% other mixed lithics.
210			
220	SM	210-220 Silty Sand. 60% Sand, Fin to cs, ANG to med, poorly sorted. 40% Fines, SILT & CLAY No plasticity on Dry Strength? Low Reaction to HCl.	Int Compo 80% mixed lithics, 20% decomposed dacite.
230			
240	SM	220-230 Silty Sand w/ GRAVEL. 50% Sand, Fin to cs, ANG to med. POORLY SORTED. 30% Fines, SILT & CLAY v. Low plasticity & Dry Strength. 20% GRAVEL, Fin. ANG to subang. poorly sorted. mod REACTION to HCl.	Int Compo 50% Decomposed & whole felsic volcanics, 50% mixed other lithics
250			
260		230-240 Silty Sand. As described 210-220.	
270		240-250 Silty Sand w/ GRAVEL As described 220-230.	
280		250-260 Silty Sand. As described 200-210.	
290	SM	260-280 Silty Sand. As described 210-210.	

Notes:

WELL NO. #21

SHEET 3 OF 5

PROJECT: CITY OF AVOIDANCE PROJECT NO. 415005004 ADWR Reg No. 55-203924

WELL LOCATION: B(1-1)13 LBB FOREMAN: M. OLIVIONES

DRILLING CONTRACTOR: LAYNE CHRISTENSEN LOGGED BY: G.P. NICKEL

DRILLING EQUIPMENT: G.D. 2500 START DATE: 10-9-05 FINISH DATE: 10-12-05

DRILLING METHOD: R. ROTARY WATER LEVEL: 62' BGS.

TOTAL DEPTH: 700' SCREEN INTERVAL: 260-300, 340-440, 480-560.

CASING: 16 5/8 HSLA 0.050 S&T SAMPLING METHOD: 10' CONTINUOUS COMPOSITE SPLIT.

Depth BGS (Feet)	USC Symbol	DESCRIPTION	WELL CONSTRUCTION DETAILS AND/OR DRILLING REMARKS
290	SM	280-310 Silty Sand. 60% Sand, Fm to med, subang to rnd, mod sorted. 40% Fines silt > clay, low plasticity & dry strength. Strong reaction to HCl.	Int Comp 60% decomposed felsic volcanics, 40% mixed other lithics.
320	SP SM	310-360 Poorly graded sand w/ silt 70% sand, Fm to cs, subang to rnd, poorly sorted 20% fines silt > clay, no plasticity in dry strength. 10% gravel, med to fine Fm, subang to subang, mod sorted. Low reaction to HCl.	Int Comp 10-30% shale & decomposed felsic volcanics 70-90% mixed other lithics. (interbedded, fines & sands)
390	SM	380-430 Silty Sand. 70% sand, Fm to cs, ang to subang, poorly sorted. 30% fines, silt & clay, low plasticity & dry strength. Mod. reaction to HCl. 15% gravel, Fm, ang to subang, poorly sorted.	Int 60% mixed other lithics, 40% decomposed felsic volcanics.
430			

Notes:



LOG OF WELL

WELL NO. #21 SHEET 4 OF 5

PROJECT: City of Avondale PROJECT NO. 4115005004 ADWR Reg No. 55-203924
 WELL LOCATION: 2(1-1)13 CBB FOREMAN: M. QUINONES
 DRILLING CONTRACTOR: Layne CHRISTENSEN LOGGED BY: G.P. NICKEL
 DRILLING EQUIPMENT: GD 2500 START DATE: 10-9-05 FINISH DATE: 10-12-05
 DRILLING METHOD: R. ROTARY WATER LEVEL: 62' BGS.
 TOTAL DEPTH: 700' SCREEN INTERVAL: 160-300 340-440 480-560
 CASING: 16 5/8 HSLA 0.050 Slot SAMPLING METHOD: 10' Continuous Composite Split

Depth BGS (Feet)	USC Symbol	DESCRIPTION	WELL CONSTRUCTION DETAILS AND/OR DRILLING REMARKS
	SM		
430	MH	430 - 700 ELASTIC SILT w/ SAND.	
440		85% FINE SILT > clay. Low to mod plasticity & Day Strength.	
450		15% SAND. V. F. Well Sorted.	
460		MOD REACTION to HCl.	
470			
480			
490			
500			
510			
520			
530			- 530' PILOT Hole ADVANCE 11:00 A.M. 10-11-2005.
540			
560			
580			
590			
Notes:			



LOG OF WELL

WELL NO. # 21 SHEET 5 OF 5

PROJECT: CITY OF AUBURN PROJECT NO. 4115005004 ADWR Reg No. 55-203924

WELL LOCATION: B(1-1)13 CBB FOREMAN: M. PRINONES

DRILLING CONTRACTOR: LAYNE CHRISTENSEN LOGGED BY: G.P. HICKEL

DRILLING EQUIPMENT: GD 2500 START DATE: 10-9-05 FINISH DATE: 10-12-05 *PROOF*

DRILLING METHOD: R. ROTARY WATER LEVEL: 62' BGS

TOTAL DEPTH: 700' SCREEN INTERVAL: 260-300, 340-440, 480-560

CASING: 11 5/8 HSCA 0.050 SLOT SAMPLING METHOD: 10' CONTINUOUS COMPOSITE SPLIT

Depth BGS (Feet)	USC Symbol	DESCRIPTION	WELL CONSTRUCTION DETAILS AND/OR DRILLING REMARKS
570			
580			
590			
600			
610			
620			
630			
640			
650			
660			
670			
680			
690			
700			
710			
Notes:			BOREHOLE TD 10-12-05.



**EXHIBIT B
LICENSES**

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

Solicitation Number:
WR 07-028

Attach a copy of your Contractor's License to your bid submittal.

Attach a copy of your Business License to your bid submittal. - In process

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

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

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. (SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01)
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. (SEE A.R.S. § 32-1122(B)(1))
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

STEWART BROTHERS DRILLING COMPANY
P O BOX 2067
MILAN NM 87021

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



CORP



LICENSE EFFECTIVE THROUGH: AUG 2008
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

STEWART BROTHERS DRILLING COMP
ANY

CONTRACTORS LICENSE NO. ROC198450 CLASS A-04
DRILLING

COMMERCIAL ONLY

Adolfo V. Garcia

ACTING DIRECTOR

THIS CARD MUST BE
PRESENTED UPON DEMAND

**STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES**

Let it be known to all that, pursuant to A.R.S. § 45-595,

STEWART BROTHERS DRILLING COMPANY

is hereby issued Arizona Well Driller's License Number **314**

The requirements for this certificate have been met by

PHILLIP D. STEWART

who may act as the company's qualifying party in the following drilling categories:

AIR ROTARY

MUD ROTARY

BORING AND AUGERING

LICENSE ISSUED ON JUNE 9, 2006 AND EXPIRING ON JUNE 30, 2007



**Michael I. Ball
Water Management Support Section
Arizona Department of Water Resources**

**STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES**

Let it be known to all that, pursuant to A.R.S. § 45-595,

STEWART BROTHERS DRILLING COMPANY

is hereby issued Arizona Well Driller's License Number **314**

The requirements for this certificate have been met by

RANDAL P. STEWART

who may act as the company's qualifying party in the following drilling categories:

AIR ROTARY

MUD ROTARY

BORING AND AUGERING

LICENSE ISSUED ON JUNE 9, 2006 AND EXPIRING ON JUNE 30, 2007



**Michael I. Ball
Water Management Support Section
Arizona Department of Water Resources**

**STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES**

Let it be known to all that, pursuant to A.R.S. § 45-595,

STEWART BROTHERS DRILLING COMPANY

is hereby issued Arizona Well Driller's License Number **314**

The requirements for this certificate have been met by

DAVID HARDY STEWART

who may act as the company's qualifying party in the following drilling categories:

AIR ROTARY

MUD ROTARY

BORING AND AUGERING

LICENSE ISSUED ON JUNE 9, 2006 AND EXPIRING ON JUNE 30, 2007



**Michael I. Ball
Water Management Support Section
Arizona Department of Water Resources**



**EXHIBIT C
PRICE SHEET**

Solicitation Number: WR 07-028

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

[See following pages.]

City of Avondale
 Request for Bid
 Technical Specifications
 Borehole Exploration Program
 Special Conditions
 Avondale, Arizona
 AMEC Project No. 6-115-005011
 January 8, 2007



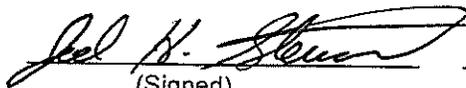
TABLE 1

BIDDING SCHEDULE FOR CITY OF AVONDALE
 EXPLORATION BOREHOLE PROGRAM

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	Primary Mobilization/Demobilization	LS	1		\$ 24,000
2	Mobilization/Demobilization between boreholes	EA	1	\$3000	3,000
3	Temporary surface casing construction (2 @ 20')	LF	40	\$ 175	\$ 7,000
4	Noise control sound barricades (AV-B2 site)	LF	150	\$ 135	\$ 20,250
5	Drill (2) exploration boreholes	LF	3,000	\$ 20	\$ 60,000
6	Geophysical logging borehole (full suite)	LS	2	\$5800	\$ 11,600
7	Zonal sampling tool placement	EA	16	\$1200	\$ 19,200
8	Zonal sampling air-lifting (16 zones @ 12 hrs ea.)	HR	192	\$ 350	\$ 67,200
9	Zonal sample air-lifting rate > 12 hours	HR	1	\$ 350	
10	Borehole re-drilling	LF	3,000	\$ 7	\$ 21,000
11	Borehole abandonment sand-cement grout ⁽¹⁾	CY	51.9	\$ 300	\$ 15,570
12	Borehole abandonment high solids bentonite grout ⁽²⁾	CF	1,400	\$ 20	\$ 28,000
21	Unavoidable delay				
	A. With crew	HR	1	\$ 400	
	A. Without crew	HR	1	\$ 300	

(1) Line Item #11 Volume based upon a 9.25 inch diameter borehole @ 3,000 feet. No % overage included.
 (2) Line Item #12 Volume based upon a 9.25 inch diameter borehole @ 3,000 feet. No % overage included. Estimate 1.0 yd³ sand-cement to complete (2) 20-foot borehole abandonment surface seals per ADWR. Bidders include 1.0 yd³ sand-cement cost with bentonite grout line item #12.

Two Hundred seventy six thousand
TOTAL OF UNIT PRICES: eight hundred twenty dollars and no cents \$ 276,820
 (written words)


 (Signed) March 13, 2007
 (Date)

Stewart Brothers Drilling Company
 (Company Name)



**EXHIBIT D
BID BOND**

Solicitation Number:
WR 07-028

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, STEWART BROTHERS DRILLING COMPANY (hereinafter called Principal), as Principal, and WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of SOUTH DAKOTA with its principal office in the City of STOUX FALLS, (hereinafter called the Surety), as Surety, are held and _____ firmly bound unto the City of Avondale, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, 10% (Dollars) (\$ TEN PERCENT) lawful money of the United States of America, to be paid to the order of the City of Avondale, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with ARIZ. REV. STAT § 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: WR 07-028

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

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

Witness our hands this 15TH day of MARCH, 2007.

STEWART BROTHERS DRILLING COMPANY
Principal Seal

BY: Joel H. Stewart
Joel H. Stewart, Treasurer

WESTERN SURETY COMPANY
Surety Seal

BY: William A. May
WILLIAM A. MAY ATTORNEY-IN-FACT

Agency of Record

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Robert S Hoog, Wayne White, Robert Machacek, Andrea Cordova, William A May, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 6th day of November, 2006.



WESTERN SURETY COMPANY

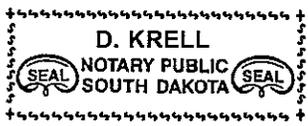
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15TH day of MARCH, 2007.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



EXHIBIT E PERFORMANCE BOND

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

Solicitation Number: WR 07-028

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

Principal

Seal

BY: _____

Surety

Seal

BY: _____

Agency of Record



**EXHIBIT F
PAYMENT BOND**

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

Solicitation Number: WR 07-028

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void. Otherwise it remains in full force and effect.

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

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

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

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record



**EXHIBIT G
REFERENCES**

Solicitation Number:
WR 07-028

Water Resources Department
399 E. Lower Buckeye Rd., Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

Please list a minimum of three (3) references whom the Water Resources Department may contact:

1. Company: See attached sheet
Contact: _____
Address: _____
Phone: _____

2. Company: _____
Contact: _____
Address: _____
Phone: _____

3. Company: _____
Contact: _____
Address: _____
Phone: _____



Stewart Brothers Drilling Company
References

Rotary References:

Attached are references for projects of similar size to the proposed project.

- a. ROTARY Reference #1: Drilling and Developing Water Well 68 & 69
City of Las Cruces, New Mexico

Point of Contact: Les Coffman
Blanchard Engineering
212 S Downtown Mall
Las Cruces, NM 88001-1254
(505) 523-9222

Project Value: \$956,000

Well Capacity: 1,000 GPM

Well Diameter and Depth: 25 inch borehole to 1000 feet

Type of Geologic Formations: Basin-fill alluvium, limestone, conglomerated boulders, and clay.

Project Description: Drill and install two municipal production wells to 1000 feet using flooded reverse circulation mud rotary drilling. A 17 1/2-inch pilot hole was drilled to 1,000 feet, then reamed to 24-inches. 16-inch well casing and screen was installed to 1,000 feet. The annular materials were installed and the well was developed and test pumped.

- b. ROTARY Reference #2: Municipal Production Well
City of Socorro, New Mexico

Point of Contact: Steve Williams
Dennis Engineering
21 Main Street
Tijeras, New Mexico 87059
(505) 281-2880

Project Value: \$584,000.00

Well Capacity: 3,200 GPM

Well Diameter and Depth: 26 inch borehole to 1,060 feet

Type of Geologic Formations: Primarily basin fill alluvium

Project Description: Drill via flooded reverse circulation methods a municipal supply production and six production wells. After drilling, complete the wells with production casing (18 inch casing to 542 feet then reduced to 16 inch to total depth) and filled with annular materials. Prepare holes to accommodate new pumps for water production.

- c. ROTARY Reference #3: Benson Well (Community Water Supply Well)
Point of Contact: Mike Alter
Clear Creek Associates
221 N. Court #101
Tucson, AZ 85701
(520) 622-3222

Project Value: \$613,000

Well Capacity: ~230 GPM
Well Diameter and Depth: 24 inch well to 1,240
Type of Geologic Formations: Primarily basin fill alluvium.

Project Description: This was a water production well drilled using reverse rotary circulation methods. Drilled, test pumped and completed on time

- d. ROTARY Reference #4: (2) Community Water Production Wells
Pulte Homes
Point of Contact: Mr. Don Hanson
Clear Creek Associates
6155 East Indian School Rd, Ste 200
Scottsdale, AZ 85251
(480) 659-7131

Project Value: ~ \$800,000

Well Capacity: up to ~ 500 GPM
Well Diameter and Depth: 24 inch borehole to 1,120 feet
Type of Geologic Formations: Well cemented basin fill and volcanic bedrock.

Project Description: Drill to 1000 ft with a 24" Borehole and install 18" casing to the same depth. Well was completed and installed on schedule.



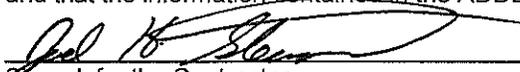
EXHIBIT H ADDENDA ACKNOWLEDGEMENT

Solicitation Number:
WR 07-028

Water Resources Department
399 E. Lower Buckeye Rd.,
Suite 100
Avondale, Arizona 85323
Phone: (623) 333-4400
Fax: (623) 333-0440

CITY OF AVONDALE ACKNOWLEDGMENT OF ADDENDA RECEIVED

Stewart Brothers Drilling Co., affirms that the following ADDENDA have been received
(Name of Contractor)
and that the information contained in the ADDENDA has been incorporated in formulating the Vendor Offer.

, March 13, 2007.
Signed, for the Contractor Date

ADDENDA RECEIVED:

1. #1, dated March 8, 2007.
2. _____, dated _____, 200 .
3. _____, dated _____, 200 .
4. _____, dated _____, 200 .
5. _____, dated _____, 200 .

(Add others as needed, identified in the same format)



March 8, 2007

**Re: City of Avondale Invitation to Bid Solicitation Number: WR 07-028
Drilling and Sampling of Exploration Boreholes**

Ladies and Gentlemen:

Subsequent to the mandatory pre-bid meeting conducted Tuesday March 6, 2007 several bidders questions required additional clarification and/or response.

- Project start date subsequent to the Notice to Proceed (NTP):

Avondale will extend flexibility with consideration of the current contractors committed work load in extending the project start date a two month period from the date the NTP is issued. It is anticipated that the selected contractor would be approved by City Council vote in April and issued the NTP during the month of April.

- General Terms and Conditions Section 3.14 Pg. 18, Outdoor Construction Time Restrictions:

The Project Engineer has given approval for all operations to be conducted on a 24-hour, 7-day schedule. Work is being conducted distant from local residential housing developments and within agricultural areas.

- Drilling water Source:

Prospective bidders should utilize the potable water source identified at Lower Buckeye Road and Avondale Boulevard as the primary water supply and cost basis for the project bid estimate. The City of Avondale will seek permission from the owner of the well situated on the corner of Avondale Blvd and farm access road to the AV-B2 site commonly referred to as Lakin Cattle Company South Well, ADWR registration No. 55-605567. The selected contractor will be responsible for any required connections to withdrawal water from said well if permission is granted. Additionally, the selected contractor will be responsible to return the well to its original operation condition subsequent to project work, including any defects or repairs during use by contractor personnel.

AMEC Earth & Environmental, Inc.

Gregory P. Nickel, R.G.

Hydrogeologist

Direct Tel +1 (480) 940-2320

Direct Fax +1 (480) 785-0970

E-mail greg.nickel@amec.com

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016
Tel (480) 940-2320
Fax (480) 785-0970

www.amec.com

March 13, 2007



Drilling and Sampling of Exploration Boreholes
Work Plan Summary

- Proposed Drilling Method:
 1. The conventional mud rotary drilling method would be used for all drilling related to this project. Drill cuttings will be sampled every 10 feet to provide lithologic information to project geologist.

- Borehole and Casing Diameters:
 1. We propose a surface borehole of 12 ¼-inch to 20 feet, and installation of 8 5/8-inch surface casing to the same depth. This casing will be cemented in place. A 7 7/8-inch borehole will be drilled to total depth.

- Zonal Sampling Methods:
 1. We will install 2 3/8-inch tubing to the desired sample depth. The bottom 20 feet of the tubing will be screened or slotted. A gravel envelope will be installed in the annulus between the borehole and the screened interval. The gravel envelope will be installed 5 to 10 feet above the top of the screened interval.
 2. A tubing swab will be run that will produce water from the borehole through the 2 3/8-inch tubing. Swab development will continue until the water being produced begins to clean up. The swab will be removed from the tubing.
 3. The remainder of the development will be accomplished using air-lift pumping methods. A 3/4-inch air line will be installed to further develop the gravel envelope well. Air-lift development will continue until the water being produced is clean.
 4. A water sample will be collected.

- Previous Experience:
 1. Stewart Brothers Drilling Company has been in business for more than sixty years. We have drilled more than 300 boreholes in the Phoenix Valley over the last fifteen years. Some previous projects successfully completed by Stewart Brothers include:

Town of Avra Valley – 1, 040' 8-inch Test Well

Client/Location: Avra Valley, AZ
Contract Duration: May 2006
Contract Amount: \$193,000
Client Contact: Dale Armstrong
Golder & Associates
(520) 888-8818

Drilled a 12 ¼-inch borehole to approximately 1,000 feet using conventional mud rotary methods. Zonal samples were collected at five discrete intervals using the gravel envelope method. An 8-inch test well was installed and pump tested.

Town of Oro Valley – 1 - 2000' Exploratory Boring

Client/Location: Oro Valley, AZ
Contract Duration: February 2006
Contract Amount: \$170,000
Client Contact: Buck Schmidt
Brown and Caldwell
(520) 624-5744

We drilled a 6 ¼-inch exploratory boring to a depth of 2,000 feet using conventional mud rotary methods. Five zones were sampled using the gravel envelope sampling method. The borehole was then plugged and abandoned.

El Paso Water Utilities – Test Hole Drilling (42-02)

Client/Location: El Paso, Texas
Contract Duration: October 2002 – March 2003
Contract Amount: \$822,000
Client Contact: Scott Reinert
El Paso Water Utilities
(915) 594-5579

Project Description: The work consisted of drilling twenty test holes to 1000 feet. Water samples are collected at nine different zones using the gravel envelope method. We used two Failing CF 2500 drill rigs on this project.

- Drilling Rig Capacity:
 1. Our Failing CF 2500 drill rig is capable of drilling a 7 7/8-inch borehole to a depth of 4,000 feet.

306 Airport Road
Milan, New Mexico 87020

Phone (505) 240-1073
Fax (505) 287-7660

E-mail randy@stewartbrothers.com

Randy Stewart

Summary of Qualifications

1984 to present Stewart Brothers Drilling Company Milan, NM

Drilling Superintendent

Supervises multiple drilling projects in the Western United States

Directs multiple drilling crews that consist of three to six personnel

Stockholder in Stewart Brothers Drilling Company

Education

Grants High School Grants, NM

Three years Lubbock Christian University Lubbock, TX

Licensed Well Driller in AZ, NV, TX and NM

Hazardous Material Supervisory Training, First Aid & CPR

40 Hour Health and Safety Training

Professional

Experience

More than 20 years of drilling experience

Worked at NASA Johnson Space Center as Drilling Project Supervisor for Stewart Brothers Drilling Company. Drilled and installed larger diameter injection and extraction wells to depths of 1000 feet using conventional mud rotary methods.

Worked at Sandia National Labs installing mixed waste landfill monitoring wells using Air Rotary Casing Hammer Method.

Worked in Price, Utah for Canyon Fuels drilling deep coal exploration holes.

Worked in Phoenix, AZ with various consulting firms.

Drilling and installing various types of monitoring wells using several different drilling methods such as Mud Rotary, Air Rotary, Hollow

Auger, 94-mm wire-line core systems, and Air Rotary Casing Hammer

Worked in the Grants, NM area in Mining and Mineral Exploration.

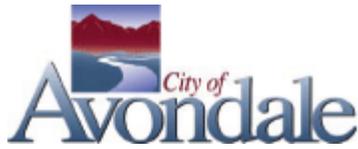
Oil and gas drilling in Roswell and Artesia, NM.

Objectives

To provide a professional drilling service to our clients.

To provide a safe work environment for our employees.

To operate drilling operations to be consistently profitable.



CITY COUNCIL REPORT

SUBJECT:
Mayor Appointment to Southwest Valley Chamber of
Commerce Board of Directors

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Sammi Curless, Council Assistant (623)333-1613
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Mayor Lopez Rogers is requesting that the Council confirm the re-appointment of Councilmember Frank Scott to represent the City of Avondale as a voting member of the Southwest Valley Chamber of Commerce Board of Directors.

BACKGROUND:

Councilmember Scott has represented the City as an ex-officio member of the Chamber of Commerce Board since 2006. With a recent revision to the Chamber's by-laws, the ex-officio position on the Board will now be a voting member. Appointment to the Board is renewable each year.

As a member of the Board, Councilmember Scott will give and receive input on business-related issues.

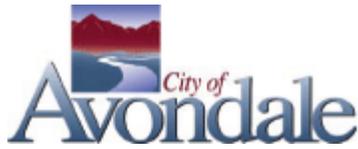
RECOMENDATION:

Mayor Lopez Rogers is requesting that Council confirm the re-appointment of Councilmember Frank Scott as Avondale's representative to the Southwest Valley Chamber of Commerce Board of Directors.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Avondale Youth Advisory Commission Annual Report

MEETING DATE:

April 2, 2007

TO: Mayor and Council**FROM:** Christopher Reams, Acting Director of Parks, Recreation and Libraries (623)333-2412**THROUGH:** Charlie McClendon, City Manager**PURPOSE:**

The purpose of this report is provide City Council with the Avondale Youth Advisory Commission (AYAC) Annual Financial and Management Report and to request the appointment of one new AYAC member.

BACKGROUND:

In accordance with the bylaws of the Avondale Youth Advisory Commission (AYAC), as amended by the City Council on March 15, 2004, the AYAC is required to submit an annual financial and management report. This report provides an overview of AYAC initiatives for FY 06-07 and proposed initiatives for FY 07-08.

DISCUSSION:

AYAC History Council established the AYAC on January 7, 2002 to support positive youth involvement in the community and give youth a voice in local government. The AYAC promotes positive change in the lives of Council goals that relate to the Youth of Avondale. This report will highlight the accomplishments from 2006-2007 and the goals for FY 2007-2008. Currently, there are 10 AYAC members representing the following schools: La Joya High School, Agua Fria High School, and Westview High School. There were 14 AYAC members last year. The AYAC Members are:

Deventer, Vincent
 Dragon, Corrin
 Ford, Joshua
 Hass, Ashley
 Jaquez, Edel
 Long, Kevin
 Long, Nick
 Podsiadlo, Patryk
 Sawicka, Martyna

The new members seeking appointment are: Carlos Dominic and Enrique Roman.

In the FY 06-07 budget a new position was authorized, the Youth Development Coordinator. Chris Lopez joined the City Staff as the Youth Development Coordinator on January 2, 2007. He will replace Christopher Reams as the staff Liaison to the Avondale Youth Commission.

Budget: The City Council approved an AYAC budget of \$7,500 for FY 2006-2007. The following is the annual expenditure report:

<i>Line Item</i>	<i>06-07 Projected Debit</i>	<i>06-07 Actual</i>
6540 - Meeting Expense	\$3,000.00	\$1,000.00
6990 - Other Misc.	\$4,300.00	\$6,300.00
7010 - General Office Supplies	\$200.00	\$200.00

Total AYAC Budget

\$7,500

\$7,500

The AYAC also raised \$1,944 to offset costs for the trip to the National League of Cities Conference in Washington D.C. from the following fundraisers:

City of Avondale 60th Anniversary Mural – \$1,714

Tres Rios Nature Festival Water Sales - \$224

FY 2006 - 2007 Initiatives:

- AYAC Members attended the AZ League of Cities and Towns Annual Conference.
- Kevin Long, AYAC Chair, carried the Avondale flag during the parade of flags.
- One AYAC member attended a Valley Forge Educational Camp to learn about history and team building.
- The AYAC hosted a teen summit. Two teams made presentations to the AYAC: The City of Tolleson Youth Advisory Group and the YMCA Youth Group. Mayor Lopez-Rogers and Councilmember Lynch were also in attendance.
- The AYAC supported the City of Tolleson Mayor's Youth Council by purchasing a \$200 table at their annual youth fundraiser dinner.
- The AYAC volunteered at City Events including the Veteran's Day Celebration, T-Ball Grand Opening, and 60th Anniversary Event.
- AYAC raised a total of \$1714 toward the National League of Cities trip with a 60th Anniversary Mural Project.
- AYAC members attended the Youth Leadership Day at the Capitol.
- AYAC assisted with the MAG Youth Empowerment Project and served as judges for the Dating & Family Violence PSA contest

New Initiatives Planned for 2007-2008:

- Conduct an annual Teen Summit
- Coordinate the West Valley Teen Survey Project
- Develop a Teen Issues and Needs Report
- Partner with Boys & Girls Clubs for Community Service Project
- Partner with La Joya, Agua Fria, & Westview high schools to recruit AYAC members
- Conduct a 2008 National and Global Youth Service Day Project

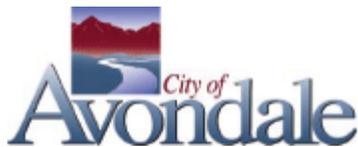
RECOMENDATION:

Staff recommends that the City Council appoint two new members to the Avondale Youth Advisory Commission and accept the AYAC Annual Financial and Management Report.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Discussion of Lighted Traffic Signal Street Name Signs
with the City of Avondale Logo

MEETING DATE:

April 2, 2007

TO: Mayor and Council

FROM: David Fitzhugh, PE Assistant City Manager - 623.333.1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the use of the icon from the City of Avondale's logo on the lighted street name signs throughout the City.

BACKGROUND:

In November 2005, Council approved the adoption of a new standard for lighted street name signs on trombone-style traffic signals excluding a City of Avondale logo icon. The new standard increased the size of the signs to 4 feet by 10 feet and changed the font type to improve the readability of the signs. Recent budgets included \$80,000 per year to replace existing signs with the new standard. To date, 23 signs have been replaced in seven (7) intersections.

At the February 5, 2007 meeting, Council approved a Professional Services Agreement with Fluoresco Lighting and Signs Industries to replace four (4) more signs. These signs are in design but fabrication is on hold pending direction from Council regarding the icon.

At the February 12, 2007 Council Work Session, Council directed staff to return to council with information for their discussion regarding the inclusion of the City logo icon as a standard on all new lighted street name signs.

DISCUSSION:

Staff provided background information in a memorandum to Council for their discussion at the March 19, 2007 Council meeting. Staff's memorandum included an illustration locating the icon in the lower middle portion of the street name sign. The City Council discussed the merits of the proposal and directed staff prepare alternative icon location options for further Council discussion at a future meeting.

Staff proposes an alternative design that locates the icon in the lower right hand corner of the signs. This location is preferred over the original concept due to the fact that it is the least likely to interfere with street name lettering or numbering and maximizes the size of the icon.

As discussed in the above Background section, new street name signs were installed on 23 traffic signals without the icon. The cost to replace the sign facings to include the icon is \$3,700 each for a total cost of approximately \$85,100. (See attached memorandum dated February 26, 2007) These costs were not considered when the \$80,000 per year sign replacement budget was developed. There are two (2) options for consideration:

1. Install new signs with the icon from this date forward. Replacement of existing signs would occur on an as needed basis with no additional cost implications.
2. Adjust the proposed Fiscal Year 2007-2008 budget by \$85,100 and replace the 23 existing signs with the

new ones. Staff believes there are sufficient funds available that could be included in the proposed budget.

Staff believes the proposed new signs with the logo icon in the lower right hand corner of the signs address the concerns expressed by Council in the March 19 Council meeting.

BUDGETARY IMPACT:

There is no additional cost to include the logo icon on future lighted street name signs. The cost to replace existing signs with the new one is approximately \$85,100. Staff would adjust the proposed Fiscal Year 2007-2008 budget to include this cost.

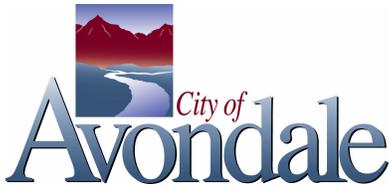
RECOMENDATION:

Staff recommends that the City Council approve the placement and adoption of the City of Avondale Logo on the lighted street name signs throughout the City.

ATTACHMENTS:

Click to download

- ☐ [Memorandum dated 2/26/07 to Mayor & Council re: Lighted Traffic Signal Street Name Signs with City of Avondale Logo](#)
- ☐ [Lighted Street Name Sign Plan](#)



Engineering Department

Memorandum

To: Mayor & Council
Thru: Charlie McClendon, City Manager
Carnell Thurman, P.E., City Engineer
From: Kelly LaRosa, P.E., Traffic Engineer
Date: February 26, 2007
Re: Lighted Traffic Signal Street Name Signs with City of Avondale Logo

In November, 2005, Council approved the adoption of a new standard for lighted street name signs on trombone-style traffic signals without a City of Avondale logo. The new standard increases the size of the signs to 4-feet by 10-feet, and they are now installed on the right side off the pole. At the February 12, 2007 Work Session, Council directed staff to re-present the City Logo as standard on all new lighted street name signs. The logo is proposed to be installed in the center bottom of the sign (see figure).

Over the last 16 months, the new street name sign standard has been implemented on several recently installed traffic signals that do not include the logo, totaling 23 signs:

- Avondale Boulevard & Roosevelt Street,
- El Mirage/Fairway Road & Van Buren Street,
- Avondale Boulevard & Coldwater Springs Boulevard,
- 107th Avenue & Van Buren Street,
- Avondale Boulevard & McDowell Road,
- Rancho Santa Fe/Cornerstone Boulevard & Dysart Road (2 signs only), and
- McDowell Road & 103rd Avenue (1 sign previously installed by contractor)

The vendor estimate shows it will cost approximately \$3,700 to replace a street name sign with new facing. If Council desires to replace the 23 signs reflecting the new logo, the cost will be approximately \$85,100.

Staff has programmed four (4) intersections for street name sign replacement this Spring that were awarded by Council earlier this month.

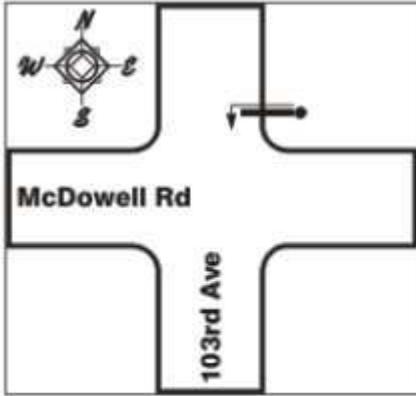
- Avondale Blvd. & Van Buren Street,
- Avondale Blvd. & Durango Street,
- McDowell Road & 101st Avenue, and
- Three signs at McDowell Road & 103rd Avenue

On these signs and all future new signs, staff will include the City Logo. The cost for adding the City logo to the standard sign design layout is incidental to the overall cost of the illuminated street name sign.

Lighted Street Name Sign

New Standard Layout with City of Avondale Logo

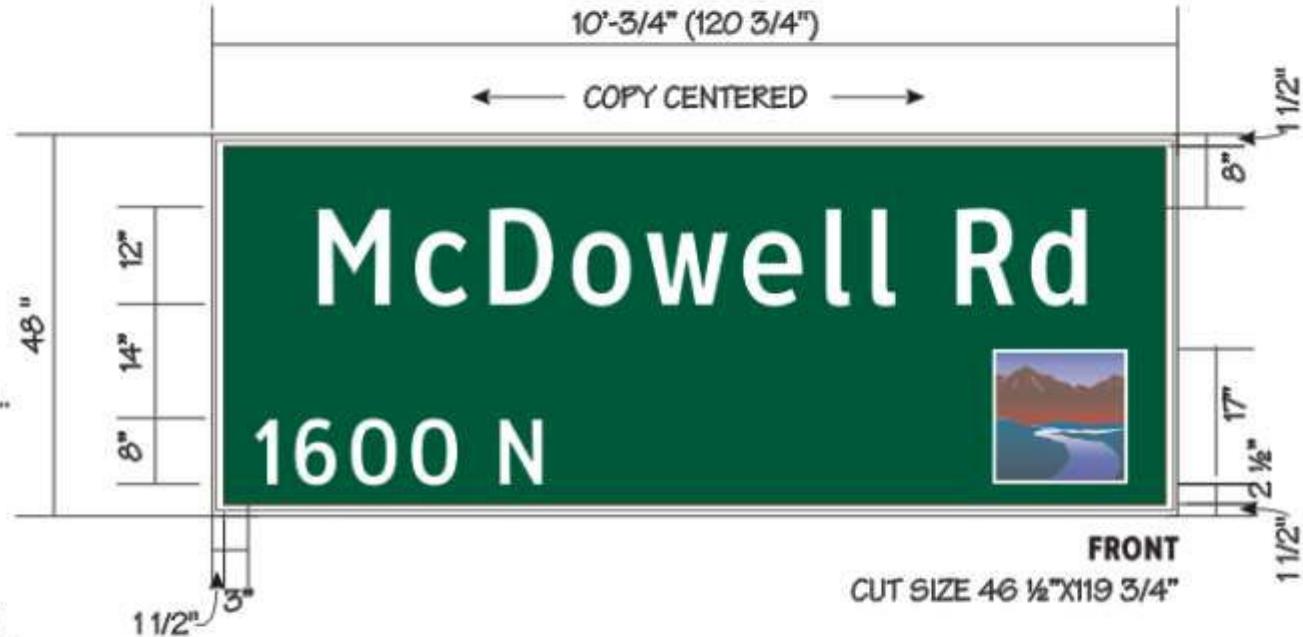




POLE TYPE: _____
 INTERSECTION: McDowell Rd @ 103rd Ave
 CORNER: NORtheast



10' CABINET LAYOUT



FRONT
 CUT SIZE 46 1/2" X 119 3/4"



BACK
 CUT SIZE 46 1/2" X 119 3/4"

DOUBLE FACE INTERNALLY ILLUMINATED STREET SIGN

CABINET:

EXTRUDED MMG12 ALUMINUM 12" DEEP. 1 1/2" RETAINERS.
 HINGED FACE W/ PROP ROD.

FINISH:

PRIMED & PAINTED TO MATCH CHOCOLATE BROWN POLES & MAST ARM.

ILLUMINATION:

LAMPS: (4) F120-T CW/HO @ 11" CENTERS.
 BALLASTS: EESB 424 13L (120V).

FACES:

3/16" WHITE POLYCARBONATE WITH FIRST SURFACE VINYL.
 BACKGROUND: 3M #3990 WHITE DIAMOND GRADE REFLECTIVE WITH
 3M #3630-26 GREEN OVERLAY. (REVERSED OUT WHITE GRAPHICS)
 FACES TO RECEIVE 3M #1160A- GRAFFITI RESIST FILM.
 LOGO: DIGITAL PRINT.
 TYPESTYLE: CLEARVIEW CD-45 - U/C & L/C.

INSTALLATION:

ACCORDING TO EXISTING POLE TYPE.

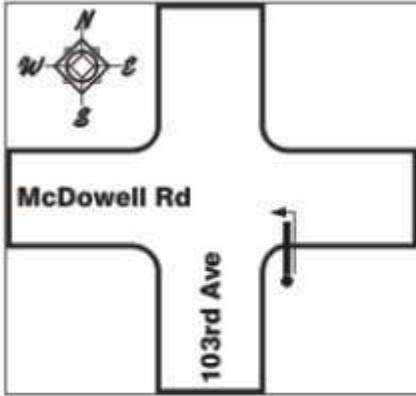
ADDITIONAL NOTES:

This original unpublished drawing is submitted for use in connection with a project being designed for you by Fluoresco. It is not to be shown to anyone outside of your organization, reproduced or used in any fashion without expressed written approval.

PROJECT NO.	2/26/07
DATE	3/15/07
DESIGNER	ROBERTA KELLY
CHECKED BY	GARY GRZYDER
FILE NAME	McDOWELL @ 103RD AVE R2
DATE	1/24/07
SCALE	1" = 10'
TITLE	10' CABINET LAYOUT
PROJECT	FX-0057-07
NO.	1
TOTAL	3



CUSTOMER APPROVAL	DATE	LANDLORD APPROVAL	DATE	SALESPERSON APPROVAL	DATE



POLE TYPE: _____
INTERSECTION: McDowell Rd @ 103rd Ave
CORNER: SOUTHEAST



10' CABINET LAYOUT



DOUBLE FACE INTERNALLY ILLUMINATED STREET SIGN

CABINET:

EXTRUDED MMG12 ALUMINUM 12" DEEP. 1 1/2" RETAINERS.
HINGED FACE W/ PROP ROD.

FINISH:

PRIMED & PAINTED TO MATCH CHOCOLATE BROWN POLES & MAST ARM.

ILLUMINATION:

LAMPS: (4) F120-T CW/HO @ 11" CENTERS.
BALLASTS: EESB 424 13L (120V).

FACES:

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BACKGROUND: 3M #3990 WHITE DIAMOND GRADE REFLECTIVE WITH
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FACES TO RECEIVE 3M #1160A- GRAFFITI RESIST FILM.
LOGO: DIGITAL PRINT.
TYPESTYLE: CLEARVIEW CD-45 - U/C & L/C.

INSTALLATION:

ACCORDING TO EXISTING POLE TYPE.

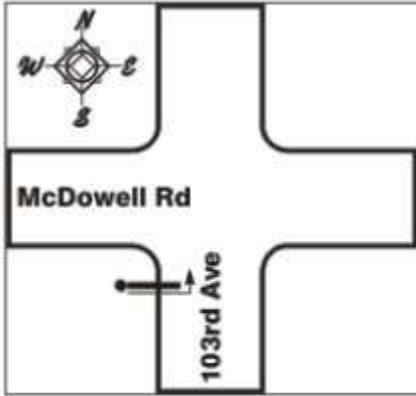
ADDITIONAL NOTES:

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PROJECT	2/26/07
DESIGNED BY	ROBERTA KELLY
CHECKED BY	3/3/07
CITY OF AVONDALE	
AVONDALE	
SCALE	1/2"=1'
DATE	1/24/07
PREPARED BY	GARY GRZYDER
FILE NAME	McDOWELL @ 103RD AVE R2
DATE	2/26/07
PROJECT	FX-0057-07
PAGE	2
TOTAL	3



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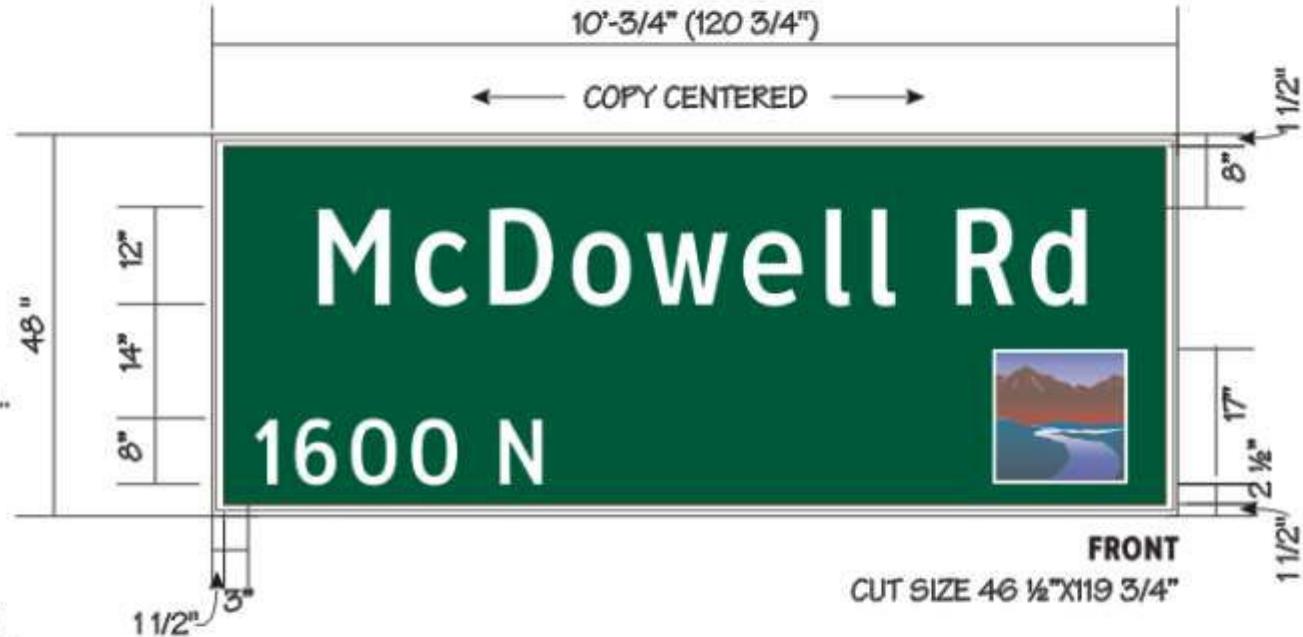
CUSTOMER APPROVAL	DATE	LANDLORD APPROVAL	DATE	SALESPERSON APPROVAL	DATE



POLE TYPE: _____
INTERSECTION: McDowell Rd @ 103rd Ave
CORNER: SOUTHWEST



10' CABINET LAYOUT



FRONT
 CUT SIZE 46 1/2" X 119 3/4"



BACK
 CUT SIZE 46 1/2" X 119 3/4"

DOUBLE FACE INTERNALLY ILLUMINATED STREET SIGN

CABINET:

EXTRUDED MMG12 ALUMINUM 12" DEEP. 1 1/2" RETAINERS.
 HINGED FACE W/ PROP ROD.

FINISH:

PRIMED & PAINTED TO MATCH CHOCOLATE BROWN POLES & MAST ARM.

ILLUMINATION:

LAMPS: (4) F120-T CW/HO @ 11" CENTERS.
 BALLASTS: EESB 424 13L (120V).

FACES:

3/16" WHITE POLYCARBONATE WITH FIRST SURFACE VINYL.
 BACKGROUND: 3M #3990 WHITE DIAMOND GRADE REFLECTIVE WITH
 3M #3630-26 GREEN OVERLAY. (REVERSED OUT WHITE GRAPHICS)
 FACES TO RECEIVE 3M #1160A- GRAFFITI RESIST FILM.
 LOGO: DIGITAL PRINT.
 TYPESTYLE: CLEARVIEW CD-45 - U/C & L/C.

INSTALLATION:

ACCORDING TO EXISTING POLE TYPE.

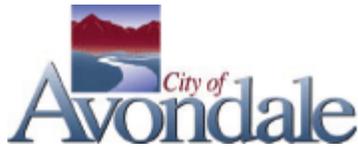
ADDITIONAL NOTES:

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PROJECT	2/26/07
DESIGNED BY	ROBERTA KELLY
CHECKED BY	3/15/07
CITY OF AVONDALE	AVONDALE
SCALE	1/2" = 1'
DATE	1/24/07
TALKER/ISSUES	GARY GRZYDER
FILE NAME	McDOWELL @ 103RD AVE R2
FILE #	FX-0057-07
PAGE	3
OF	3



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 ARIZONA CALIFORNIA NEVADA

CUSTOMER APPROVAL	DATE	LANDLORD APPROVAL	DATE	SALESPERSON APPROVAL	DATE



CITY COUNCIL REPORT

SUBJECT:
Southwest Valley Living Heritage Museum

MEETING DATE:
April 2, 2007

TO: Mayor and Council
FROM: Sammi Curless, Council Assistant (623)333-1613
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Mayor would like to brief the Council on a proposed Southwest Valley Living Heritage Museum.

BACKGROUND:

The Mayors of Avondale, Goodyear, Litchfield Park, and Tolleson as well as the executive director of the Southwest Valley Chamber of Commerce have been approached by representatives of the SRP Foundation Board of Directors and a non-profit organization as to interest from the communities of the Southwest Valley in the creation of a living heritage museum celebrating the area's agricultural roots. The conceptual plan for the museum includes permanent and changing exhibits about the history of the Southwest Valley cities, a history of the Salt River Water Users Association, educational and agricultural exhibits.

There are, as yet, neither concrete plans nor a confirmed location for the museum; but the Mayor wanted to share her understanding of the project with the Council.

RECOMENDATION:

For Council discussion and to provide direction to staff as necessary.

ATTACHMENTS:

[Click to download](#)

No Attachments Available