

# CITY COUNCIL AGENDA

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

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**WORK SESSION**  
**June 4, 2007**  
**6:00 PM**

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## **CALL TO ORDER BY MAYOR ROGERS**

**1 ROLL CALL BY THE CITY CLERK**

**2 WORK SESSION - CITY CENTER AREA PLAN**

The consultants for the City Center Area Plan will provide an update on the status of the project and present additional concepts for Council review, discussion and direction.

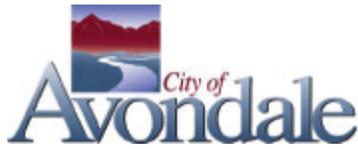
**3 ADJOURNMENT**

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:**  
Work Session - City Center Area Plan

**MEETING DATE:**  
June 4, 2007

**TO:** Mayor and Council  
**FROM:** Dean Svoboda, Long Range Planning Director (623)333-1035  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The consultants for the City Center Area Plan will provide an update on the status of the project and present additional concepts for Council review and discussion. No formal action is requested, but the City Council will be asked to provide appropriate direction.

**BACKGROUND:**

The City Center study area includes 272 acres bordered by Interstate 10 on the north, Coldwater Springs Boulevard on the south, the 113th Avenue alignment on the east and the 117th Avenue alignment on the west.

The General Plan encourages Freeway Commercial and Commercial land use in this area. The Freeway Corridor Specific Area Plan envisions an intense activity center with multi-story buildings.

The City Center Area Plan is a Council objective for fiscal year 2007-2008. One of the objectives under the Community Development Goal is to prepare the City Center Specific Area Plan. The stated purpose is "...to implement the Council's vision for Avondale Boulevard as a premier destination for shopping, restaurants and entertainment, with exciting mixed-use development to include hotels, higher quality density housing, professional office space, with an atmosphere that is fun, pedestrian friendly and conducive to daytime and night time activities."

On January 2, 2007, the City Council approved a professional services agreement with Dyett & Bhatia Urban and Regional Planners to prepare the City Center Area Plan.

The City Council's last work session on this project was held March 26, 2007. At that time, the consultants presented two alternative land use concepts and three alternative landscape schemes for consideration.

**DISCUSSION:**

A community open house, a developer roundtable, and a Planning Commission workshop have been held since the last Council work session. Substantial work has also been completed on the future land use impact analysis. Leslie Gould from Dyett & Bhatia will summarize the results of these activities, share some conclusions, and present additional concepts for Council consideration.

**RECOMENDATION:**

The City Council should consider the information, discuss the issues, and provide direction to staff and the consultants.

**ATTACHMENTS:**

Click to download

 [Exhibit A City Council Work Session](#)

 [Exhibit B Planning Commission Draft](#)

 [City Council Memo](#)

 [Schools Map](#)

**CITY COUNCIL WORK SESSION MINUTES  
MARCH 26, 2007**

Minutes of the Work Session held March 26, 2007 at 6:00 p.m. in the Council Chambers.

**MEMBERS PRESENT**

Mayor Lopez-Rogers and Council Members

Chuck Wolf, Vice Mayor  
Jim Buster  
Frank Scott  
Ken Weise  
Jason Earp  
Betty Lynch

**ALSO PRESENT**

Charlie McClendon, City Manager  
Andrew McGuire, City Attorney  
David Fitzhugh, Assistant City Manager  
Rogene Hill, Assistant City Manager  
Carmen Martinez, Deputy City Clerk  
Dean Svoboda, Long Range Planning Director

Leslie Gould, Dyett & Bhatia Urban & Regional Planners  
Frank Fuller, Field Paoli Architects  
Heidi Sokolowsky, Field Paoli Architects  
Judie Scalise, ESI Corporation

**2) WORK SESSION – CITY CENTER AREA PLAN CONCEPT ALTERNATIVES**

Charlie McClendon, City Manager, introduced Dean Svoboda, Long Range Planning Director, to present the participants in tonight's meeting.

Dean Svoboda, Long Range Planning Director, stated that the purpose of tonight's meeting was to update the council on the City Center Area Plan and to obtain direction from Council. He stated Council would receive the results of the background studies and early conceptual alternatives for the City Center area. He added that the consultants will use the Council's comments to determine a preferred alternative for public input. Mr. Svoboda then introduced the lead consultant from Dyett & Bhatia, Leslie Gould; Frank Fuller and Heidi Sokolowsky from Field Paoli Architects; and Judie Scalise from ESI Corporation.

Leslie Gould, Dyett & Bhatia, presented the Existing Conditions, Opportunities and Constraints Report to City Council. She reported that the findings in the report presented to Council were gathered by the Dyett & Bhatia consultant team through site visits, discussions with Avondale City staff members, interviews, and independent research. Ms. Gould indicated that the area occupies 272 acres just south of Interstate 10, extending one-quarter mile on either side of Avondale Boulevard to the east and west, and one mile from Interstate 10 to Coldwater Springs Boulevard to the south. She covered the existing streets and PADs and future land uses under the General Plan. Ms. Gould informed Council that interviews were conducted with property owners to learn about their long term plans for their properties and their perceptions related to market demand. She indicated that there are at least 17 different property owners in the City Center area, some property owners are planning to develop their own properties, others are likely to sell, while still others are awaiting the results of the specific plan prior to selling their properties. The conclusion for the City Center area was that the area will continue to have multiple property owners and the properties will be developed at different times. Ms. Gould then discussed specific properties east and west of Avondale Boulevard and detailed which property owners had known plans to sell their properties and which property owners' plans were unknown to the City at this time. Ms. Gould then covered the circulation streets of the City Center area, which are Avondale Boulevard, Interstate 10, Roosevelt Street, Garfield Street, Corporate Drive, Van Buren Street, and Coldwater Springs Boulevard.

Council Member Lynch pointed out that the report's section on Market Analysis lists Neighborhood Centers that have not existed for several years and leaves out future developments that will have a big impact for the City Center such as the Algodón development on the John F Long property. Ms. Gould replied that that was the input they were seeking tonight because while they gathered information from a wide variety of sources, everyone has information the consultants might not have.

Council Member Weise stated that the potential commercial Empire Realty development at the northwest corner of Avondale Boulevard and Van Buren would affect what the City wants to do in that corridor and he asked what Ms. Gould's impression was when she talked with Empire Realty. Ms. Gould stated Empire Realty wants to do a shopping center to include a grocery store and two 20,000 sq ft box stores and one to three office buildings. Council Member Weise asked if Ms. Gould thought that type of development fit with what the City was looking to develop at the City Center. Ms. Gould replied that the Council would have the opportunity to see plans showing the development Empire Realty wanted to do and plans depicting intense mixed-use and pedestrian use that the City wanted to do.

Ms. Gould then invited Judy Scalise, ESI Corporation, to cover the conclusions from the Market Analysis.

Judy Scalise, ESI Corporation, stated that the Market Analysis would identify what the Market Trade Area is, provide a socioeconomic analysis of the demographics within the Market Trade Area, assess the current supply of real estate, and gauge the potential

market demand based on existing conditions and future population projections. Ms. Scalise explained they had defined the Market Trade Area to be the demographics within 10 and 26 minute drive times. Within the Market Trade Area, the socioeconomic study revealed that there are nearly 100,000 people within a 10 minute drive time of I-10 and Avondale Boulevard, which is estimated to grow to 168,000 by 2010, and by 2010 there will be a market of 1.2 million people within a 26 minute drive time. Ms. Scalise stated that Avondale resides within a market called the Western Suburbs and added that Avondale is currently over-served in community retail and underserved in regional and neighborhood retail, and office space in all building heights.

Council Member Lynch stated over the years Council has been told that Avondale would never have a regional mall because of the 10 mile radius rule and a regional mall has been planned for Goodyear and asked if that rule still applied. Ms. Scalise responded that the rule was probably still true. She added that Desert Sky Mall is also in close proximity to Avondale, but its impact is not expected to be as great, however, there are other developments planned along Route 101 that could have a greater impact.

Ms. Scalise explained that based on existing, planned and under-construction retail space, it is estimated that by 2020 Avondale could support another 400,000 square feet of neighborhood retail, and by 2020 Avondale will continue to be underserved in mid-rise office space. Ms. Scalise stated that combined with high-rise space, Avondale is estimated to be able to support 500,000 square feet in high-rise space. She concluded that this is typically not a market for high rise office space. In response to a question from Council Member Buster, Ms. Scalise responded that she did not believe high rise buildings of 13 floors or more will ever develop out of the downtown Phoenix area into other markets. She stated Avondale was probably looking at 5 to 12 story buildings.

Council Member Buster asked if the deficit in high rise office space shown as a deficit in the report was therefore not a realistic deficit. Ms. Scalise responded it was shown as a deficit of square feet that could support high rise office space.

Council Member Buster asked how transportation, or the lack thereof, would affect the development of high rise office space in terms of how far people were willing to commute for jobs. Ms. Scalise responded effect of transportation had not been analyzed. The analysis looked at the 26 minute drive time and the demographics in that area because people today are commuting an average of 26 minutes.

Ms. Leslie Gould, Dyett & Bhatia, added one of the most exciting opportunities they had gleaned from the Market Analysis was that, over time, the West Valley would need to develop office space and not only could Avondale support its own 500,000 square feet, but the west valley would need 5 million square feet of office space; therefore, the economic development opportunity was there for Avondale to capture 1 to 2 million square feet of that needed office space rather than have it spread out between Goodyear, Surprise and Buckeye.

Council Member Weise stated it is in Avondale's favor to be centrally located to many areas and Avondale is perfect for office space development, because as the population increases, people from Buckeye and Goodyear will be less inclined to drive into downtown Phoenix for jobs they can have 10 minutes away from home.

Ms. Scalise responded those people would really be reluctant to drive all the way to Tempe and Scottsdale as growth continues in those areas. She added she found it extraordinary that all of the major employment centers were in the eastern part of the valley, and that Avondale was very well-situated to be an employment center.

There was a discussion regarding high rise buildings and whether the expected population growth particularly in the west valley could demand and sustain high-rise buildings. Council Member Weise indicated he believed that there could be demand for mid-rise buildings of 5 to 12 floors that could represent great employment centers. Ms. Scalise responded there were very major cost increases in terms of building height that rose upwards from 4 to 8 to the 12 story heights. Ms. Gould added that from a land economics perspective, high-rise buildings are not built unless there is a need because with high-rise buildings comes the need for structured parking.

Council Member Lynch stated while that was true, the City needs to stop saying "we can't," as that had been the problem with the West Valley for years. She stated if one looks at the overall picture of the 101, I-10, 801 and the 303 highways, Avondale is in the midst of them and the City's attitude should be "why can't we," and explore the opportunities that will come with the network of highways.

Ms. Scalise then talked about the opportunity for townhouse/condominium development. She indicated that based on projected population growth, there will be a need for 20,494 new housing units and 400,000 sq ft of retail space by 2020 and added that future potential for retail will be dependent on the addition of office and residential developments to the City Center and the surrounding area. She indicated that there will be an opportunity for pedestrian-oriented retail serving both the City Center and the community as a whole. Ms. Scalise indicated that Avondale and the western suburb are currently underserved in office space; there are no mid or high rise office buildings west of I-17 and added that by 2020 Avondale could support 500,000 square feet of office space. She indicated that Avondale is strategically positioned to capture a larger share of the overall supportable office space in the western suburb, which could range from one to three million square feet, adding that there is an opportunity to position Avondale as a unique office area with the development of 5 to 12 story buildings. Regarding residential, Ms. Scalise indicated that high density residential development will help support the demand for additional retail; townhouse/condo development will support the pedestrian-oriented retail desired by the Council; and by 2020, 7.3 percent of the total housing demand could be met with townhouses/condos.

Ms. Gould stated that by doing the market analysis, she had learned three things: 1) there is great competition between cities and Avondale has a tremendous opportunity to do this high intensity office core for the whole western valley and do a pedestrian-oriented

neighborhood, 2) Avondale does not have any townhouses or condos in the city and she perceives this to be a niche market and Avondale could take advantage of this, 3) pedestrian-oriented retail would provide for a wider market than just Avondale. She stated that Avondale could distinguish itself and take advantage of the opportunities in the market.

Vice Mayor Wolf stated there is an opportunity to capitalize on the development of lots valued around a million dollars for certain individuals who are going to want to locate in a nice area that is closer to them than downtown Phoenix. He stated that with the right plan there could be other opportunities within the 26 minute commute.

Ms. Gould stated that Avondale Boulevard is a heavy traveled street and indicated that there are areas designated as hotel/restaurant/office; hotel/retail/office; hotel/office/high-intensity office core/mixed-use district with retail and high density residential; mixed-use district with retail and high density residential/ retail commercial; and mixed-use district with retail and high density residential. She indicated that Council will need to decide whether they will allow housing along Avondale Blvd. She stated that each area is not big enough on its own to support a good pedestrian retail area, so there needs to be connections to other areas to make the City Center a district and not project to project to project. Ms. Gould proceeded to point out on the charts the areas they have identified for pedestrian connections.

Council Member Lynch indicated that most of the Council had met with individuals who have expressed interest in the property on the west side of 107<sup>th</sup> Avenue north of Dealer Drive and they have expressed the need to get people to the shopping areas. She indicated this is an important point and that perhaps there could be a tram. She added that the Council has consistently been told that rooftops are needed before retail development comes in and that it is imperative that council defines what those rooftops will look like – town homes, condos, single family homes, etc. She stated the City also has to be careful because whenever the City brings up the issue, developers think the City wants apartment complexes.

Frank Fuller, Field Paoli Architects, presented architectural sketches picturing two different schemes that included pedestrian connections and open spaces, entry and drop off points for people, and signalization. Mr. Fuller indicated that the Council should address the issue of underground parking for the future and shaded, structured parking for the present. Mr. Fuller stated the idea of having a place where people can live, work and shop will make the City Center a special place and would be different from a place where all the pieces are separate with surface parking around them. He stated this City Center would put the City of Avondale in a position to compete with the other cities and would make Avondale the place the City Council wants it to be.

Leslie Gould indicated that they want to communicate their vision for the City Center as a place with streets that connect one property to another even though they may be developed at different times. Ms. Gould added that the plan also mandates where certain centers must be located, and it mandates where the major public spaces must be located.

Council Member Weise stated that he thought the East-West scheme was more interesting with the long, winding corridor. He stated he was not a big fan of the parking structures. Ms. Gould stated that in order to create a pedestrian, mixed-use walking place, you cannot do all surface parking. She stated all of these more intense areas have to have surface parking to support retail and restaurants on the ground floor and to have the walking environment.

Council Member Weise concurred with Ms. Gould and stated that during the tour he noticed that Mill Avenue is interesting because there is something going on at every point.

Vice Mayor Wolf stated he liked a combination of the two schemes.

Council Member Lynch commented that her impression of the East-West scheme was that once again Avondale is being divided, and developers would attempt to develop the north differently from the south and that the City had gotten away from that and they did not want that in the City Center. She stated she agreed with Vice Mayor Wolf and liked the intensity on the left and the right of Avondale Boulevard and she was not interested in what the developers want to put somewhere, but in what Council was trying to create. Council Member Lynch indicated that her experience from other cities is that parking garages can be placed between two hotels or similar structures so the view is not blocked. She stated the problems in Tempe with lack of space causes the need to share parking space and often discourages people going downtown. Council Member Lynch stated she liked the meandering road because it builds continuity within the City.

In response to a question from Ms Gould, Council Member Lynch stated that she felt the East-West Scheme was splitting Avondale in half.

Mr. Fuller stated that the schemes depict a future scenario and it is possible to build phases in, so it would not be exactly as the schemes depict. He added the East-West Scheme with the street down the middle is meant to tie together rather than separate. Ms. Gould added the streets would be one lane in each direction, parking on both sides, with wide sidewalks with shade.

Mayor Lopez-Rogers asked if the North-South scheme did not work for the west and if that was why it was not included. Mr. Fuller stated they could present that scheme but that if they are to have a pedestrian oriented plan, there needs to be at least 150,000 sq ft so that it is neither too long nor too short. He added they wanted to present something that was balanced but was concentrated enough to ensure success.

Council Member Buster indicated he linked the north-south scheme just the way it is.

Mayor Lopez Rogers indicated she liked a combination of the schemes.

Vice Mayor Wolf stated that if the west side of the East-West Scheme is set as the target, it would not preclude the west side of the North-South Scheme from being done, it would

just have to be developed in phases. He indicated he liked the higher intensity so the potential could be maximized.

Ms. Gould stated that property owners and brokers will get a chance to see this same presentation and give feedback. Ms. Gould showed images of the landscape schemes designed for Avondale Boulevard. She stated there are 130 feet of right-of-way, which translates into 16 feet on both sides for sidewalks and landscaping and another 30 feet of landscape setback, for a total of 45 feet for landscape. She showed slides of three schemes to Council, the Arroyo, the Formal, and the Land Art schemes.

Mr. Fuller and Ms. Gould describe the Arroyo landscape as lush and with trees that provide a lot of shade including Cottonwood, Ash, and Mesquite which would grow 40 to 50 feet in height. The formal landscape has two rows of trees and the Land Art landscape uses mounding and berms. Ms. Gould stated they recommend Avondale Boulevard have a signature image and that the buildings on Avondale Boulevard be taller than one and two story buildings, but rather four and five or more stories because of the width of the street. Mr. Fuller added each one of the schemes was using the existing right-of-way in terms of curb-to-curb as a starting point.

Vice Mayor Wolf stated he likes the Land Art concept. He asked what the cost was between the Land Art concept and the Arroyo concept. Ms. Gould replied she did not have that information available and would have to get back to him.

Vice Mayor Wolf asked if covered walkways were going to be incorporated in the plans for City Center. Mr. Fuller responded that they would. He noted the Land Art concept and the Arroyo concept plans required the most space and the Formal concept would take less space, but would push the buildings closer to the street. Mr. Fuller informed Council they could choose a combination of landscapes.

Council Member Earp stated he liked the Land Art concept and found the Arroyo and Formal concepts unattractive and indicated that the cost of the landscape should be born by the developers.

Vice Mayor Wolf stated there is a lot of value to the Land Art concept and it is designed around providing flexibility in the landscaping design. He indicated that his concern was not so much the cost as making sure a certain set of minimum criteria was set that was enforceable.

Ms. Gould added that Kimley-Horn is the consultant for transportation and infrastructure. She informed Council that there was a large, concrete SRP pipe that runs on the west side of Avondale Boulevard and crosses over to the other side that will preclude certain types of trees from being used so an absolutely symmetrical landscape plan could not be done on both sides of Avondale Boulevard.

Vice Mayor Wolf stated the type and cost of power lines should be considered before undergrounding the power lines on Avondale Boulevard.

Ms. Gould indicated the presentation was complete and asked for further comments.

Council Member Lynch stated a big item for her was public art but that funding is an issue that needs to be discussed. She stated the Arts Commission has visited California and is certain that the use of public art within the City Hall complex would make a strong statement. Council Member Lynch stated possibilities for funding were 501c3s and set a percent of the annual Capital Improvement Project (CIP).

Ms. Gould asked for feedback regarding public art from the whole Council. She stated that typically cities who want public art in a particular area allocate one percent of the CIP for that area, and that currently Avondale dedicates one percent of just the General Fund portion of the CIP. Ms. Gould stated another option is to ask the private sector to pay an impact fee for public art, and still another option is to hire professional artists to work with the design engineers on the CIP projects to incorporate artistic elements in the designs; renting art is another idea.

Council Member Lynch informed Ms. Gould that the City already requires new communities to include some kind of public art. She stated it did not have to be expensive for the development community to do their part and in some cases there is beautiful public art available for well under \$100,000.00.

Ms. Gould reiterated they were interested in feedback from the rest of the Council in terms of increasing the percentage of the CIP designated for public art or an impact fee on private development, or a combination thereof.

Council Member Lynch stated Council had tough decisions to make. She asked the City Manager to bring back the issue of funding for public art for Council discussion at a future meeting.

Vice Mayor Wolf stated he was not convinced that one percent of the CIP for public art would generate that much revenue. Vice Mayor Wolf stated it would be good to have another workshop on the issue of funding public art.

Ms. Gould stated the City has tremendous opportunities with the City Center. She indicated that the Council is creating a very visionary idea for the West Valley by incorporating elements that are not customary right now such as setting minimum building heights, minimum densities, requiring the majority of parking to be structured parking, and requiring active ground floor uses. Street layout and width and traffic signal placement are also not typical. She added, however, that these standards are typical for a pedestrian-oriented, mixed use that is not customary for the west valley but attempts to attract new developers to Avondale.

Vice Mayor Wolf stated he believes Claudia Whitehead, Economic Development Director, can sell whatever they put in front of her. He indicated that there is a tendency for developers to think that a strip mall is sufficient. He stated he does not believe Avondale is in a position to wait and that developers have to understand the City's vision.

Council Member Lynch stated she agrees with Vice Mayor Wolf, in that all Avondale has left is the land and she is not worried about what the landowners or the developers want to do. Council Member Lynch stated it does not matter if the City has not done it before; it does not mean they cannot do it now.

Vice Mayor Wolf stated his direction to Dyett & Bhatia would be to continue forward on the same path and for them to tell Council what they need so the plan can be put in place. He suggested they not hold up the reins because they run into feedback from one or two developers.

Mayor Lopez-Rogers stated Dean Svoboda would have to return to Council and make Ordinance, Zoning and General Plan changes. Mayor Lopez-Rogers stated she believed Council was happy with what they had seen tonight.

Ms. Gould indicated they would return in May after an impact analysis with recommendations for a preferred plan.

Dean Svoboda, Long Range Planning director, stated the purpose of this meeting was to determine if there were any concepts that Council was adamantly opposed to or not interested in, and it appeared based on the directions given that the consultants were on the right path. He stated the consultants will consolidate some of the concepts and do the impact studies in April; public feedback will also be obtained. Mr. Svoboda stated that next time they present to Council, the consultants will have their best guesstimate and additional feedback from the development community, property owners and the public as a whole.

Ms. Gould stated the consultants appreciated Council giving them the time to give their presentation.

### **3) ADJOURNMENT**

There being no further business to come before the Council, Vice Mayor Wolf moved to adjourn. Council Member Earp seconded the motion. The motion carried unanimously.

Meeting adjourned at 8:09 p.m.

# DRAFT

## CITY OF AVONDALE PLANNING COMMISSION WORK SESSION

Avondale City Hall  
City Council Chambers  
11465 W. Civic Center Dr.  
Avondale, AZ 85323

Thursday, May 17, 2007  
6:00 P.M.

### I. CALL TO ORDER

The City of Avondale Planning Commission Work Session was called to order at approximately 6:00 p.m. by Chairperson Lageschulte.

### II. ROLL CALL

The following members and representatives were present:

#### COMMISSIONERS PRESENT

Linda Webster, Commissioner  
Lisa Copeland, Commissioner – Arrived at 6:30 p.m.  
Edward Meringer, Commissioner  
Michael Alcorn, Commissioner  
Alan Lageschulte, Chairperson  
Kevin Grimsley, Commissioner

#### COMMISSIONER ABSENT

David Iwanski, Commissioner

#### CITY STAFF PRESENT

Dean Svoboda, Long Range Planning Director

#### OTHERS PRESENT

Leslie Gould, Dyett & Bhatia

### III. DISCUSSION ITEMS

1. City Center Area Plan

The consultants for the City Center Area Plan will present the results of their research and some preliminary concepts for discussion. No formal action is requested or required. The study area is bordered by the I-10 Freeway on the north, Coldwater Springs Boulevard on the south, the 113<sup>th</sup> Avenue alignment on the east, and the 117<sup>th</sup> Avenue alignment on the west. Staff Contact: Dean Svoboda (623) 333-1035.

Dean Svoboda, Long Range Planning Director, showed the Planning Commission slides of the City Center area, pointing out the residential, commercial, and mixed-use/employment areas. He stated the Freeway Corridor Specific Area Plan adopted in the early 90s envisions this area as a high profile activity center with multi-story buildings. He introduced Leslie Gould, Dyett & Bhatia, lead consultant on the City Center Area Plan, to present the major findings from the market analysis and existing conditions reports.

Leslie Gould, Dyett & Bhatia, came forward and pointed out the parcels on the slides to the Commission, to include residential, employment, mixed-use, single-family residential, and the Civic Center, and covered the streets in the area. She then pointed out the zoning, the unzoned areas, and the multiple ownerships of the properties. Ms. Gould then showed a slide on the transportation plan for the area, and relayed that good infrastructure pipes were in place for sewer and water. Ms. Gould informed the Planning Commission they had taken the City Council on a tour of the Phoenix region so they could see qualities they would like to bring into the Avondale Town Center, such as Kierland Commons, Mill Avenue, and Portland Park in Roosevelt Square. She suggested for pedestrian-oriented streets, Avondale would have to narrow their streets. Ms. Gould stated the consultants completed the Avondale City Center Market Analysis study covering drive distances, demographics, and development, and showed the Commission a map of the Phoenix region, which showed that all employment centers were on the east side of the valley, yet tremendous growth was happening on the west side. She presented a question for the Commission – Which city was going to be the employment center for the west side? Ms. Gould stated she thinks Avondale has an opportunity to capture an employment center for the City Center Area, as it is well-positioned at I-10 and close enough to downtown Phoenix and the airport. She stated the consultants examined regional malls and concluded Avondale has no potential for a regional mall. Ms. Gould stated their consultants had concluded that over the next 15 years or so Avondale could support approximately 400,000 square feet of retail south of I-10, and the more office and residential they put in the area, the more retail they could support, and if they did pedestrian-oriented retail, that probably is a big opportunity because it does not currently exist in the West Valley. She stated they had concluded the entire West Valley was underserved in terms of office and Avondale alone could support another half million square feet of office space over the next 15 years, but if Avondale is more assertive and established the City Center Area as an employment center, the City can get up to 1-3 million square feet of office space because it would serve the entire West Valley region, and in the entire West Valley there is no office space that is more than 2-3 stories high. Ms. Gould stated they had concluded in terms of town homes and condominiums, Avondale

could support 1,500 town homes and condominiums over the next 15 years. She showed the Planning Commission slides of the streets in the City Center Area again and the best pedestrian areas. Next she showed scheme layouts of retail-pedestrian concentrations to the Commission. She added if the City does surface parking for all the new development, it would never feel pedestrian, so they assume a need for structured parking. She stated the consultants had found the Center Street scheme to be the most promising. Ms. Gould next covered landscaping for the City Center Area and stated that City Council had preferred the Land Art scheme. She stated the City Council is supportive and enthusiastic and has high hopes for this area and want pedestrian-oriented, employment, residential, and something exciting. She stated they have been doing Developer Roundtables and are coming up with concepts that reflect the feedback they have heard. Ms. Gould stated they held a Community Meeting last night with approximately 60 people in attendance who generally expressed strong support. She stated the next step would be a land use impact analysis.

A Commissioner asked had the consultants considered tying the east and west side of Avondale Blvd. together with elevated walkways.

Ms. Gould stated from her experience with elevated walkways, people do not like to use them, and added that those walkways are very expensive. She stated the at-grade crossings would work and the investment required for elevated walkways would not be worth the return.

Chairperson Lageschulte asked had underground parking been considered.

Ms. Gould responded that underground parking was the most desirable, but was also the most expensive by far, as a surface parking space might cost \$3,000, a structured parking space might cost \$15,000, and an underground space might cost \$25,000. She added that as a developer in the City Center Area would have to build a structure, he would have to charge more and would worry if he could rent it.

Chairperson Lageschulte stated parking was great on top of the buildings also, but in the summertime a car on a roof would get too hot. He stated underground parking might be a sellable point when a property owner is trying to rent his building.

Commissioner Alcorn stated the City should figure out how to incorporate a tram in the City Center Area. He stated two or three tram companies in Scottsdale make a small fortune at Christmas time. He stated he loves the plan, and rather than cut it down in scope, he wants to make it bigger. He told Ms. Gould not to worry about the City not being able to handle it, as they would be building it a little bit at a time and if it were planned right, things would go well. He stated he agreed, the City needs a lot of underground parking, even if it is only two or three levels, and underground was a superior area for heating and cooling equipment, as well as underground parking makes an excellent emergency area in case of natural disaster.

Ms. Gould stated there was agreement on the underground parking.

Commissioner Copeland stated she made a presentation today on a structure she is managing, and a five story parking structure is \$17,000 per parking space currently, and as they will not break ground for another two years, the projected cost is \$22,000 per parking space above ground. However, she agrees that with a project like this, the City is competing against the City of Glendale, and as Avondale needs to give them a run for their money, underground parking will attract consumers. She added that Dell Corporation is close to signing a lease in Glendale for their headquarters, and Avondale needs to have the types of building that will attract Fortune 500 companies.

Ms. Gould responded that the developers had stated one of the strongest things the City could do is to help build the parking, which would make a big difference on the first projects.

Commissioner Merringer commented that the underground walkway on Camelback Corridor seems to be a huge advantage on a busy street, and in the future with the amenities where people are going to work and then will go to a restaurant or lounge after work, it would be convenient for the City Center Area.

Ms. Gould responded an underground walkway was the type of structure a City built once a project was underway and the demand was present.

Commissioner Merringer stated he also liked the north/south scheme as opposed to the east/west scheme. He stated he does not like the elevated walkways, such as across I-17 and across the 101. He stated Mill Avenue is fantastic and he enjoys visiting with his family, and Avondale needs to look at a venue to hold large functions, such as arts and crafts festivals, to draw the Valley to the west side.

Chairperson Lageschulte stated he could not remember the name of the street, but there is a particular street in Orlando, Florida that resembles what is depicted on the slides and it is something the consultants should look at.

Ms. Gould stated the name of the street would come to the Commissioner, and he could e-mail that to Dean Svoboda and they would look it up on Google Earth.

Chairperson Lageschulte stated the slide reminded him of that street with the winding road and the buildings on each side, and that plan had turned out nice for Orlando.

Commissioner Alcorn commented that one draw Avondale had was PIR (Phoenix International Raceway) and the Barrett-Jackson Auction people were looking to move to LA, and Avondale would be a perfect venue for Barrett-Jackson.

Commissioner Grimsley thanked Ms. Gould for the presentation. He stated in his hometown in Kansas, that their downtown area had been revitalized with an art walk and nicer establishments, and he thinks Avondale needs to carve a niche for an adult-oriented area with restaurants, shops, and sports bars where teenagers will not flock to.

Ms. Gould suggested a dinner theater or a bar with live entertainment.

A Commissioner stated Mesa has a dinner theater that his family visits and they love it.

Commissioner Alcorn stated the whole West Valley drives to the east for entertainment and it is time for that to stop. He stated he agrees Avondale does not need another teen hangout and Avondale does not have anything where Bill Cosby can come that seats 7-8,000 people and it would be an instant hit.

Ms. Gould stated they really heard that at the Community Meeting last night, as well as demands for all types of entertainment, adult, sports bar, wine bar, dinner theater, jazz club, as well as families saying they want things to do with younger children such as the McCormick-Stillman Railroad Park in Scottsdale. Ms. Gould suggested a tie-in with PIR, such as a go-cart park or a little mini raceway park.

Commissioner Merringer stated the indoor cart racing was pretty popular lately with the F-1 Race Factory and Speedway. He stated his family has to drive to Scottsdale if they want to go out dancing or to shoot pool. He added the area will need to be well-shaded and well-lit for the evenings.

Ms. Gould responded that Kierland Commons did a very good job on the shading.

Commissioner Alcorn stated they were not looking for more Mesquite trees. He stated everybody kept saying they would put in live Oak trees, but he had not seen one yet or any Pecan trees. He stated live Oaks going down the middle of the street would spread their branches clear across the street, but as they use a lot of water, the City should look into using the businesses' brown water being diverted for the vegetation.

Ms. Gould responded they would really like to explore that because with the storm water requirements, the City detains a huge amount of water in rain events and if the City could save a little of that and percolate it out into the landscaping, it would be great.

A Commissioner inquired as to the timeframe for the project.

Ms. Gould responded the timeframe for completing the plan itself was by October and the timeframe for the build-out is anywhere from 5 to 20 years.

Commissioner Copeland stated she would suggest sitting down with APS and SRP because they have a 5-10 year plan where part of the regulation is to increase their solar capacity, which is currently under one percent, and Governor Napolitano just had a conversation with the CEOs of APS and SRP and there will be incentive programs that the City can take advantage of.

Ms. Gould stated that was interesting, as the developers had suggested making this a green development where the City harvests the storm water and does solar as a way of marketing.

Commissioner Alcorn stated if they could not find people who want to construct what the City is looking for, they should cast the net wider as the City does not have to work with just SunCor or only those in this town. He stated he wished Del Webb was still alive because he was the type of person who would say "We can do this." He added the City can have the project started and going within five years if it is planned and done right, and every time they stop, it costs money, and the longer the City waits, the more it is going to cost.

Ms. Gould responded it would require City investment.

Mr. Svoboda stated they would be back before the Planning Commission for further discussion and they have an upcoming workshop with the City Council on June 4, 2007, and they will keep the Planning Commission posted.

Mr. Lageschulte thanked Mr. Svoboda and Ms. Gould for the presentation.

#### **IV. ADJOURNMENT**

With no further business, the meeting concluded at approximately 6:56 P.M.

NEXT MEETING: May 24, 2007 (Special Meeting) Public Safety Building 107<sup>th</sup> Avenue

#### **FOR SPECIAL ACCOMMODATIONS**

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 Commission meeting.

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Staff Signature

# DYETT & BHATIA

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## M E M O R A N D U M

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**To:** City of Avondale  
**From:** Dyett & Bhatia  
**Re:** Avondale City Center Specific Plan: Impacts Analysis, Concept Plans, and Next Steps  
**Date:** May 30, 2007

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### SUMMARY

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On March 26, 2007 the City Council reviewed and discussed the Avondale City Center Specific Plan. Materials presented included: Existing Conditions, Opportunities and Constraints, Market Analysis, Two Alternative Concept Plans, and Alternative Landscape Designs for Avondale Boulevard. The City Council provided extensive feedback and directed the team to proceed on to the next steps.

Since that time the consultant team has prepared growth projections based on the market analysis, and studied potential impacts related to:

- Fiscal Impacts
- Traffic Circulation
- Infrastructure – Water, Sewer, and Stormwater
- Schools

City staff and the consultants have also met with developers that work throughout the Phoenix region to get their reactions to the plan ideas, and input about how to induce the private sector to build this type of development in Avondale. While they support the concept, they have serious concerns about how to implement the ideas given current market realities. We have also met with property owners in the area and discussed their most current thinking about future development on their properties. The property owners include Carlos and Sean O'Brien, Empire Realty, and the owner of the 80 acres of property immediately west of the study area.

A community meeting was held on May 16. Approximately 60 people attended. The community was very supportive of the overall goals for creating a pedestrian-oriented area with retail, restaurants, and entertainment. The Avondale City Center Area Specific Plan work was also presented to the Planning Commission on May 17<sup>th</sup>.

This memo summarizes the impacts analysis research, meetings with developers and property owners, and feedback from the community and the Planning Commission. It further describes major conclusions as a result of all the feedback received. As a result of the feedback and discussions with the developers, property owners, community, and City staff, we concluded that it was appropriate to study some additional concept plan ideas before deciding on a final preferred plan. We will be presenting those to the City Council at the meeting on June 4<sup>th</sup>.

**IMPACT ANALYSIS**

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**Growth Projections**

The consultant team prepared growth projections to use in the impact analysis, based on the market analysis and a detailed analysis of the land development capacity within the study area. The market analysis concluded that there will be a need for another 400,000 square feet of neighborhood serving retail in Avondale, much of which could be built south of I-10. Additional potential for up to 100,000 sf of retail may exist, dependant upon the addition of office, hotel and residential in the City Center area. The study also concluded that Avondale could potentially accommodate one to three million square feet of office space of all building heights, depending on its ability to compete with other cities in the West Valley to become an office center. The study estimated that 7.3 percent of the total housing demand in Avondale could be met with the development of townhouse or condominiums, which translates into 1,488 dwelling units. The future hotel market is very difficult to predict. Avondale City Center is a good hotel location given its proximity to I-10, Loop 101 and I-17; however other locations in the western suburbs are equally competitive.

Growth projections were prepared in order to analyze potential impacts related to traffic, schools, infrastructure, etc. Two scenarios were prepared, a “low-development” scenario; and a “high-development” scenario, in order to ensure that a range of market outcomes are considered. The consultant team tested actual building footprints and parking requirements, and determined that the amount of development capacity in both scenarios fits within the land area of the Avondale City Center. In the low development scenario, building heights would average around three stories; while the high development scenario would include a number of buildings that are four to five stories.

The final growth projections used were as follows:

	<b>Low</b>	<b>High</b>
<b>Office</b>	1,000,000 sq. ft.	2,000,000 sq. ft.
<b>Retail</b>	300,000 sq. ft.	500,000 sq. ft.
<b>Residential</b>	1200 Units	1800 Units
<b>Hotel</b>	Summit Hotel only	Two Additional Hotels – 200 rooms total

**Fiscal Analysis**

Based on the low and high estimates of new office, retail, hotel, and residential square footage, the total estimated fiscal impact to the City of Avondale is \$12.5 million (low) to \$22.3 million (high). This includes revenues from: construction sales tax, transaction privilege tax, occupancy tax, and property tax. Much of the revenue is a one-time construction sales tax. Excluding this, the yearly recurring impact to the City will be \$3.5 million (low) to \$6.6 million (high). The breakdown of this yearly income is: 29% from property tax; 43% from retail sales tax; 5% from transient lodging; and 24% from occupancy tax. The estimated number of new jobs is 3,597 (low) to 7,053 (high).

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Some additional analysis of the market potential for retail was undertaken, analyzing how much additional retail could be supported if the Avondale City Center develops at the midpoint of the range. Once the area is fully developed, it is estimated that a total of 500,000 sq. ft. of retail can be supported.

## **Traffic Analysis**

Using the low- and high-intensity scenarios for projected residential, office, hotel and retail uses, we've determined low and high estimates of daily trips generated by the site: 37,271 and 63,609 daily trips, respectively. Assuming a 15% reduction of trips caused by on-site interactions of uses, pedestrian, and transit activity, these low and high daily trip estimates are reduced to 31,680 and 54,067 trips, respectively.

Individual traffic volumes were determined for Avondale Boulevard, Van Buren Street, Corporate Drive, Coldwater Springs Boulevard, 113<sup>th</sup> Avenue, and 111<sup>th</sup> Avenue. Including both background traffic and traffic generated by new development on the site, traffic volumes approach between 58,100 and 70,300 along Avondale Boulevard just south of I-10. Just north of Van Buren Street, the traffic along Avondale Boulevard drops to between 45,800 and 54,200. Van Buren remains near 30,000, reaching a potential high of 38,400 in the high-intensity scenario by the intersection at Avondale Boulevard. Corporate Drive remains near 5,000, reaching between 7,400 and 11,600 by the intersection at Avondale Boulevard. Final numbers are being refined, based on additional data recently provided about planned development on sites in the I-10 corridor surrounding the study area.

The planned design of the roadways through the study area will accommodate the amount of traffic projected. The City's General Plan and Transportation Plan envisioned this level of growth, and the planned network of roadways has ample capacity to accommodate the projected number of trips. It appears that it may even be possible to build Corporate Drive with one lane in each direction instead of two lanes in each direction, given projected traffic volumes, and widen to four lanes in the blocks closest to Avondale Boulevard. This is being studied further, with new updated information about background traffic, before any final recommendations are made.

The traffic analysis indicated that the Center Street scheme worked better than the East West scheme in terms of moving traffic quickly on Avondale Boulevard. It also indicated that it is feasible to propose an additional signal on Van Buren about 800 feet east of Avondale Boulevard, in order to facilitate the "Center Street" scheme and allow vehicular and pedestrian circulation to cross Van Buren. Stop signs on Corporate Drive would also be feasible to create a north/south connection along the "Center Street" that enables pedestrians and vehicles to cross safely, and not impede east/west circulation on Corporate Drive.

## **Infrastructure Analysis – Water, Sewer, and Stormwater**

Demands on water and sewer infrastructure were calculated based on the peak demands of low- and high-intensity development scenarios. It was determined that existing sewer capacity

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will be sufficient to support all anticipated flows, and that 12" water lines on all major streets throughout the site will adequately serve the new City Center development.

Stormwater retention requirements for the site are based on the two-hour 100-year storm event. Retention needs amount to 21 acre feet, excluding the Gateway and Summit properties which have already provided on-site detention, and the parcels southwest of Van Buren and Avondale where stormwater retention is already committed within the City Center complex. This is a large stormwater detention requirement, and the final preferred plan will need to have a comprehensive strategy for accommodating the stormwater. In urbanized development as envisioned for Avondale City Center, the majority of stormwater detention is typically handled underground because much of the area is covered with buildings or parking structures. However given the large acre feet storage requirements, there will be a need for some detention within landscaped areas as well.

## Schools

The Avondale City Center area is served by two public school districts: Littleton Elementary School District and Tolleson Union High School District (see attached map of school locations). Beginning in August of 2008, all elementary schools in the Littleton district are scheduled to become K-8. These school districts did not have generation rates to estimate the number of students that would be added to the school district from townhouses or condominiums as are planned in the Avondale City Center area. The consultant team researched rates used in surrounding cities and decided to use rates established by Glendale and Peoria. High school rates are 0.1 student per unit for townhouses and 0.08 students per unit for apartments/condominiums. Elementary school rates are projected to be 0.225 students per townhouse and 0.18 students for apartments/condominiums. For calculation purposes, it is assumed that 40% of the new units in the study area would be townhomes and 60% would be apartments or condominiums.

Based on these assumptions, it is estimated that the City Center site will generate between 238 (low) and 356 (high) elementary students per year, and between 106 (low) and 158 (high) high school students per year. That amounts to between 346 and 514 total school children per year. These are conservative estimates, and may be high, depending on how many of the future Avondale City Center residents have children in their households. Currently, the Littleton School District projects an increase of about 1460 students per year, and Tolleson projects about 650.

Currently, there are four elementary schools, one junior high school, and four high schools in operation in the Littleton and Tolleson districts. The elementary schools are near capacity, as demonstrated by the fact that a fifth is under construction and that all the elementary schools are planning to expand to accommodate the district's 7<sup>th</sup> and 8<sup>th</sup> graders. (The existing junior high is to become the site of the Littleton School District Offices.) The Littleton Elementary schools are counting on bond measures to enable them to expand, and to fund the new school, which is being planned just south of the study area. All of the high schools except Copper Canyon are at capacity; a fifth is under construction, and the City is currently trying to acquire

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land for a sixth. New students generated by the City Center site would likely attend Collier Elementary School and La Joya High School, both of which exist already.

## COMMUNITY MEETING INPUT

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A community meeting was held at the City Hall Chambers on the evening of Wednesday, May 16. Approximately 60 residents, property owners, developers, and other stakeholders appeared to provide feedback about the ideas presented and to offer input on the direction of the planning process. Participants filled out surveys and provided other written comments on the plan drawings.

Community members had a very positive response to the idea of a pedestrian-oriented retail area. They indicated a preference for the Center Street scheme over the East/West scheme. Participants underscored their desire for limited and/or hidden parking throughout the City Center site. In terms of programming, the most common feedback related to entertainment – there were several requests for a mixture of entertainment venues, including bars, theaters, and other nighttime activities as well as family-oriented destinations, parades, and holiday-oriented outdoor events and festivals.

Design figured prominently in the community’s responses. People called for streetscape design features, water features, public art and architectural design guidelines for the City Center site. Participants also envisioned pedestrian paths and parks lined with retail. In terms of streets and transportation, the community called for narrow interior roads, and parking structures that tie in effectively with alternative modes of transit.

Community members were also forthcoming with concerns about the plans for the City Center. The biggest hesitation about the Center Street scheme had to do with the limited visibility for retail and restaurants from Avondale Boulevard. A few expressed concern that the plan was not realistic given market realities in the area. Several participants noted that companies would require some certainty about the City Center before deciding to locate there, and that the City would likely need to offer some financial assistance in order to secure developers and tenants. Some people expressed concern about how the new hotels would tie in with the new development. A number suggested that a new, larger park or plaza would be needed. One participant feared that new development would detract from Avondale’s existing “quaint” downtown.

Feedback on the issue of building height varied considerably: 75% of the participants felt that 10 stories was not appropriate for Avondale; about 50% felt that 6-8 stories was too tall; six people (10%) felt that 5 stories was too tall, and one person felt that 4 stories was inappropriately tall.

## PLANNING COMMISSION

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On May 17, the consultant team met with the Avondale Planning Commission to present the concept plans and discuss the direction and goals of the project. More than anything else, commission members expressed the need for more entertainment venues and programming.

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Noting that “the whole west valley drives east for entertainment,” the commission members expressed a need for adult-oriented programming – not just family-oriented programming and teen hangouts. They were convinced that this is the only way to create a unique, up-scale atmosphere. Specifically, they called for a concert area, jazz clubs, 1,000-seat venues, comedy clubs, speaking engagement venues, dancing, and pool halls. In addition, they suggested that spaces for festivals and large outdoor events are critical to building the community, and advised that Avondale needs to make every attempt to retain Barrett-Jackson Auction. The Commission underscored its optimism and encouragement for these ideas by arguing that “if local developers won’t build it, we should cast a wider net,” and find developers who will.

In addition to programming, the Planning Commission had a few design-related suggestions. Intent on creating a seamless pedestrian-oriented district, they suggested that we remain open to crossing Avondale Boulevard with a pedestrian bridge or tunnel. They gave underground parking their full support, arguing that that will be a critical amenity in the City’s competition with Glendale. They even suggested we “think big” in terms of alternative modes of transit – for example, a tram along Center Street. In terms of landscape design, one commission member said he’d prefer to see more pecan or live oaks trees rather than mesquite trees, and a few members mentioned that the City should give more thought to harvesting stormwater in an effort to create a greener development.

## **DEVELOPER MEETINGS: COMMENTS, CONCERNS, AND SUGGESTIONS**

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City staff and the consultant team held two separate developer roundtables on May 11 and May 17. The purpose of the sessions was to hear reactions to the schemes from developers who work in the Phoenix valley, and to understand some of the market realities in terms of implementation. Seven professionals with extensive development experience attended the first session, including residential, mixed use, and retail developers as well as a development lender. Two developers, the developer of Verrado and a local mixed-use developer, attended the second event.

### **Positive Response to the Work Completed and the Overall Concept**

Developers were interested in the proposals, and believe that there is an exciting potential for this type of development in the West Valley. They believe this location near the airport and downtown Phoenix in Avondale has great potential, and the City of Avondale has a lot of foresight to prepare a plan such as this. The two new hotels provide a good base to start from.

They emphasized that the area will have to be developed in a way that is highly distinctive and unique in order to compete with other development in the valley. They suggested building on the connection with the Phoenix International Raceway (PIR); developing the area with green building and sustainable development principles, and/or developing an architectural theme. The first development projects have to set the tone from the beginning. All the developers favored the Center Street concept, stating that it is a much stronger scheme than the east/west scheme which tries to create an unrealistic connection across Avondale Blvd.

## **Serious Concerns about Market Viability and Implementation**

All of the developers raised serious concerns about the market viability of the proposals and challenges in implementation. Comments about the market feasibility of the proposals included the following:

- This is a very big area to fill up, when you think about how much development there is in downtown Tempe, and this area is the same size, and Tempe has ASU.
- The retail and restaurants proposed for Center Street would have absolutely no visibility from Avondale Boulevard, and that could be a fatal flaw. A developer and/or business tenants could go bankrupt.
- The City would probably have to act as a master developer to make the Center Street happen. The City would have to buy the land, put in the streets and infrastructure, and then sell development sites. City would have to end up banking the land for some period of time. It's very difficult if not impossible to achieve this scheme with multiple property owners building at different times.
- It is difficult to attract this type of development right now given the market. The area of the valley doesn't have amenities yet like a university, jobs, or restaurants. The plan could work well in the long run, but not right now.
- It is very difficult to attract medical office uses, given the State and City of Phoenix projects that are concentrating medical and biotech uses in downtown Phoenix. This site is not close enough to the new Banner hospital.
- It is difficult to compete with the cheaper office space in the area with surface parking. The City would have to provide parking if they want it to be structured.
- Construction of condominiums is not realistic in the current market, given the low prices of single family homes in Avondale. It is cheaper to build a single family home than a condominium. Townhouses are feasible, built at approximately 18-22 units per acre, in a project where the property owners own the land and the project can be phased. The typical demographic is a professional without children, typically middle aged, such as: health care workers, teachers, community college employees, airplane pilots, and attorneys.
- There is major competition in the West Valley for higher intensity office development. Westgate and a new development proposed for I-10 and 101 are also proposing mid-rise and high-rise office development.
- It will be very difficult to protect the big vision during down cycles in the market place. The City will be persuaded to give permits to projects that don't fit with the desired character.

## **Strategies the City Should Pursue**

- Attracting a major known business to the area is key. The City would need to be aggressive and offer incentives to a major corporation to locate in the City Center area.
- The City will need to build parking structures and streets as an incentive for this type of development. Several different mechanisms were suggested. The City could create a parking district that would develop surface parking lots first, and then parking structures later. Developers could buy in to the parking structure over time, rather than hav-

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ing to pay for it up front. A community facilities district (CFD) could be formed to issue bonds for parking structures, major streets, and landscaping. The City would have to work to make sure that the CFD is established in a way that it does not drive up property taxes, or overburden the property with assessments to the point that it is not competitive.

- Establish a park and community center with family entertainment as quickly as possible. This will get people used to coming to this area and thinking of it as the community center. Move the park planned behind the City Center to a more visible location.
- Encourage short-term uses that create activity and encourage the current residents of Avondale to visit the site. Recreational uses are the obvious choices: batting cages, a driving range, a go cart track for young children. Start with the park and family entertainment. Allow the City Hall parking lot to be used for events and interim uses.
- Capitalize on the desire for entertainment. Build the planned multi-generational community center. Include a very small theater for a comedy club or dinner theater. Work to attract private entertainment uses such as a sports bar.
- Capitalize on PIR and NASCAR. A car museum would be a great idea; maybe PIR or NASCAR would be interested in taking the lead. Locate it close to the “racing track” for young children in the park.
- Set the street alignments.
- Work closely with the property owners and develop a shared vision with them that they support.

## Other Suggestions

- Organize residents and the business community to help with marketing. Use of personal connections for marketing is critical. Community business leaders need to create buzz around the community, and generate talk about the City Center. Existing business leaders need to help recruit new businesses.
- Capitalize on the Super Bowl, and on big PIR events.
- Create a multimedia presentation about the area.
- Create a business incubator for small local businesses. The City could lease a building and provide reduced rent to small local businesses for a few years.
- The City could lease some of the first ground floor retail spaces created, and then sub-lease them to small local businesses that can't pay as much rent as national chains. The local businesses are important to give the area a unique local character.
- Create a developer friendly process for project review, with a staff team dedicating to making it happen.
- Create pedestrian-oriented narrow streets with parking on both sides.
- Create a central gathering spot like a plaza.
- There was disagreement about whether development here could ever support the costs of underground parking. Perhaps when buildings are 4-5 stories and the developer has to excavate for the foundation anyway, but not in today's market. A parking structure is much cheaper when it's an independent structure than when development is on top.

## Thoughts about Proposed Development Standards

- The proposed minimum density and minimum three story building height is OK, though there needs to be an allowance for height variety. A few one or two story buildings should be allowed.
- Requiring retail on the ground floor is problematic, because developers may not be able to lease the space.
- Establishing a minimum ground floor height to accommodate restaurants and retail is OK, but 18 ft. is too tall. Twelve to fifteen feet is OK.

## Additional Property Owner Feedback and Proposals

City staff and the consultants met with the Empire development team on Thursday, May 17, to learn about their perception of the retail market and Empire's preliminary site plan ideas for retail, restaurant, and office development on the northwest corner of Avondale Boulevard and Van Buren. The Empire development team hopes that their plan will "dovetail" with the City's plan for the City Center site; the team would like for the two plans to benefit from and complement one another. Empire is open to creating pedestrian-oriented retail, and orienting the development around a mid-block "Main Street." They are discussing it with retail brokers and others to determine its feasibility. They would need a critical mass of about 250,000 square feet of development to make the project work; it cannot be phased. Their site plans propose exclusively surface parking, located in configurations with parking behind buildings. The development team wants to continue discussions and are willing to wait until the City Center specific area plan has been more fully developed before formally submitting a site plan to the City.

City staff met with the owner of the 80 acre site to the west of the study area. He has applied for a General Plan Amendment to allow mixed use development on the northern 40 acres. City staff also met with Carlos and Sean O'Brien who own a property east of Avondale Boulevard where they plan to build a Carlos O'Brien restaurant. They are interested in proceeding to prepare a development application, and want to know the exact future street alignment for Corporate Drive.

## MAJOR POLICY ISSUES AND CONCLUSIONS

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Based on all the feedback received, and especially the cautions expressed by the development community, several key issues were identified that need to be addressed as part of the preparation of the preferred plan. Alternative concept plans in addition to the Center Street scheme need to be studied.

### Retail Visibility

While the Center Street plan provides a strong organizing framework and achieves the City Council goals, the concept raises serious concerns about implementation risks and feasibility. The proposed pedestrian retail street called "Center Street" is completely separated from Avondale Boulevard by office buildings and parking structures. The lack of visibility from Avondale Boulevard presents a huge risk for retail because they would not be able to rely on

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the visibility of passing traffic. Considering that retail the key desired component for the whole City Center area, its visibility is integral to the success of the development. Additional concept plans need to be considered that provide greater retail visibility.

## **City Role in Facilitating a Coordinated Development with Multiple Property Owners**

The proposed location for Center Street suggests challenges in terms of the number of property owners involved. At least seven landowners are represented along Center Street and the area that the development would occupy. Development of the scheme would require partnerships between the landowners and developers, who currently have varying development plans, and different timeframes for development. The City would likely have to play role in assembling, brokering, or otherwise offering development incentives. The City will need to consider whether it is willing to take such a pro-active role, and its financial capacity to do so.

## **Proposed Retail Development, and the Extent of Retail Market Demand**

Empire Realty, the property owner of the 40 acres on the northwest corner of Avondale Boulevard and Van Buren, has stated that they wish to construct a retail and restaurant center. The Avondale market may not be able to fully support that retail center on the west side of Avondale in addition to a pedestrian-oriented retail street on the east side of Avondale Boulevard. The City will need to consider whether it would support a one-story pedestrian-oriented shopping center with surface parking as proposed by Empire Realty west of Avondale, in lieu of a pedestrian-oriented street with mixed-use development east of Avondale, at least in the near term.

## **Focus on an Expanded Vision for the Area West of Avondale Boulevard**

In addition to Empire Realty, the property owner who owns the 80 acres west of the study area is interested in pursuing mixed use development. There may be a greater opportunity to work with the private sector in shaping a pedestrian oriented district on the west side of Avondale in the near term. On the other hand, the hotels that have just finished construction are on the east side, and provide a logical strong starting point for pedestrian-oriented development. The City will ultimately need to decide where to focus its efforts and incentives.

## **Connecting the Street System and Creating Pedestrian Streets West of Avondale**

There is a major opportunity to study the entire area from Avondale Boulevard west to 119<sup>th</sup> Street, and create a connected network of streets covering the whole area. There is enough land to create an extensive mixed use district. This should be considered as part of the proposed General Plan Amendment for Mixed Use.

## **Corporate Drive Alignment and Design**

Reconsidering the “S” curve alignment of Corporate Drive opens up some interesting opportunities for creating a more pedestrian oriented district on the east side of Avondale Boulevard that could be developed more incrementally over time. It would allow greater land use flexibility by providing a regular grid structure that accommodates a wide range of uses. It would provide much greater pedestrian safety as well. Based on traffic analysis, this could be feasible, because traffic movements predominantly need to access Avondale Boulevard rather than cross

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Avondale and head east or west. This will be explored further in some alternative concept plans.

## **Making a Major Statement on Avondale Boulevard**

In order to distinguish the City Center area as unique and attract development, there needs to be a strong landscape character on Avondale Boulevard. The original concept envisioned a row of office buildings lining the street. However this may or may not be feasible depending on the market for office development. There needs to be thought on how to create a distinguished image along Avondale that does not depend on the land uses. It needs to be a destination, not just a corridor to travel through. Additional schemes will be explored.

## **Stormwater Retention**

Given the large amount of stormwater retention required, greater thought needs to be given to how to integrate this into the master plan of streets and land uses. There may need to be extensive landscape features to accommodate stormwater. These could become a distinctive feature of the new plan.

## **Attracting Office Development and Creating a West Valley Employment Center**

Attracting office development to the Avondale City Center may require major incentives such as provision of structured parking, construction of streets, and/or construction of infrastructure such as storm drainage. The best location and partnership opportunity for such a venture needs to be given greater consideration. The City will need to assess its short term and long term financial resources that could be brought to bear. Analysis of the return on the City's investment will be explored, to determine what type of investment is warranted.

## **OTHER CONCEPT PLANS TO CONSIDER**

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The feedback from developers and the community has encouraged the consultant team and City staff to develop additional schemes in addition the Center Street scheme. It is critical to consider a wide range of schemes that address the major issues discussed above. Five alternative schemes will be presented to the City Council at the June 4<sup>th</sup> meeting for further consideration.

## **NEXT STEPS**

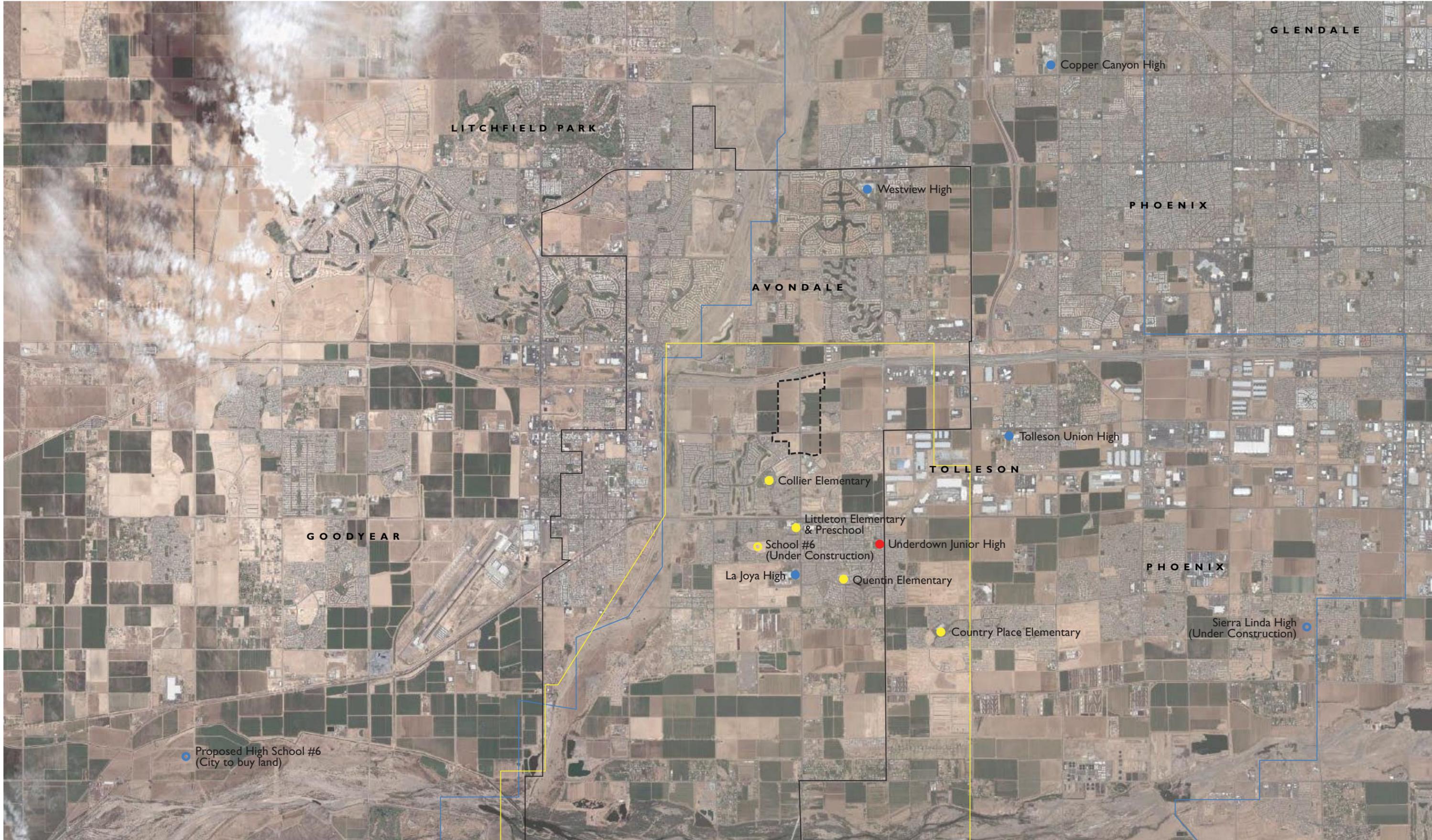
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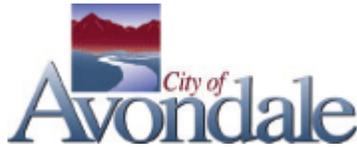
After alternative concept plans are discussed with the City Council on June 4th, they will be evaluated further by City staff and the consultant team. Implementation issues and options will be analyzed, and a final preferred plan will be prepared. The impacts analysis will be completed based on the preferred plan. The consultant team will outline all the key specific plan provisions and development standards using graphics and text. The entire package will be presented to the City Council for review in July or early August. Staff will continue to keep the City Council informed as the work progresses.

- Elementary Schools
- Junior High Schools
- High Schools

- City of Avondale Border
- Littleton Elementary School District No. 65 Boundary
- Tolleson Union High School District No. 214 Boundary

# Avondale City Center Specific Area Plan Public Schools





# CITY COUNCIL AGENDA

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

REGULAR MEETING  
June 4, 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. City Staff will provide Council an update regarding current and pending state legislation. For information, discussion and direction

**3 UNSCHEDULED PUBLIC APPEARANCES**

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

**4 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**

- a. Work Session of May 7 2007
- b. Regular Meeting of May 7 2007
- c. Work Session of May 14 2007
- d. Regular Meeting of May 21 2007

b. **LIQUOR LICENSE - MINI MAX**

The Council will consider a request for a Series 10 Beer & Wine Off Sale liquor license received from Robert Khoshaba for Mini Max Food Store, 705 East Main Street. The Council will take appropriate action.

c. **APPOINTMENT OF JUDGES PRO TEMPORE**

Staff is requesting that the City Council re-appoint eight judges pro tempore to one year terms expiring June 4, 2008. The Council will take appropriate action.

d. **AMENDED AND RESTATED EMPLOYMENT AGREEMENT - CITY MANAGER - CHARLIE MCCLENDON**

City Staff is requesting Council approval of the Amended and Restated Employment Agreement for the City Manager in accordance with the performance evaluation conducted by the Council. The Council will take appropriate action.

e. **LETTER OF AGREEMENT - ARIZONA PUBLIC SERVICE COMPANY - STREET LIGHTING IMPROVEMENTS PROJECT ON INDIAN SCHOOL ROAD FROM OLD LITCHFIELD ROAD TO DYSART ROAD**

Staff is requesting that the City Council approve a Letter of Agreement authorizing Arizona Public Service Company ("APS") to perform work related to the Street Lighting Improvements Project on

Indian School Road from Old Litchfield Road to Dysart Road in an amount not to exceed \$87,234.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. AMENDMENT NO. 2 - DESIGN-BUILD CONTRACT - LANDSCAPES UNLIMITED - FESTIVAL FIELDS PARK**

Staff is requesting that the City Council award Amendment No. 2 to the Design-Build Guaranteed Maximum Price Contract with Landscapes Unlimited, LLC to expand the construction phase 1 of Festival Fields Park at a cost of \$498,687.45 and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

**g. CONSTRUCTION CONTRACT - KIMBRELL ELECTRIC, INC. - TRAFFIC SIGNAL INSTALLATION - AVONDALE BOULEVARD AND WHYMAN AVENUE**

Staff is requesting that the City Council award a construction contract to Kimbrell Electric, Inc. for the installation of a traffic signal at the intersection of Avondale Boulevard and Whyman Avenue in the amount of \$343,100.96 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. RESOLUTION 2655-607 - INTERGOVERNMENTAL AGREEMENT - AK-CHIN INDIAN COMMUNITY**

The Council will consider a resolution authorizing an intergovernmental agreement with the Ak-Chin Indian Community for funds in the amount of \$200,000 to purchase a heavy-duty brush truck. The Council will take appropriate action.

**i. RESOLUTION 2654-607 AUTHORIZING AN APPLICATION TO THE ARIZONA DEPARTMENT OF WATER RESOURCES REQUESTING AN AMENDED DESIGNATION OF OUR EXISTING ASSURED WATER SUPPLY**

The Council will consider a resolution authorizing the City Manager to sign an application to the Arizona Department of Water Resources requesting an amended designation of existing Assured Water Supply and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**5 PUBLIC HEARING - AVONDALE/ENCANTO ANNEXATION**

The Council will hold a public hearing regarding the proposed annexation of eight acres of land generally located at the southwest corner of Avondale Boulevard and Encanto Boulevard. No formal action will be taken.

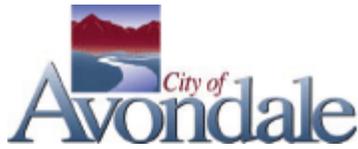
**6 ADJOURNMENT**

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 Legislative Update (June)

**MEETING DATE:**  
June 4, 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 Legislative Program on December 11, 2006. Since that time staff has provided monthly updates to the Council. Staff will continue to seek input from the Council as the Legislative Session continues.

**DISCUSSION:**

**Session Overview**

The Second Regular Session of the 47th Legislature has been in Session for 138 days. To date, 256 bills have passed, 15 bills have been vetoed and the Governor signed 234 measures. Staff has been actively opposing many measures that conflict with Council's directives and supporting others that coincide with Council's positions. One of the most important issues is still unresolved - the state budget and how it may affect the City of Avondale. Some are suggesting that the session could run through the end of June.

**State Budget**

Recently, the Arizona House of Representatives and the state Senate each passed out their versions of a budget and accompanying budget bills. The House budget spends approximately \$91 million less than the Senate budget. The House budget also includes greater tax cuts than the Senate. House Leaders are pushing for \$63 million in tax cuts while the Senate budget calls for a \$7 million tax cut. The budget also differs greatly in teacher salaries and health and welfare spending. There are numerous other issues that are at odds. Because there are conflicting components in each bill, Senate and House Leadership will be working with the Governor over the coming weeks to reconcile the differences.

**Transportation**

One budget issue staff continues to follow closely is transportation funding. Currently, there are two competing Transportation Budget Reconciliation Bills (BRBs), Senate Bill 1097 and House Bill 2793. At the direction of Council, staff has been actively supporting and advocating for a key provision in HB 2793. The proposed statutory change would allow funds from the statewide assessment needs (STAN) account to be used for interest costs associated with accelerating freeways. Additionally, the Legislative provision in SB 1097, which Avondale is supporting, is the Roads to Regional Significance. This provision earmarks \$10 million in STAN funding for arterial roads. Only hyper-growth cities such as Avondale would be eligible for the funds.

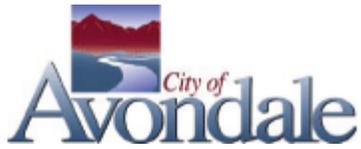
**RECOMENDATION:**

This item is provided for information and direction only.

**ATTACHMENTS:**

**Click to download**

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Approval of Minutes

**MEETING DATE:**  
June 4, 2007

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

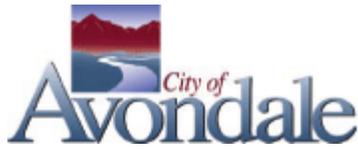
**PURPOSE:**

- a. Work Session of May 7 2007
- b. Regular Meeting of May 7 2007
- c. Work Session of May 14 2007
- d. Regular Meeting of May 21 2007

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Liquor License - Mini Max

**MEETING DATE:**  
June 4, 2007

**TO:** Mayor and Council  
**FROM:** Linda Farris, City Clerk (623)333-1211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council consider a request by Mr. Robert Khosaba for a Series 10 Off-Sale Retailer's license to sell beer and wine at Mini Max Food Store, 705 East Main Street, Avondale.

**BACKGROUND:**

The City Clerk's Office has received an application for a Series 10 Off-Sale Retailer's license to sell beer and wine from Mr. Robert Khosaba, Mini Max Food Store, 705 East Main Street, Avondale, Arizona.

**DISCUSSION:**

This business has existed at this location with a liquor license since 1990. This application is necessary because of a change in ownership. The required fee of \$450.00 has been paid. As required by state law and city ordinance, the application was posted from May 2, 2007 through May 22, 2007 and a notice was published in the West Valley View on May 29, 2007 and June 1, 2007. No comments have been 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 a request by Mr. Robert Khosaba for a Series 10 Off-Sale Retailer's license to sell beer and wine at Mini Max Food Store, 705 East Main Street, Avondale.

**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

## 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 #: 10075403

1. Type of License: #10 2. Total fees attached: \$ \_\_\_\_\_

Department Use Only

**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. Khoshaba Robert DOJAD  
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: minimax inc. 31037188  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: minimax Food store. 3103 7189  
(Exactly as it appears on the exterior of premises)
4. Business Address: 705 E. main st Avondale Maricopa 85328  
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (623) 932 1303 Residence Phone: (602) 763-8604
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 18143 W. Windsong Goodyear AZ 85338  
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>Dm</u>	Date: <u>4-17-07</u>	Lic. # <u>10075403</u>				
Fees: <u>100<sup>00</sup></u>	<u>100<sup>00</sup></u>	<u>58<sup>00</sup></u>	\$ <u>258<sup>00</sup></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:**

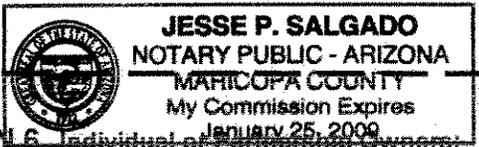
1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 10074061
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, NATHAN KHAMO, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location. (Print full name)

foregoing application X [Signature] State of Arizona County of Maricopa  
 (Signature) The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2007  
 Day Month Year

My commission expires on: Jan 25, 2009 [Signature]  
 (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) Khoshaba Robert

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
<input type="checkbox"/>	Khoshaba	Robert	D.	50%	18143 W. Windsong Goodyear	Az 85338
<input type="checkbox"/>	Fuentes	Felipe	N.	50%	18143 W. Windsong Goodyear	Az 85338
<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.: Minimax inc.  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 07/07/07 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 1343556-0 Date authorized to do business in AZ: 2-13-07
4. AZ L.L.C. File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
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
Khoshaba	Robert	D.	President	18143 W. Windsong Goodyear	Az 85338
Fuentes	Felipe	N.	Vice President	18143 W. Windsong Goodyear	Az 85338

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Residence Address	City State Zip
Khoshaba	Robert	D	50%	18143 W. Windsong Goodyear	Az 85338
Fuentes	Felipe	N	50%	18143 W. Windsong Goodyear	Az 85338

(ATTACH ADDITIONAL SHEET 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 IF NECESSARY)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store:**

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, PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section foregoing questionnaire 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 \_\_\_\_\_, \_\_\_\_\_ Year  
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.

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? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants: SEE AMENDMENT**

1. Distance to nearest school: 2500 ft. Name of school: Avondale Elementary  
(Regardless of distance) Address 235 West Western Avondale Ave 85323
2. Distance to nearest church: 600 ft. Name of church: Temple Getsembli  
(Regardless of distance) Address 591 E Main St. Avondale AZ 85323
3. I am the:  LESSEE  SUBLESSEE  OWNER  PURCHASER (of premises)
4. If the premises is leased give lessors: Name DO N & SOM  
Address 10334 West Campbell Phoenix AZ 85039
- 4a. Monthly rental/lease rate \$ 2972.00 What is the remaining length of the lease? 10 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other NA  
(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) Sale of Groceries, Beers, wine, Gasoline and check cashing.
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 # 10074061 (Exactly as it appears on license) Name NATHAN KHAMO

**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 ~~197~~ MAY 23 LIQ. LIC. # 3 31

- 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? \_\_\_\_\_

**SECTION 13 Questions for all In-state applicants:**

- 1. Distance to nearest school: 2500 ft. Name of school: Bradley Academy  
(Regardless of distance) Address 200 North Dysart Road, Avondale 85323
- 2. Distance to nearest church: 600 ft. Name of church: Avondale Christian Assembly  
(Regardless of distance) Address 531 East Main Street Avenue, Avondale 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? \$ \_\_\_\_\_ 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 \_\_\_\_\_

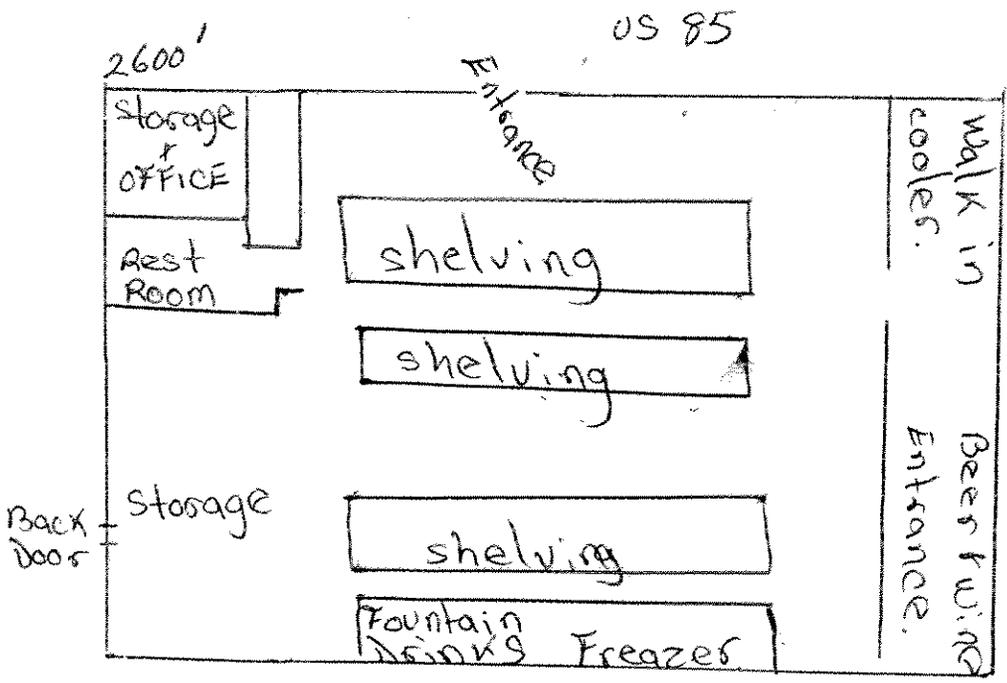
**SECTION 14 Restaurant, or Hotel-Motel Applicants:**

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 #: \_\_\_\_\_  
 \_\_\_\_\_  
 Last First Middle
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 type="checkbox"/> Patio enclosures
<input type="checkbox"/> Service windows	<input type="checkbox"/> Under construction: estimated completion date _____
  2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
  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.
- DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

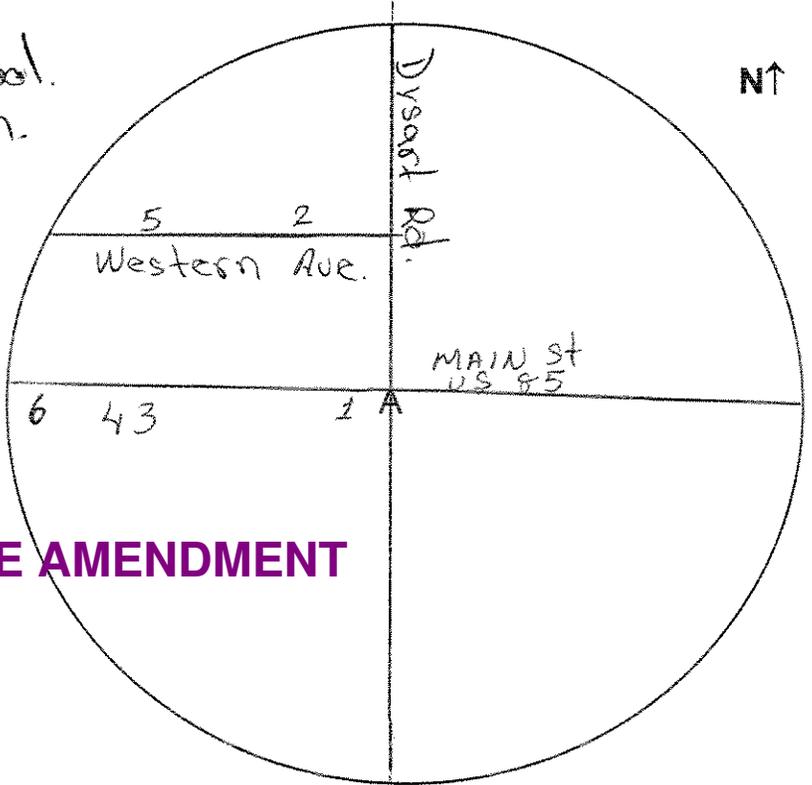


**YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.**

**SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS 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 Gas station
2. Avondale Elementary school.
3. Temple Getemai church.
4. circle K
5. Avondale liquors.
6. Food city
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_



**SEE AMENDMENT**

A = Your business name and identify cross streets.

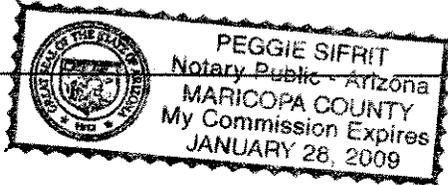
**SECTION 17 Signature Block:**

I, Robert DAVID KLODABA, 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 Az County of Maricopa  
The foregoing instrument was acknowledged before me this  
17th day of April, 2007  
Day Month Year

My commission expires on:



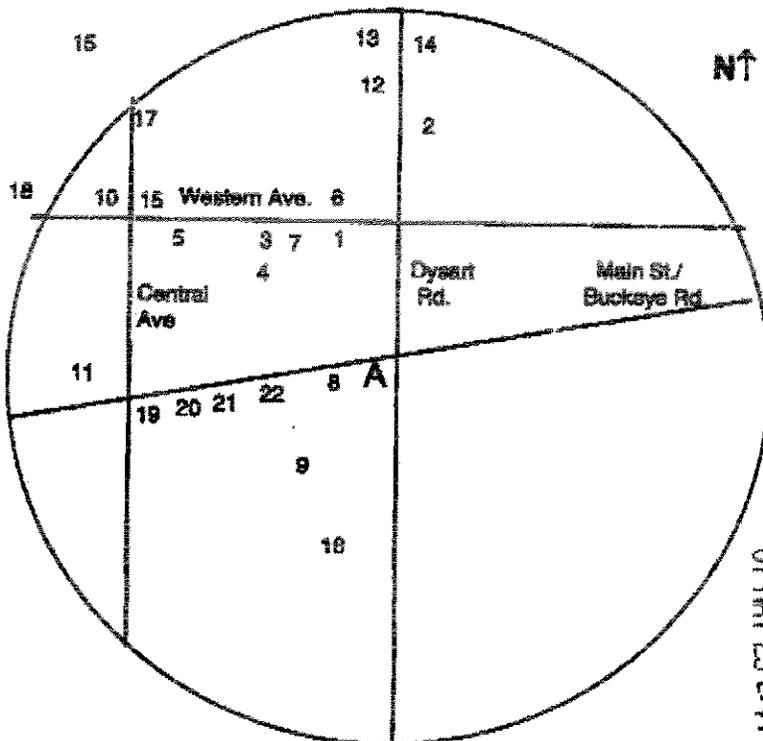
[Signature]  
(Signature of NOTARY PUBLIC)

**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. Harvest Outreach
- 2. American Legion
- 3. Jack's Place
- 4. Iglesia Adventista del Septimo Dia
- 5. Avondale Liquor
- 6. Western Avenue Baptist Church
- 7. Restaurant Seafood Fish Ducks
- 8. JJ Gas
- 9. Bethesda Church
- 10. Community United Methodist Church
- 11. Avondale Elementary
- 12. Bradley Academy
- 13. Agua Fria High School
- 14. Great China
- 15. The Rock

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

**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 \_\_\_\_\_, \_\_\_\_\_  
 Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

**AMENDMENT**

**16. Morning Star Baptist Church**

**17. Iglesia la luz del mundo**

**18. Tropicana**

**19. Circle K**

**20. Temple of Faith**

**21. Food City**

**22. Avondale Christian Assembly**

07 MAY 23 11:41 AM '07

**AMENDMENT**

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

P105 4653

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.

Liquor License #

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)

(If the location is currently licensed)

1. Check appropriate box →  Owner  Partner  Stockholder  Member  Officer  Agent  Other President (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager

Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: KHOSHABA Robert DAUD Date of Birth: [REDACTED]  
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [REDACTED] License # [REDACTED] State: AZ  
(This Will Not Become a Part of Public Records)

4. Place of Birth: KARJOK Inag Height: 510 Weight: 160 Eyes: Brown Hair: Brown  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Residence (Home) Phone: (602) 763-8604

6. Name of Current or Most Recent Spouse: KHOSHABA NAJWA NAJWA 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? AZ If Arizona, date of residency: 8-26-1993

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 763-8604

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: MINI MAX FOOD STORE Premises Phone: (623) 932-1303

11. Licensed Premises Address: 705 E Main St 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)
01-07	CURRENT	SELF EMPLOYED	
05-03	01-07	GLASS BUSSNIS	LOW PRICE AUTO GLASS
05-95	04-03	GRAND STOP	GRAND STOP #2

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	City	State	Zip
01-07	CURRENT		8143 E WINDSONG AVE	Goodyear	AZ	85338
06-04	01-07		6610 PONTA DO SOL WAY	ELK GROVE	CA	95757
04-99	06-04		4413 E VERBENA DR	PHOENIX	AZ	85044

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? 10 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.**

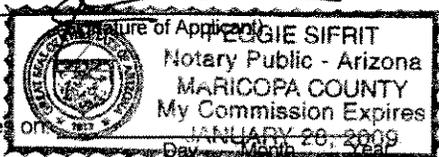
If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

**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, Robert KHOSHABA 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 [Signature]  
My commission expires on \_\_\_\_\_  


State of AZ County of Maricopa  
The foregoing instrument was acknowledged before me this  
17th day of April, 2007  
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**

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)

QUAND STOP #2

3702 W MCDOEWELL RD

PHOENIX, AZ, 85009

LOW PRICE AUTO GLASS

6611 ORANGE AVE

SACRAMENTO, CA, 95823

SELF EMPLOYED

18143 E WINDSONG AVE

GOOD YEAR, AZ, 85338

UNITED STATES OF AMERICA

CITIZENSHIP COMMISSION



NATURALIZATION

No. 25599018

Personal description of holder  
as of date of naturalization:

Date of birth: [REDACTED]

Sex: MALE

Height: 5 feet 10 inches

Marital status: SINGLE

Country of former nationality:  
IRAQ

INS Registration No. [REDACTED]

I certify that the description given is true, and that the photograph affixed  
hereto is a likeness of me,

*[Signature]*  
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General  
at: PHOENIX, AZ

The Attorney General having found that:

ROBERT DAUD KHOSHABA

then residing in the United States, intends to reside in the United States when so  
required by the Naturalization laws of the United States, and had in all other  
respects complied with the applicable provisions of such naturalization laws and was  
admitted to be admitted to citizenship, such person having taken the oath of allegiance  
in a ceremony conducted by the

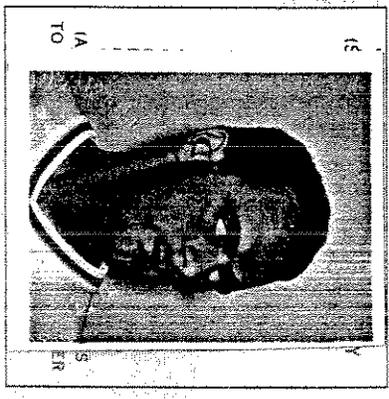
U. S. DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

at: PHOENIX, AZ

on: AUGUST 11TH, 2000

that such person is admitted as a citizen of the United States of America.

*[Signature]*  
Commissioner of Immigration and Naturalization



IT IS PUNISHABLE BY U. S. LAW TO COPY,  
PRINT OR PHOTOGRAPH THIS CERTIFICATE,  
WITHOUT LAWFUL AUTHORITY.

DEPARTMENT OF JUSTICE

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



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

## CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

### ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Robert KhoshABA

Individual Name (Print)

*[Signature]*

Individual Signature

#### TYPE OF TRAINING COMPLETED

**TRAINER MUST CHECK YES OR NO FOR EACH TYPE**

2/17/07

Date Training Completed

YES  NO **BASIC**

YES  NO ON SALE

YES  NO **MANAGEMENT**

YES  NO **OFF SALE**

YES  NO **BOTH**

YES  NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

### ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

RED MOUNTAIN LIQUOR CONSULTANTS

Company or individual Name

6445 E. Princess Dr.

Address

MESA

City

Arizona 85205

State

Zip

480-830-2768

Phone

I Certify the above named individual has successfully completed the specified program(s).

*[Signature]*

Trainer Signature

Larry Elliott

Trainer Name (Print)

2/17/07

Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2). Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.** Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

P1054654

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 #

0074061

(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 checked="" type="checkbox"/> Officer	<input 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: Fuentes Felipe David Date of Birth: [REDACTED]  
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ  
(This Will Not Become a Part of Public Records)

4. Place of Birth: Taleam de Catalun Gussaso Mexico Height: 5.6 Weight: 185 Eyes: Blk Hair: Blk  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Residence (Home) Phone: (602) 295-8000

6. Name of Current or Most Recent Spouse: Adan Minette Nido 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: 02/1989

8. Telephone number to contact you during business hours for any questions regarding this document (602) 295-8000

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: Minimax Food store Premises Phone: (623) 932 1303

11. Licensed Premises Address: 705 E. Main st 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)
02/06	CURRENT	Sales Manager	creative calling cards/OPT
02/02	02/06	Sales	OPT/self employed

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	City	State	Zip
12/06	CURRENT	OWN	18143 W. Wind Song Av. Good year 85338	Good year	AZ	85338
05/06	12/06	OWN	23817 W. La Canada Blvd.	Buckeye	AZ	85396
09/04	05/06	OWN	22080 W. Cantilever St.	Buckeye	AZ	85326
05/91	09/04	OWN	1722 N 32nd way	Phoenix	AZ	85008

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? 10, 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, Felipe D Fuentes, 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 Felipe D Fuentes  
(Signature of Applicant)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 18th day of February, 2007  
Day Month Year

My commission expires on: 23 April 2007  
Day Month Year

Shad Ruy  
(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**

25.1. (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)



creative calling cards/opt. 4229 S. 36<sup>th</sup> place  
OP# /self Employed. Phx Az 85040.

22080 W. cantilever. st.

Buckey Az 85326.

1722 N 32nd way.

Phx Az 85008.

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



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

## CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

### ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Felipe N Fuentes

Individual Name (Print)

X Felipe Nava F.

Individual Signature

TYPE OF TRAINING COMPLETED

**TRAINER MUST CHECK YES OR NO FOR EACH TYPE**

FEBRUARY 17, 2006  
Date Training Completed

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>BASIC</b>      | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO ON SALE         |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>MANAGEMENT</b> | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>OFF SALE</b> |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>BOTH</b>       | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO OTHER           |

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

### ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

RED MOUNTAIN LIQUOR CONSULTANTS

Company or Individual Name

6445 E. Princess Dr.  
Address

MESA  
City

Arizona 85205  
State

480-830-2768  
Zip Phone

I Certify the above named individual has successfully completed the specified program(s).

[Signature]  
Trainer Signature

Larry Elliott  
Trainer Name (Print)

2/17/06  
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).  
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following :  
owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.**  
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.  
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 10074061

Issue Date: 12/11/2000

Expiration Date: 12/31/2007

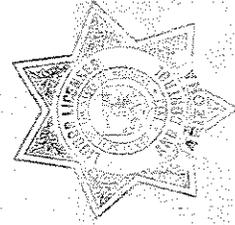
Issued To:  
NATHAN KHAMO, Owner

Location:  
MINI MAX FOOD STORE  
705 E MAIN ST  
AVONDALE, AZ 85323

Beer & Wine Store

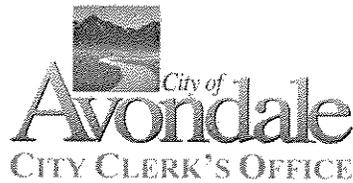
Mailing Address:

NATHAN KHAMO  
MINI MAX FOOD STORE  
17960 W NARRAMO RD  
GOODYEAR, AZ 85338



*Leesa Berens Morrison*  
LEESA BERENS MORRISON  
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES

**ROUTING:**

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

---

**APPLICANT'S NAME:** ROBERT KHOSHABA

**BUSINESS NAME:** MINI MAX FOOD STORE

**ADDRESS:** 705 EAST MAIN STREET

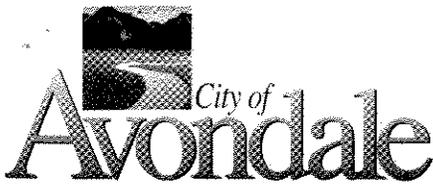
**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85323

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*B. Brown*      5/21/07  
SIGNATURE      DATE  
*Development Service Director*  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 4, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 21, 2007**



## DEVELOPMENT SERVICES

### MEMORANDUM

---

**DATE:** May 18, 2007

**TO:** Linda Farris, City Clerk

**PREPARED BY:** Ken Galica, Planner II (623) 333-4019

**SUBJECT:** Series 10 Liquor License for Minimax  
SWC Dysart Road and Buckeye Road

The site is located at the southwest corner of Dysart Road and Buckeye Road. The building is existing and records indicate that a gas station with convenience mart has operated with a liquor license at this location since at least 1990. This application has been filed due to a change in ownership.

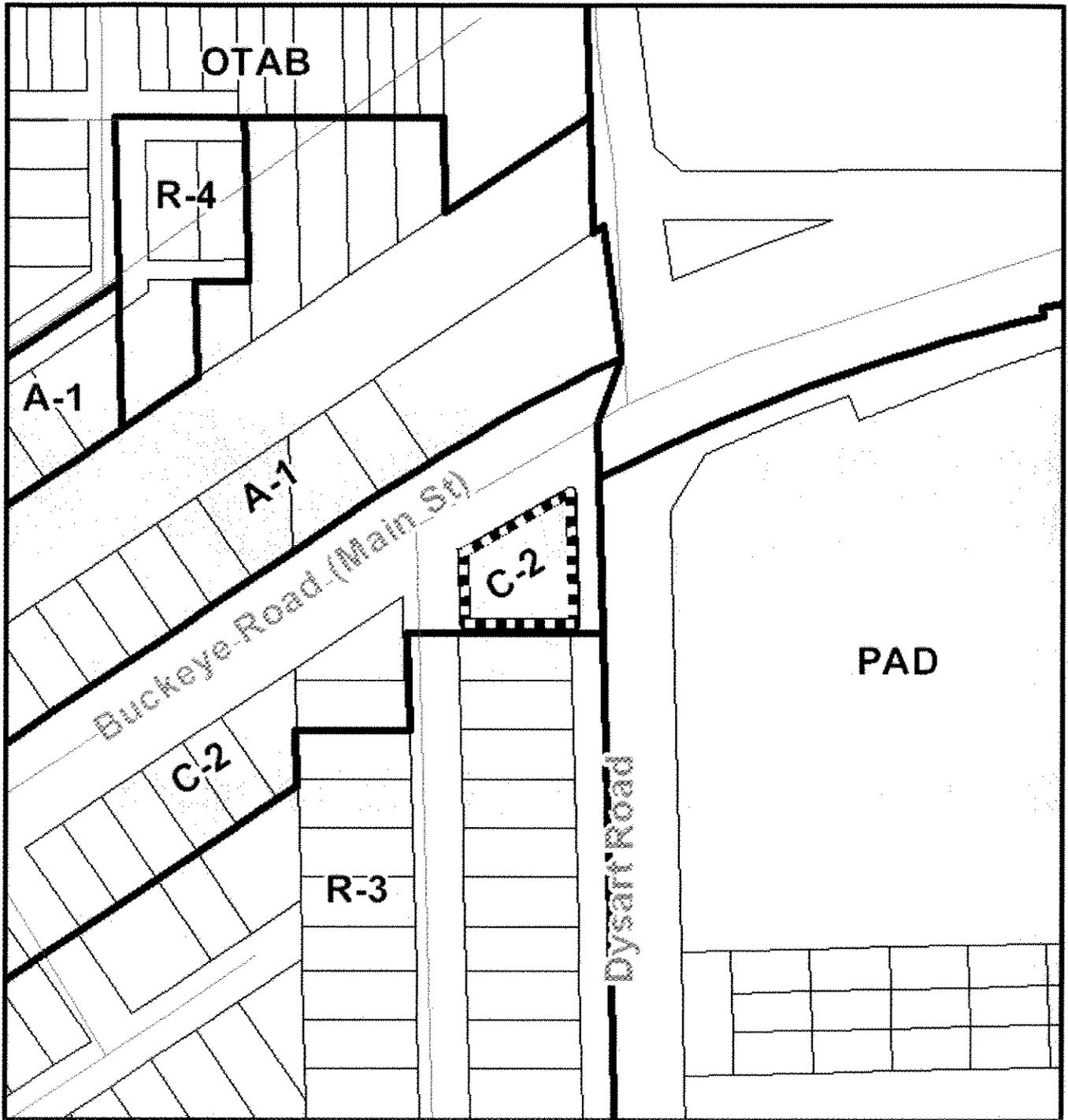
State Statute requires a minimum separation of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as Medium Density Residential, however the site is zoned C-2 (Community Commercial). A gas station with convenience store is permitted in the C-2 zoning district subject to a Conditional Use Permit. Since a gas station/convenience store was established and has operated continuously at this location prior to 1990 when the conditional use permit requirement went into effect, no conditional use permit is required.

Attachment: 2006 Aerial (300 Foot Separation)  
Zoning Vicinity Map

**2006 Aerial Photograph  
Minimax Gas Station and Convenience Store  
300 Foot Separation Requirement**



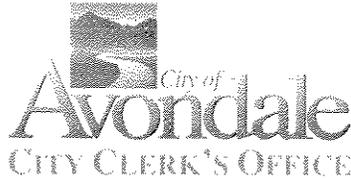


### Zoning Vicinity Map



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

**ROUTING:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

**APPLICANT'S NAME:** ROBERT KHOSHABA 602-763 8604

**BUSINESS NAME:** MINI MAX FOOD STORE

**ADDRESS:** 705 EAST MAIN STREET

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED



**SIGNATURE**

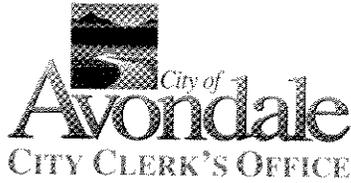
5/24/2007

**DATE**

Assistant Fire Marshal

**TITLE**

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 4, 2007  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 21, 2007**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 10
- EXTENSION OF PREMISES

**ROUTING:**

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

---

**APPLICANT'S NAME:** ROBERT KHOSHABA

**BUSINESS NAME:** MINI MAX FOOD STORE

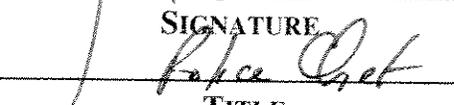
**ADDRESS:** 705 EAST MAIN STREET

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

**DEPARTMENTAL COMMENTS:**

*Calls for service attached*

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

*5/18/07*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 4, 2007**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 11, 2007**

05/30/07  
09:00

CITY OF AVONDALE POLICE DEPARTMENT  
Law Incident Addr. History Report, by Date Reported

301  
Page: 1

Inc. No.	Reported	Nature	Address	Loctn	Dsp
0618523	22:07:38 05/05/06	AGG ASSAULT	705 E MAIN ST, AVONDALE, A	AI95A	CAA
0618524	22:08:00 05/05/06	UNKNOWN TROUBLE	705 E MAIN ST; MINI MAX	FO AI95A	NFA
0626059	01:54:20 06/26/06	DRUGS/NARC ACT	705 E MAIN ST; MINI MAX;AC	AI95A	NFA
0626115	11:17:04 06/26/06	CITIZEN ASSIST	705 E MAIN ST; OUTSIDE, AV	AI95A	NFA
0635178	19:17:03 08/23/06	CITIZEN DISPUTE	705 E MAIN ST, AVONDALE, A	AI95A	NFA
0635323	19:54:11 08/24/06	WANTED PERSON	705 E MAIN ST; MINI MAX	FO AI95A	NFA
0639306	20:04:00 09/17/06	911 HANG UP	705 E MAIN ST; MINI MAX	FO AI95A	NFA
0639544	10:38:30 09/19/06	ANIMAL PROBLEM	705 E MAIN ST, AVONDALE, A	AI95A	NFA
0649080	08:25:15 11/14/06	FORGERY	705 E MAIN ST, AVONDALE, A	AI95A	INA
0719955	12:57:44 04/06/07	TRAFFIC OFFENSE	705 E MAIN ST; MINI MAX	FO AI95A	CAA
0732005	17:35:18 05/28/07	DUI	705 E MAIN ST; MINI MAX, A	AI95A	CAA

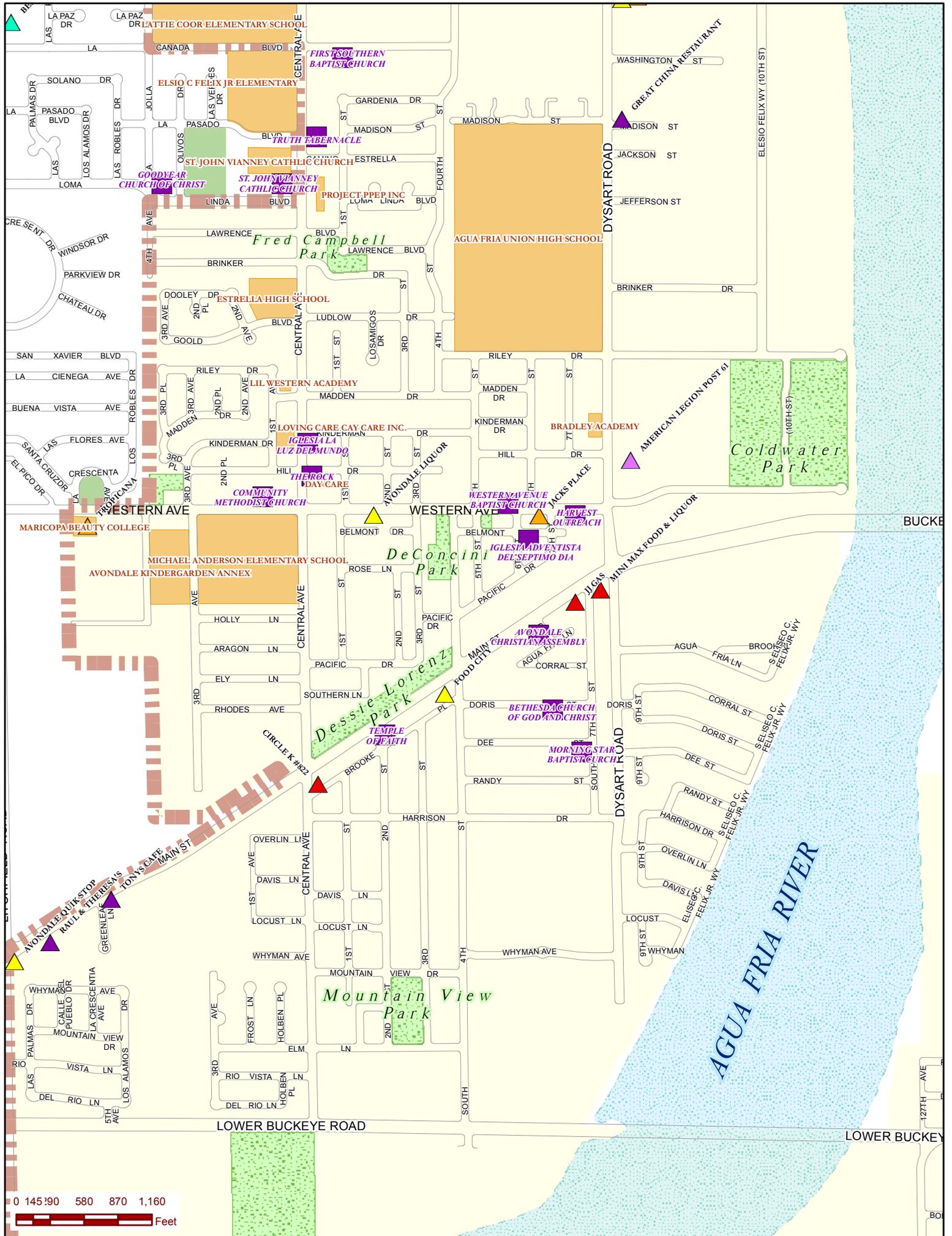
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Total Incidents for This Report: 11  
-----

Report Includes:

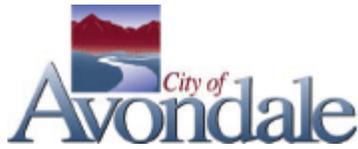
All dates greater than `00:00:00 05/01/06`  
All location codes  
All cities matching `AVONDALE`  
All addresses matching `705 E MAIN\*`  
All agencies matching `AVPD`  
All offenses observed  
All offenses reported  
All offense codes  
All nature of incidents  
All circumstance codes  
-----

\*\*\* End of Report /tmp/rptlyI0qa-rplwiah.r1 \*\*\*

Clearance Code	Clearance Code Uses	Disposition Code	Disposition Code Uses
(1) Field Interview Card	Documents a non-criminal contact with an individual.	(NFA) No Further Action	Non-criminal contact
		(CAA) Cleared Adult Arrest	Only when another jurisdiction warrant arrest is made
		(CJA) Cleared Juvenile Arrest	Only when another jurisdiction warrant arrest is made
(2) Call Canceled	The reporting person or other responsible person contacts dispatch prior to officer arrival and indicates that service is no longer needed.	(NFA) No Further Action	Only use
(3) Unable to Locate	The responding officer(s) cannot find the basis for the original call.	(NFA) No Further Action	Only use
(4) Agency Assist / Call Transferred	Aid is provided to another agency or department or the original call is transferred to another agency or department for disposition.	(NFA) No Further Action	Only use
(5) Detail Complete - Non Criminal	The call is discovered to be a non-criminal matter.	(NFA) No Further Action	Only use
(6) Offense Report	Documents any criminal incident or any matter that requires additional information be documented.	(NFA) No Further Action	Only when an informational report is taken
		(ACT) Active	Incidents that require follow up information.
		(INA) Inactive	Incidents that do not require any follow up information.
		(CAA) Cleared Adult Arrest	Incidents in which an adult is arrested for committing the crime.
		(CJA) Cleared Juvenile Arrest	Incidents in which a juvenile is arrested for committing the crime.
		(CEA) Cleared Exceptional Adult	Incidents in which all leads have been exhausted and everything possible has been done to clear the case but for some reason the adult will not be arrested, charged, and prosecuted.
		(CEJ) Cleared Exceptional Juvenile	Incidents in which all leads have been exhausted and everything possible has been done to clear the case but for some reason the juvenile will not be arrested, charged, and prosecuted.
(UNF) Unfounded	Through investigation it is discovered that no offenses occurred nor were attempted.		
(7) Supplemental Report	Report documenting additional information to an original offense or informational report.	(NFA) No Further Action	Only use. The supplemental report and any changes to the disposition code will be documented on the original incident.
(8) Accident	Documents any vehicle collision.	(ACT) Active	Collisions that require follow-up information to be obtained.
		(INA) Inactive	Collisions that do not require any follow up information.
		(CAA) Cleared Adult Arrest	Collisions where an involved adult was arrested.
		(CJA) Cleared Juvenile Arrest	Collisions where an involved juvenile was arrested.
(9) False Alarm	Once an alarm call is found to be invalid.	(NFA) No Further Action	Only use
(10) Citation / Warning	A criminal or civil citation or warning is issued.	(NFA) No Further Action	Civil citation or warning
		(CAA) Cleared Adult Arrest	Criminal citation only
		(CJA) Cleared Juvenile Arrest	Criminal citation only



0 145 290 580 870 1,160  
 Feet



# CITY COUNCIL REPORT

**SUBJECT:**  
Appointment of Judges pro tempore

**MEETING DATE:**  
June 4, 2007

**TO:** Mayor and Council  
**FROM:** Abril Ruiz-Ortega, Court Administrator (623)3335822  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council re-appoint eight judges pro tempore to one year terms expiring June 4, 2008.

**BACKGROUND:**

Avondale City Code section 5-1(f) gives the City Council the authority to appoint judges pro tempore. During its June 5, 2006 meeting, the City Council appointed pro tem judges to serve one year terms to fill in during the absence of the City Judge. Their terms expire on June 5, 2007.

**DISCUSSION:**

Judge Lynch is recommending the Council re-appoint the following to an additional one-year term through June 4, 2008:

Hon. N. Bruce Randall  
Hon. Alicia Lawler  
Hon. Casey Newcomb  
Hon. Larry Cronin  
Hon. William Molner  
Hon. Craig Ring  
Hon. E. Evans Farnsworth  
Hon. Joanne Landfair

The panel of qualified judges authorized to serve in Avondale fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tem judges also fill in during the City Judge's scheduled vacation leave and sick leave.

The Judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f); all have extensive judicial experience in the courts of limited jurisdiction and all have completed the application, interview and selection process conducted with the help of the Avondale Human Resources department.

**BUDGETARY IMPACT:**

Judges pro tempore are compensated at an hourly rate of \$50.00 per hour. This rate is competitive with other West Valley courts. Funding for the pro tem judges is provided in the Court operating budget in the Professional Services account.

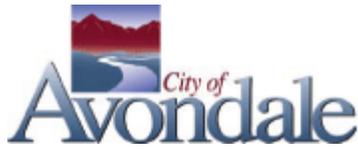
**RECOMENDATION:**

It is recommended that the City Council re-appoint the existing pro tempore judges listed above to one-year terms expiring on June 4, 2008.

## **ATTACHMENTS:**

**Click to download**

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Amended and Restated Employment Agreement - City Manager -Charlie McClendon

**MEETING DATE:**

June 4, 2007

**TO:** Mayor and Council

**FROM:** Andrew McGuire, City Attorney (602)257-7664

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this agenda item is to request Council approval of the Amended and Restated Employment Agreement for the City Manager (the "Amended Agreement") in accordance with the performance evaluation conducted by the Council in executive session on May 7 2007. As no consensus may be reached in executive session, the Amended Agreement is presented for your approval as part of the public agenda.

**RECOMENDATION:**

Staff recommends City Council approval of the Amended and Restated Employment Agreement and approval of the recommended directives as discussed in the May 7, 2007, Council executive session.

**ATTACHMENTS:**

Click to download

 [EA](#)

**AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into June 4, 2007, by and between the City of Avondale, an Arizona municipal corporation (the "City") and Charles P. McClendon ("McClendon").

**RECITALS**

A. The City desires to employ McClendon as City Manager of the City, as provided by the City Charter of the City of Avondale (the "Charter").

B. It is the desire of the Council of the City of Avondale (the "City Council") to provide certain benefits, to establish certain conditions of employment and to set working conditions for McClendon.

C. McClendon desires to accept employment as City Manager of the City.

D. The parties acknowledge that McClendon is a member of the International City/County Management Association ("ICMA") and that McClendon is subject to the ICMA Code of Ethics.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the City and McClendon hereby agree as follows:

1. Duties. McClendon shall perform the functions and duties specified for the City Manager in the Charter and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated by either the City or McClendon as set forth below. During the term of this Agreement McClendon shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business except that of the position of the City Manager.

3. Termination. This Agreement may be terminated by the City with or without cause at any time, subject only to the severance provisions set forth in Subsection 3(b) below. McClendon may terminate this Agreement at any time, with or without cause, upon not less than 30 days written notice to the City Council.

a. Severance With Cause. If the City Council terminates this Agreement with cause, no severance pay will be paid to McClendon. For the purposes of this Agreement, "with cause" shall mean that the City Council, at a duly posted public meeting, has determined

that McClendon has (i) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the City Council at a duly posted public meeting, (ii) been incarcerated and charged with a felony as defined in Arizona Revised Statutes (the City Council may choose to suspend McClendon with pay during the pendency of any such prosecution), (iii) either in his personal or professional capacity, severely damaged the reputation of the City or the City Council or otherwise substantially impaired the City's ability to maintain or attract businesses, (iv) materially failed to perform a significant portion of his duties as the City Manager as set forth in this Agreement or (v) caused or allowed any practice, activity, decision or organizational circumstance which is either illegal, immoral, imprudent or in violation of the ICMA Code of Ethics.

b. Severance Without Cause. In the event the City Council terminates this Agreement without cause, McClendon shall be entitled to severance pay in an amount equal to six months of his annual base salary at the time of such termination. Beginning after McClendon's fifth year of consecutive employment with the City, such severance amount shall be increased by one month for each completed year of service to the City, up to a maximum of twelve months. Payment of any such severance shall be contingent upon (i) McClendon providing the City with a standard release agreement which releases all claims McClendon may have against the City relating to his employment and (ii) McClendon making himself reasonably available as needed by the City for consulting purposes for a period of time equal to the number of months of severance paid.

c. Voluntary Resignation. In the event McClendon voluntarily terminates this Agreement in accordance with Section 3 above, he shall not be entitled to severance pay.

4. Suspension. If the City Council has made a determination that "for cause" termination is appropriate as set forth in Section 4 above, the City Council may, in its sole discretion, as an alternative to termination, suspend McClendon with or without pay for a period of up to 30 days.

5. Disability. If McClendon is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued sick leave, the City shall have the option to terminate this Agreement; provided, the City shall pay the full amount of severance pay set forth in Section 5 above.

6. Compensation.

a. Salary. The City agrees to pay McClendon a base salary of \$175,032.00 for fiscal year 2007-08 for his services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the City are paid. The City may adjust McClendon's base salary annually thereafter, such approval to be included as part of the City Council's adoption of the City's annual budget. The City shall adjust McClendon's other benefits, except for the deferred compensation contribution set forth in Section 14 below, in such amounts as are generally provided other City employees.

b. Disability, Health and Life Insurance. The City agrees to provide life, accident, sickness, disability income benefits, major medical, hospitalization, surgical and comprehensive medical insurance in the same manner and at the same benefit level as is generally provided to all the City employees.

c. Retirement and Deferred Compensation. McClendon is presently enrolled in the Arizona State Retirement system and shall continue to receive the same benefits and make the same contributions as other enrolled members. In addition to any amounts contributed by McClendon, the City shall contribute an amount equal to the maximum annual amount that McClendon may be entitled to contribute into his existing ICMA-RC 457 plan account (any catch-up amounts permitted by the plan shall be made separately by McClendon). Such contributions shall be in 26 equal bi-monthly installments. The City further agrees to transfer ownership of McClendon's ICMA-RC 457 plan to any succeeding employer in the event of McClendon's termination from the City, for any reason.

d. Cellular Telephone Stipend. In the event the City Council adopts a policy allowing for a monthly stipend for cellular telephones for any City employee, the City shall pay McClendon a monthly amount for a cellular telephone consistent with other management employees of the City and according to the City's then-current policy.

e. Automobile Stipend. The City shall pay McClendon \$600 per month as an automobile stipend.

f. Vacation, Sick and Military Leave. McClendon shall carry over all accrued and unused vacation and sick leave earned during his tenure as Assistant City Manager for the City. McClendon shall accrue (a) vacation hours at the rate of 160 hours per year, with 80 hours being eligible for carry over from fiscal year to fiscal year; provided, that not more than 240 hours may be accumulated at any time and (b) sick leave at the same rate as granted other employees. McClendon shall be entitled to military reserve leave time pursuant to state law and the City policy. McClendon shall be compensated for unused vacation and sick leave upon termination according to the provisions of the City's then-current personnel rules relating thereto.

7. Performance Evaluation. The City Council shall annually review and evaluate McClendon's performance as far in advance of the adoption of the annual operating budget as practicable, but not later than April 30. McClendon's review and evaluation shall be based upon the following: (a) success at fulfilling the reasonably achievable goals and performance objectives set forth by the City Council in its annual goal-setting retreat; (b) personnel management, including overall management style and ability to lead and direct staff and ability to supervise department heads, but specifically excluding any evaluation of McClendon's hiring and firing decisions with respect to individual staff members; (c) obtainment of additional, reasonably achievable policy objectives and goals as set forth by a majority of the City Council at a public meeting; provided, however, that such goals and objectives are generally obtainable within the time allowed and within the limitations of the annual budget; and (d) professionalism, including manner of addressing the City Council, preparation of Council agendas and supporting material and preparation and management of the annual budget.

8. Hours of Work. The City Council recognizes that McClendon is a salaried employee and must devote a great deal of time beyond the normal office hours to business of the City and, to that end, McClendon will be allowed to take reasonable time off as he shall deem appropriate during said normal office hours.

9. Dues and Subscriptions. The City agrees to budget for and to pay for McClendon's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state and local associations and organizations of which he is currently a member or expected to be a member because of his position as City Manager, and for other necessary and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the City, as the City Council deems appropriate.

10. Professional Development.

a. Professional Associations. The City hereby agrees to budget for and to pay for McClendon's travel expenses of professional and official travel, meetings, and occasions it deems necessary to continue his professional development and to adequately pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the League of Arizona Cities and Towns, and such other national, regional, state, and local governmental groups and committees thereof on which McClendon serves as a member.

b. Continuing Education. The City also agrees to budget for and to pay for McClendon's travel expenses for short courses, institutes and seminars that it deems necessary for his professional development and for the good of the City.

11. General Expenses. The City (a) recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by McClendon, (b) agrees to reimburse or to pay said general expenses and (c) authorizes the Financial Services Director or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

12. Civic Club Membership. The City recognizes the desirability of representation in and before local civic and other organizations, and McClendon is authorized to become a member of such civic clubs or organizations the City Council deems necessary and for which the City shall pay all expenses. McClendon shall report to the City on each membership that he has taken out at the City's expense.

13. Indemnification. In addition to that required under state and local law, the City shall defend, save harmless, and indemnify McClendon from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of McClendon's duties as prescribed by the Charter or separate directions of the City Council.

14. Bonding. The City shall bear the full cost of any fidelity or other bonds required of McClendon under any law or ordinance.

15. No Reduction of Benefits. The City shall not, at any time during the term of this Agreement, reduce McClendon's salary, compensation or other financial benefits.

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

If to the City:                   City of Avondale  
11465 West Civic Center Drive, Suite 220  
Avondale, Arizona 85323-6809  
Attn: Mayor

With copy to:                   GUST ROSENFELD, P.L.C.  
201 E. Washington, Suite 800  
Phoenix, Arizona 85004-2327  
Attn: Andrew J. McGuire, Esq.

If to McClendon:               Charles P. McClendon  
10350 West McDowell Road, #3188  
Avondale, Arizona 85323

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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or McClendon of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

18. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

19. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

20. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

21. Time of the Essence. Time is of the essence in this Agreement.

22. Assignment. This Agreement may not be assigned, in whole or in part.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

24. Amendment. No amendment or waiver of any provision in this Agreement will be binding (a) on the City unless and until it has been approved by the City Council and has become effective or (b) on McClendon unless and until it has been executed by McClendon or his authorized representative.

25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

26. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

27. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The City and its City Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

28. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

**“McClendon”**

**“City”**

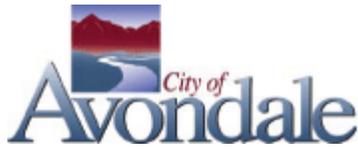
CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk



# CITY COUNCIL REPORT

**SUBJECT:**

Letter of Agreement - Arizona Public Service Company -  
Street Lighting Improvements Project on Indian School  
Road from Old Litchfield Road to Dysart Road

**MEETING DATE:**

June 4, 2007

**TO:** Mayor and Council

**FROM:** David Fitzhugh, P.E., Interim City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Letter of Agreement authorizing Arizona Public Service Company ("APS") to perform work related to the Street Lighting Improvements Project on Indian School Road from Old Litchfield Road to Dysart Road, in an amount, not to exceed, \$87,234.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Indian School Road, from Old Litchfield Road to Dysart Road, is a two-lane curbed roadway that was constructed in 1969 and is maintained and operated by Maricopa County. The existing two-lane roadway is not sufficient to handle the increased traffic resulting from development in the area.

The County recently awarded a contract to construct approximately 1.13 miles of roadway improvements to Indian School By-pass widening it to a 5-lane minor arterial with bike lanes sidewalks, and streetlights as agreed in the City's IGA with the county. There is a portion of the street light work that must be completed by Arizona Public Service (APS) and paid for by the City.

**DISCUSSION:**

On March 5, 2007, the City of Avondale and Maricopa County entered into an Intergovernmental Agreement (IGA) to include street lights in their Indian School By-pass street improvement project. The scope of the work included poles, trenching, conduit and lamps but excluded work specifically and solely performed by APS.

This work includes the purchase and installation of transformers, electrical conductor, installation of street lights on existing 69kV overhead power poles, and connection of the system to the main power source.

The City recently received a letter agreement from APS outlining the costs and responsibilities of APS and the City in relation to the Project (attached). Staff has reviewed the letter agreement and has found the proposed costs and responsibilities of APS and the City to be acceptable. Upon completion of said work, the City shall pay APS an amount not to exceed \$87,234.00.

**BUDGETARY IMPACT:**

Funding for this project in the amount of \$87,234.00 is available in FY07-08 Street Fund Line Item No. 304-1130-00-8420, Street Lighting Improvements Project, Indian School Road.

**RECOMENDATION:**

Staff recommends that the City Council approve a Letter of Agreement authorizing Arizona Public Service Company ("APS") to perform work relating to the Street Lighting Improvements Project on Indian School Road from Old Litchfield Road to Dysart Road, in an amount, not to exceed, \$87,234.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

 [APS Letter of Agreement](#)



A subsidiary of Pinnacle West Capital Corporation

Ron Gandara  
Governmental Liaison  
Project Management

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

Mail Station 3162  
P.O. Box 53933  
Phoenix, Arizona 85072-3933

April 27, 2007

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

**PROJECT: City of Avondale – Street Light Project**  
**SUBJECT: Indian School Rd. – Dysart Rd. to Old Litchfield Rd.**

Dear Mr. Fitzhugh,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **W340079** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of Avondale ("City").

- 1) **To be provided by the City of Avondale / MCDOT Contractor**
  - a) All trench material and trench related work including, but not limited to, trenching, spoils, removal, backfill material and compaction per APS Transmission and Distribution Construction Standards manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the City of Avondale / MCDOT contractor and City of Avondale / MCDOT crews.
  - b) All conduit, conduit related material, work associated with the conduit, including but not limited to; 1", 2", 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.
  - c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.
  - d) Where duct banks are required: Labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.
  - e) Labor to install APS provided manholes, pull boxes, j-boxes, box pads and ground rods (or alternate grounding material).
  - f) All conduit shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT**

W340079

I of 3

**ARIZONA PUBLIC SERVICE COMPANY**

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- e) City of Avondale / MCDOT Contractor is to provide Construction Centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.
- 2) **To be provided by Arizona Public Service Co. and installed by the City of Avondale Contractor**
- a) All ground rods (or alternate grounding material), pull boxes, pull line, transformer pads, pull boxes, switching cabinet box pad, and electronic markers.
  - b) Street light junction boxes.
- 3) **To be provided and installed by Arizona Public Service Company**
- a) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. Call 602-371-7110 a minimum of 72 hours prior to needing inspection.
  - b) APS Transmission and Distribution Construction specifications as related to the project.
  - c) All trench, bell holes and backfill as required to splice APS cables from the point at which the City of Avondale / MCDOT contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City's / MCDOT contractor).
  - d) APS will connect to the City of Avondale / MCDOT contractor's conduit after the system has been mandrilled and accepted.
  - e) All conduit and sweeps, as required, from the point at which the City of Avondale / MCDOT contractor's conduit ended, to the existing energized electrical equipment.
  - g) Horizontal survey of all APS facilities. Call 602-371-6945 five- (5) working days prior to needing the staking of the trenches.
- 5) The City of Avondale / MCDOT have elected to have their contractor install all of the base mounted street lights including but not limited to; foundations, poles, mast arms and luminaires. APS will provide and install all street light secondary cable, fuses, and terminations for the project's streetlights. APS will provide and install 15 amp fuses in the street light junction boxes. The City of Avondale / MCDOT contractor will be required to provide a set of 10 amp in-line fuses in each hand hole of the new street light poles.
- 7) APS will install a total of 14 street lights including but not limited to; secondary transitions (to feed lights) mast arms, luminaries and shields on existing distribution poles (north side of Indian School Rd). The street light cost for installation of the 14 streetlights will be based on the current street lighting agreement between the City of Avondale and APS. The City shall reimburse APS **\$24,569.00** for this installation of these 14 street lights.
- 8) APS will install two transformers and primary extensions to provide feed for new street light system. The City shall reimburse APS **\$19,873.00** for primary extension and two transformers for power source.

W340079

2 of 3

**ARIZONA PUBLIC SERVICE COMPANY**

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- 9) APS will install C2.5" conduit for City of Avondale as part of a Joint Trench agreement and Western Underground Formula for joint trench applications in accordance with APS job #W326939 . The City shall reimburse APS **\$42,792.00** for their portion of the joint trench.
- 11) The City of Avondale / MCDOT have elected to have their contractor install the remainder of the conduit system (outside of the joint trenching being done on APS job #W326939) as it relates to the street lights.
- 12) The project cost breakdown is as follows:

Install 14 street light on exist. Dist. poles	\$24,569.00
Install 2 transformers & primary extension for street lighting system	\$19,873.00
Joint trench cost for C2.5" installed on APS Job #W326939	<u>\$42,792.00</u>
<b>Total City of Avondale Cost</b>	<b>\$87,234.00</b>

The City of Avondale shall pay APS **\$87,234.00** for all work performed by APS as required by this project.

Please sign one of the two enclosed copies of this letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-371-7546.

Sincerely,

Ron Gandara  
Governmental Liaison  
Underground Construction

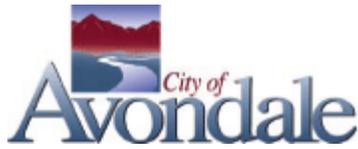
Encl.

**The City of Avondale agrees to reimburse APS the amount of \$87,234.00 for all the work APS performed in association with the City's project.**

**Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007, on behalf of the City of Avondale.**

**By:** \_\_\_\_\_

Its \_\_\_\_\_



# CITY COUNCIL REPORT

**SUBJECT:**

Amendment No. 2 - Design-Build Contract - Landscapes Unlimited - Festival Fields Park

**MEETING DATE:**

June 4, 2007

**TO:** Mayor and Council

**FROM:** Daniel Davis, Director of Parks, Recreation and Libraries (623)333-2411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award Amendment No. 2 to the Design-Build Guaranteed Maximum Price Contract with Landscapes Unlimited, LLC to expand the construction phase 1 of Festival Fields Park at a cost of \$498,687.45 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**BACKGROUND:**

Council awarded a Design-Build contract to Landscapes Unlimited, LLC on November 21, 2005 for preconstruction services relating to the new community park located along Lower Buckeye Road, near Central Avenue, including master-planning and design services.

On April 24, 2006 Council approved the 1st Amendment to the Design-Build Contract in the amount of \$4,055,880 for the first phase of the park construction. Phase 1 includes a lighted four (4) diamond softball complex, restroom building, lighted multi-purpose festival area, 296 parking spaces, entry roadway, sidewalks, infrastructure for water, sewer, and irrigation, site lighting, and landscape.

**DISCUSSION:**

Phase 1 of the project is nearing completion. There were a variety of work items that needed to be added and could not be anticipated in the original project scope. Staff requested that Landscapes Unlimited perform additional work outside the Scope of Work approved in the original GMP for unforeseen conditions encountered during construction. The additional work totaled the amount of \$519,758.54. Landscape Unlimited submitted sixteen (16) Change Order Requests (COR) listed in the attached table.

**BUDGETARY IMPACT:**

Funding for this work is budgeted in the Park CIP fund account # 310.

**RECOMENDATION:**

Staff recommends that the City Council approve Amendment No. 2 to the Design-Build Guaranteed Maximum Price Contract with Landscapes Unlimited, LLC to expand the construction of phase 1 of Festival Fields Park at a cost of \$498,687.45 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:**

Click to download

[Change Order Requests](#)

[Landscapes 2nd amendment](#)

**DESIGN BUILD CONTRACT FOR FESTIVAL FIELDS  
CHANGE ORDER REQUESTS**

<b>COR No.</b>	<b>Description</b>	<b>Amount</b>
1	Clear & Grub – increase in the limits of construction	\$5,419.02
2	Debris removal- unforeseen debris removal of concrete, asphalt and metal	\$53,236.66
3	Additional Mass Earthwork – increase in limits of construction for drainage	\$79,568.48
4	Added Rip Rap Drainage Swales	\$11,401.27
5	ADA requirements	\$2,012.51
6	Added power electrical pedestal for festival area	\$91,847.21
7	Expanded primary electric due to APS re-design	\$43,014.51
8	Additional valley gutters and aprons	\$9,892.53
9	Sod for ball field	\$111,554.62
10	Added 8” Ductile Iron Pipe for Irrigation	\$2,314.85
11	Added Ductile Iron Sewer pipe Main Roadway adjustment	\$16,535.53
12	Added Ductile Iron Sewer Pipe per city engineer	\$15,466.97
13	Sewer excavation and concrete capping	\$5,409.98
14	Ram material testing	\$18,548.50
15	Re-location of MOSC fence	\$5,329.60
16	Design/Engineering of 8” irrigation line from Mountain View park	\$27,135.21
<b>Total</b>		<b>\$498,687.45</b>

**SECOND AMENDMENT  
TO DESIGN-BUILD AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
LANDSCAPES UNLIMITED OF NEBRASKA, L.L.C.**

THIS SECOND AMENDMENT TO DESIGN-BUILD AGREEMENT (this "Second Amendment") is made as of June 4, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") Landscapes Unlimited, L.L.C., a Nebraska limited liability company, d/b/a Landscapes Unlimited of Nebraska, L.L.C. (the "Contractor").

RECITALS

A. The City and the Contractor entered into that certain Design-Build Agreement, dated November 21, 2005 (the "Original Agreement"), for the purpose of designing and constructing the City's new Lower Buckeye Park (hereinafter referred to as "Festival Fields") and the City's new Pendergast Park (collectively, Festival Fields and the Pendergast Park are referred to as the "Project").

B. The Original Agreement was amended once (the "First Amendment") on April 24, 2006, to establish the GMP and the date of substantial completion for the Project. The Original Agreement and the First Amendment are collectively referred to herein as the "Agreement." All capitalized terms used in this Second Amendment shall have the meanings set forth in the Agreement, unless specifically defined otherwise in this Second Amendment.

C. The City and the Contractor desire to further amend the Agreement to approve certain change orders related to additional work performed in conjunction with construction of the Project, resulting in an increase to the GMP and the date of substantial completion for the construction phase of the Festival Fields portion of the Project.

AGREEMENT

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

1. The increase to the GMP, in the amount of \$498,687.45 is hereby approved. The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 of the Agreement and the Construction Phase Fee as set forth in subsection 7.2(A) of the Agreement and including the increase approved above, but specifically excluding the Pre-Construction Phase Fee set forth in subsection 7.1(B) of the Agreement, is hereby agreed to be \$4,554,567.45. The GMP is the total compensation from the City to the Contractor for its fee and for the performance of the Work in accordance with Contract Documents set forth in the Agreement and pursuant to the change order requests and supporting documentation set forth on Exhibit 1, attached hereto and incorporated herein by reference:

2. The adjusted date of Substantial Completion of the Work is April 5, 2007.

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

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

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

**“Contractor”**

LANDSCAPES UNLIMITED, L.L.C., a  
a Nebraska company d/b/a Landscapes  
Unlimited of Nebraska, L.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(ACKNOWLEDGMENTS)

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 \_\_\_\_\_, the \_\_\_\_\_ of LANDSCAPES  
UNLIMITED, L.L.C., a Nebraska limited liability company d/b/a Landscapes Unlimited of  
Nebraska, L.L.C., on behalf of the company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT 1  
TO  
SECOND AMENDMENT TO  
DESIGN-BUILD AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
LANDSCAPES UNLIMITED OF NEBRASKA, L.L.C.**

[Change Order Supporting Documentation]

See following pages.



**LANDSCAPES  
UNLIMITED, LLC**  
RECREATIONAL DEVELOPMENT GROUP

8145 E. Evans Road STE A-07  
Scottsdale, AZ 85264  
PH. (480) 948-4500  
Fax (480) 948-4511

Date: 02.22.07  
To: City of Avondale  
Community Recreation Services Department  
Project: FESTIVAL FIELDS  
LU Job # - 720  
Attention: Dan Davis – Director

Dan,

As related during our phone conversation on 02.20.07 and in progress meetings thereafter, the construction schedule for park development has been impacted by rain events. Following is a list of dates where work was ceased due to inclement weather.

- 07.25.06
- 07.26.06
- 07.27.06
- 08.11.06
- 08.14.06
- 08.15.06
- 08.17.06
- 08.18.06
- 08.21.06
- 09.05.06
- 09.06.06
- 01.31.07
- 02.07.07
- 02.19.07
- 02.20.07

As of today, our rain-day total is fifteen (15). I will send an updated letter if/when we experience additional delays due to weather. If there are any discrepancies due to this letter, please do not hesitate to contact me.

Thank you,

Ryan Welch  
Project Manager

Cc: File



**Landscapes Unlimited, LLC**

8145 E. Evans Road, Suite A-07 - Scottsdale, AZ 85260  
(480) 948-4500 • FAX: (480) 948-4511  
www.landscapesunlimited.com

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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#1 – Clear & Grub

The costs associated with the above referenced request are: **\$ 5,419.02**

This request represents the difference between the Limits of Construction as described in Exhibit 6 of the First Amendment to Design-Build Agreement between the City of Avondale and Landscapes Unlimited, LLC, dated 04.24.06 and those shown on the approved Construction Documents dated 10.06.06.

This work will require a contract extension of (4) four Working Days. The revised substantial completion date is December 29, 2006.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

UNLIMITED  
*Capabilities*

GOLF | RECREATION | SPORTS | LEISURE | IRRIGATION | LANDSCAPING | HARDSCAPES

ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21





**Landscapes Unlimited, LLC**

8145 E. Evans Road, Suite A-07 • Scottsdale, AZ 85260  
(480) 948-4500 • FAX (480) 948-4511  
www.landscapesunlimited.com

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December 12, 2006 (Revised 02.17.07)

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#2 – Debris Removal

The costs associated with the above referenced request are: **\$ 53,236.66**

This request represents an unforeseen site condition discovered as part of the Mass Excavation and overall grading of onsite drainage requirements. The possibility of onsite debris was addressed initially in the preliminary contractor selection process, and discussed at length throughout design & development. Thorough geotechnical research (including in excess of 100 test excavations) was done prior to construction, alerting LU of moderate presence, thus driving our budgeting process. At that time acknowledging the fact that this site was an abandoned dumping area, the Design-Build team decided it best to carry a modest budget in the hopes that "Pandora's Box" would be avoided. As an unquantifiable item, the City agreed to pay any escalations to this item as a Change Order.

This work will require a contract extension of (10) ten Working Days. The revised substantial completion date is January 15, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

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ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Mobilization/Demobilization</b>										
<b>Demolition/Clearing and Grubbing</b>										
Debris Removal - Dave's Construction Invoice	1.00	LS		0		0		0	\$ 35,000.00	\$ 35,000.00
Debris Removal - Gunsight Construction EWA Invoices	1.00	LS		0		0		0	\$ 7,100.00	\$ 7,100.00
Debris Removal - Load Counter	12.00	HR	36	432		0		0		
Debris Removal - Supervision	2.00	HR	85	170		0		0		
Debris Removal - LU Equipment Work - JD 310 Backhoe	5.00	HR		0		0		350		
				\$ 602.00		\$ -		\$ 350.00		\$ 43,052.00
<b>CHANGE ORDER SUBTOTAL \$ 43,052.00</b>										
<b>LU GENERAL CONDITIONS (7%) \$ 3,013.64</b>										
<b>PAY / PERFORMANCE BOND (.8%) \$ 344.42</b>										
<b>INSURANCE (.475%) \$ 220.45</b>										
<b>FEE (7.99%) \$ 3,725.78</b>										
<b>TAX (8.8%) \$ 2,880.38</b>										
<b>CHANGE ORDER TOTAL \$ 53,236.66</b>										



**Landscapes Unlimited, LLC**

8145 E. Evans Road, Suite A-07 • Scottsdale, AZ 85260  
(480) 948-4500 • FAX (480) 948-4511  
www.landscapesunlimited.com

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December 12, 2006 (Revised 02.17.07)

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#3 – Additional Mass Earthwork

The costs associated with the above referenced request are: **\$ 79,568.48**

This request represents the difference between the Limits of Construction as described in Exhibit 6 of the First Amendment to Design-Build Agreement between the City of Avondale and Landscapes Unlimited, LLC, dated 04.24.06 and those shown on the approved Construction Documents dated 10.06.06. Additionally, this request addresses additional grading associated with the Final Grading Plan dated 08.18.06 as compared to the Mass Grading plan dated 05.16.06.

This work will require a contract extension of (8) eight Working Days. The revised substantial completion date is January 25, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

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ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21





**Landscapes Unlimited, LLC**

8146 E. Evans Road, Suite A-07 · Scottsdale, AZ 85260  
(480) 948-4500 · FAX (480) 948- 4511  
www.landscapesunlimited.com

---

December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#4 – Rip Rap Drainage Swales

The costs associated with the above referenced request are: **\$ 11,401.27**

Rip Rap swales were not shown during the design/development phase and therefore not included in the GMP budget.

This work will require a contract extension of (3) three Working Days. The revised substantial completion date is January 30, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

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ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Grading &amp; Drainage</b>										
Rip Rap at Drainage Swales	130.00	CY		0	40	5200		0	2.45	\$ 318.50
Rip Rap at Drainage Swales - LABOR	24.00	HR	36	864		0		0	2.45	\$ 58.80
Rip Rap at Drainage Swales - Excavation - JD 310 Backhoe	8.00	HR		0		0	70	560	2.45	\$ 19.60
Rip Rap at Drainage Swales - Placement - JD 344G Wheel Loader	16.00	HR		0		0	135	2160	2.45	\$ 39.20
				864		5200		2720		\$ 9,220.10
<b>CHANGE ORDER SUBTOTAL</b>										\$ 9,220.10
<b>LU GENERAL CONDITIONS (7%)</b>										\$ 645.41
<b>PAY / PERFORMANCE BOND (.8%)</b>										\$ 73.76
<b>INSURANCE (.475%)</b>										\$ 47.21
<b>FEE (7.99%)</b>										\$ 797.92
<b>TAX (8.8%)</b>										\$ 616.87
<b>CHANGE ORDER TOTAL</b>										\$ 11,401.27



**Landscapes Unlimited, LLC**

8145 E. Evans Road, Suite A-07 • Scottsdale, AZ 85260  
(480) 948-4500 • FAX (480) 948-4511  
www.landscapesunlimited.com

---

December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#5 – ADA Requirements Offsite

The costs associated with the above referenced request are: **\$ 2,012.51**

The MAG 231 ADA Ramp at the NE corner of Lower Buckeye & Central was not shown as part of the limits of work for Phase One during the design/development phase and therefore not included in the GMP budget.

This work will require a contract extension of (2) two Working Days. The revised substantial completion date is February 1, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

UNLIMITED  
*Capabilities*

GOLF | RECREATION | SPORTS | LEISURE | IRRIGATION | LANDSCAPING | HARDSCAPES

ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21





**Landscapes Unlimited, LLC**

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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#6 – Power pedestals at Festival Area

The costs associated with the above referenced request are: **\$ 91,847.21**

Electrical Power Pedestals and their appurtenances were not shown as part of the scope of work for Phase One during the design/development phase and therefore not included in the GMP budget.

This work will require a contract extension of (5) five Working Days. The revised substantial completion date is February 8, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

UNLIMITED  
*Capabilities*

GOLF | RECREATION | SPORTS | LEISURE | IRRIGATION | LANDSCAPING | HARDCAPES

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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#7 – Extra Cost Associated with APS Re-Design of HVE looping

The costs associated with the above referenced request are: **\$ 43,014.51**

This request represents the difference between the GMP electrical design dated 05.15.06 and those shown on the approved APS Electrical Plan dated 09.06.06.

This work will require a contract extension of (6) six Working Days. The revised substantial completion date is February 16, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

UNLIMITED  
*Capabilities*

GOLF | RECREATION | SPORTS | LEISURE | IRRIGATION | LANDSCAPING | HARDSCAPES

ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Electrical Scope (less CoA "Owner Supplied" package)</b>										
APS re-design looping	1.00	EA		0		0		0	\$ 34,275.44	\$ -
LU survey & layout	6.00	HR	85	510		0		0		\$ -
				0		0		0		\$ -
				510		0		0		\$ 34,785.44
<b>CHANGE ORDER SUBTOTAL \$ 34,785.44</b>										
<b>LU GENERAL CONDITIONS (7%) \$ 2,434.98</b>										
<b>PAY / PERFORMANCE BOND (.8%) \$ 278.28</b>										
<b>INSURANCE (.475%) \$ 178.12</b>										
<b>FEE (7.99%) \$ 3,010.38</b>										
<b>TAX (8.8%) \$ 2,327.31</b>										
<b>CHANGE ORDER TOTAL \$ 43,014.51</b>										



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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#8 – Valley Gutters & Aprons

The costs associated with the above referenced request are: **\$ 9,892.53**

Valley Gutters & Aprons were not shown as part of the scope of work for Phase One during the design/development phase and therefore not included in the GMP budget.

This work will require a contract extension of (2) two Working Days. The revised substantial completion date is February 20, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Main Entry Road (R-1.1-LBR to Middle of Four-Plex)</b>										
Valley Gutter	2.00	EA		0		0		0	\$ 1,500.00	\$ -
Aprons	4.00	EA		0		0		0	\$ 1,250.00	\$ 3,000.00
				0		0		0		\$ 5,000.00
				0		0		0		\$ -
				0		0		0		\$ -
				0		0		0		\$ 8,000.00
<b>CHANGE ORDER SUBTOTAL \$ 8,000.00</b>										
<b>LU GENERAL CONDITIONS (7%) \$ 560.00</b>										
<b>PAY / PERFORMANCE BOND (.8%) \$ 64.00</b>										
<b>INSURANCE (.475%) \$ 40.96</b>										
<b>FEE (7.99%) \$ 692.33</b>										
<b>TAX (8.8%) \$ 535.24</b>										
<b>CHANGE ORDER TOTAL \$ 9,892.53</b>										



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December 12, 2006 (Revised 02.17.07)

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#9 – Sod

The costs associated with the above referenced request are: **\$ 111,554.62**

Turf for the project was to be established via mechanical stolonization pursuant to the requirements described in the First Amendment to Design-Build Agreement between the City of Avondale and Landscapes Unlimited, LLC, dated 04.24.06. Over-seeded hybrid Bermuda "Bulls-eye" sod shall be used in place for grassing (4) Softball fields and plaza slopes within the 4-plex as per this agreement.

This work will require a contract extension of (7) seven Working Days. The revised substantial completion date is March 1, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

UNLIMITED  
*Capabilities*

GOLF | RECREATION | SPORTS | LEISURE | IRRIGATION | LANDSCAPING | HARDSCAPES

ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Four Plex Plaza/ Restroom Concession Bid and Fields</b>										
<b>Open Turf Festival/Multi-Use Field Area</b>										
Over-seeded Hybrid Bermuda "Bullseye" Sod w/ surface preparation	530000.00	SF		0		0	0.02	10600	\$ 0.27	\$ 143,100.00
				0		0		0		\$ -
				0		0		0		\$ -
				0		0		0		\$ -
				0		0		0		\$ -
				0		0		10600		\$ 153,700.00
<b>CHANGE ORDER SUBTOTAL \$ 153,700.00</b>										\$ 153,700.00
<b>LU GENERAL CONDITIONS (7%) \$ 10,759.00</b>										\$ 10,759.00
<b>PAY / PERFORMANCE BOND (.8%) \$ 1,229.60</b>										\$ 1,229.60
<b>INSURANCE (.475%) \$ 787.02</b>										\$ 787.02
<b>FEE (7.99%) \$ 13,301.40</b>										\$ 13,301.40
<b>TAX (8.8%) \$ 10,283.25</b>										\$ 10,283.25
<b>CHANGE ORDER TOTAL \$ 190,060.27</b>										\$ 190,060.27

ALTERNATE OPTION #2 - Sod all Softball Fields

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Four Plex Plaza/ Restroom Concession Bid and Fields</b>										
<b>Open Turf Festival/Multi-Use Field Area</b>										
Over-seeded Hybrid Bermuda "Bullseye" Sod w/ surface preparation	247780.00	SF		0		0	0.02	4955.6	\$ 0.27	\$ 66,900.60
Plaza slopes	63300.00	SF		0		0	0.02	1266	\$ 0.27	\$ 17,091.00
				0		0		0		\$ -
				0		0		6221.6		\$ 90,213.20
<b>CHANGE ORDER SUBTOTAL \$ 90,213.20</b>										\$ 90,213.20
<b>LU GENERAL CONDITIONS (7%) \$ 6,314.92</b>										\$ 6,314.92
<b>PAY / PERFORMANCE BOND (.8%) \$ 721.71</b>										\$ 721.71
<b>INSURANCE (.475%) \$ 461.94</b>										\$ 461.94
<b>FEE (7.99%) \$ 7,807.17</b>										\$ 7,807.17
<b>TAX (8.8%) \$ 6,035.68</b>										\$ 6,035.68
<b>CHANGE ORDER TOTAL \$ 111,554.62</b>										\$ 111,554.62



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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#10 – 8" Ductile Iron Irrigation Mainline

The costs associated with the above referenced request are: **\$ 2,314.85**

Ductile Iron Irrigation Mainline (8") was not shown as part of the limits of work for Phase One during the design/development phase and therefore not included in the GMP budget.

This work will require a contract extension of (2) two Working Days. The revised substantial completion date is March 5, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

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*Capabilities*

GOLF | RECREATION | SPORTS | LEISURE | IRRIGATION | LANDSCAPING | HARDSCAPES

ROC187561 Class A – ROC218598 Class KB01 – ROC218599 Class C21

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Basic Site Irrigation Components</b>										
8" Ductile Iron Mainline	36.00	LF		0	22.5	810		0		\$ -
8" Ductile Iron Mainline - MJ Fittings	2.00	EA		0	135	270		0		\$ -
8" Ductile Iron Mainline - Labor & Equipment	6.00	HR	50	300		0	70	420		\$ -
8" Ductile Iron Mainline - Warning Detection per CoA Engineering	36.00	LF		0	2	72		0		\$ -
				0		0		0		\$ -
				300		1152		420		\$ 1,872.00
<b>CHANGE ORDER SUBTOTAL</b>										\$ 1,872.00
<b>LU GENERAL CONDITIONS (7%)</b>										\$ 131.04
<b>PAY / PERFORMANCE BOND (.8%)</b>										\$ 14.98
<b>INSURANCE (.475%)</b>										\$ 9.59
<b>FEE (7.99%)</b>										\$ 162.01
<b>TAX (8.8%)</b>										\$ 125.25
<b>CHANGE ORDER TOTAL</b>										\$ 2,314.85



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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#11 – 8" Ductile Iron Sewer DIP at Main Roadway Drainage

The costs associated with the above referenced request are: **\$ 16,535.53**

The 8" Ductile Iron DIP and its appurtenances was not shown as part of the scope of work for Phase One during the design/development phase and therefore not included in the GMP budget.

This work will require a contract extension of (5) five Working Days. The revised substantial completion date is March 12, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP





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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#12 – 8" Ductile Iron Sewer Piping

The costs associated with the above referenced request are: **\$ 15,466.97**

Ductile Iron Sewer Piping (8") was not shown as part of the scope of work for Phase One during the design/development phase and therefore not included in the GMP budget.

This work will require a contract extension of (6) six Working Days. The revised substantial completion date is March 20, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

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*Capabilities*

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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#13 – Sewer Excavation and Concrete Capping

The costs associated with the above referenced request are: **\$ 5,409.98**

At the request of the City of Avondale, at the interaction points of the Parking Lots (500) five-hundred linear feet of installed sewer pipe was excavated and capped with concrete.

This work will require a contract extension of (5) five Working Days. The revised substantial completion date is March 27, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

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December 12, 2006 (Revised 02.17.07)

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#14 – RAMM Testing

The costs associated with the above referenced request are: **\$ 18,548.50**

At the request of the City of Avondale, Landscapes Unlimited, LLC took over the management and payment terms associated with onsite material testing. This COR is based on an allowance of \$15,000.00 billable by RAMM. Charges exceeding this allowance will be reimbursed by the City.

This work will require a contract extension of (0) zero Working Days. The revised substantial completion date is March 27, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

DEVELOPMENT | CONSTRUCTION | RENOVATION | RESTORATION

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---

December 12, 2006 (Revised 02.17.07)

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#15 – OPS Facility Fencing

The costs associated with the above referenced request are: **\$ 5,329.60**

At the request of the City of Avondale, Landscapes Unlimited, LLC demolished, surveyed, and relocated the adjacent OPS facility perimeter fencing bordering the East alignment of Festival Fields site.

This work will require a contract extension of (3) three Working Days. The revised substantial completion date is March 30, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

Section of Work	Quantity	Unit	Rate	LU Labor Subtotal	Mat Unit Cost	LU Material Subtotal	Equip Unit Cost	LU Equipment Subtotal	Subcontract Cost	Change Order Total
<b>Main Entry Road (R-1.1-LBR to Middle of Four-Plex)</b>										
OPS Fence - North Section	1.00	EA		0		0		0	\$ 3,400.00	\$ -
OPS Fence - East Section	1.00	EA		0		0		0	\$ 5,200.00	\$ 3,400.00
LU Demolition - Equipment - JD 310 Backhoe	6.00	HR		0		0	70	420		\$ 5,200.00
LU Demolition - Labor	14.00	HR	35	490		0	0	0		\$ -
				490		0		420		\$ 9,510.00
<b>CHANGE ORDER SUBTOTAL \$ 9,510.00</b>										
<b>LU GENERAL CONDITIONS (7%) \$ 665.70</b>										
<b>PAY / PERFORMANCE BOND (.8%) \$ 76.08</b>										
<b>INSURANCE (.475%) \$ 48.70</b>										
<b>FEE (7.99%) \$ 823.01</b>										
<b>TAX (8.8%) \$ 636.26</b>										
<b>CHANGE ORDER TOTAL \$ 11,759.75</b>										
<b>Section of Work</b>										
<b>Main Entry Road (R-1.1-LBR to Middle of Four-Plex)</b>										
OPS Fence - North Section	1.00	EA		0		0		0	\$ 3,400.00	\$ -
LU Demolition - Equipment - JD 310 Backhoe	6.00	HR		0		0	70	420		\$ 3,400.00
LU Demolition - Labor	14.00	HR	35	490		0	0	0		\$ -
				490		0		420		\$ 4,310.00
<b>CHANGE ORDER SUBTOTAL \$ 4,310.00</b>										
<b>LU GENERAL CONDITIONS (7%) \$ 301.70</b>										
<b>PAY / PERFORMANCE BOND (.8%) \$ 34.48</b>										
<b>INSURANCE (.475%) \$ 22.07</b>										
<b>FEE (7.99%) \$ 372.99</b>										
<b>TAX (8.8%) \$ 288.36</b>										
<b>CHANGE ORDER TOTAL \$ 5,329.60</b>										



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December 12, 2006

Mr. Daniel Davis  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, AZ 85323-6804

Re: Festival Fields  
COR#17 – Olsson Associates – Mountain View to Festival Fields 8" Irrigation

The costs associated with the above referenced request are: **\$ 27,135.21**

Olsson Associates design costs for design/engineering of the 8" Water supply line to Festival Fields irrigation system.

This work will require a contract extension of (0) zero Working Days. The revised substantial completion date is April 5, 2007.

Regards,  
Landscapes Unlimited, LLC

Ryan Welch  
Project Manager

Cc: PP

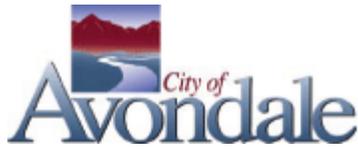
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# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract - Kimbrell Electric, Inc. - Traffic Signal Installation - Avondale Boulevard and Whyman Avenue

**MEETING DATE:**

June 4, 2007

**TO:** Mayor and Council

**FROM:** David Fitzhugh, P.E., Interim City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Kimbrell Electric, Inc. for the installation of a traffic signal at the intersection of Avondale Boulevard and Whyman Avenue in the amount of \$343,100.96 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**DISCUSSION:**

Traffic volumes on Avondale Boulevard continue to increase annually, primarily attributable to new development along Avondale Boulevard and throughout the southwest valley. Traffic studies were recently conducted and found that a traffic signal is now warranted at the intersection of Avondale Boulevard and Whyman Avenue.

The current 5-year Capital Improvement Program includes funding for a traffic signal at the intersection of Avondale Boulevard and Whyman Avenue in FY06-07 CIP. On October 2, 2006 the City Manager approved a professional services agreement with Kirkham Michael Engineers to prepare plans and specifications for the traffic signal. On March 5, 2007 Council approved a contract with Valmount Industries for the pre-purchase of the signal poles, streetlight mast arms, and signal mast arms for this intersection.

**SCOPE OF WORK:**

The contractor will be responsible for installing the following materials supplied by the City of Avondale:

- Four trombone style traffic signal poles
- Four trombone style mast arms
- Four streetlight mast arms

The contractor will furnish and install the following materials and equipment:

- Signal lamps
- Signal heads
- Electrical service pedestal
- Mounting assemblies

- Illuminated street name signs
- Electrical conduits, etc.
- Video detection system

**BID PROCESS:**

Bid notices were published in the West Valley View on May 4 and 8, 2007, in the Arizona Business Gazette on May 3, 2007, and in the Arizona Informant on May 2, 2007. Interested contractors were provided bid packages and notified of a non-mandatory pre-bid meeting held on May 10, 2007.

One (1) bid was received on May 24, 2007. The bid package was reviewed for completeness and conformance to the bid request. The firm submitting a bid and the amount of their bid is as follows (totals corrected and adjusted):

<u>Company</u>	<u>Bid Amount</u>	<u>M/DBE</u>
Kimbrell Electric, Inc.	\$343,100.96	No

See the attached Bid Summary Sheet for a detailed breakdown of the bid.

Kimbrell Electric, Inc was the only, responsive, responsible and qualified bid. Attached is a copy of the proposed contractual agreement and bid package submitted by Kimbrell Electric, Inc.

Staff has contacted references and found Kimbrell Electric, Inc. to be considered a competent, knowledgeable, and highly recommended contractor for this project.

**SCHEDULE:**

The following is a tentative construction schedule for this contract.

<u>Activity</u>	<u>Date</u>
Notice to Proceed	June 11, 2007
Construction Start Date	June 25, 2007
Completion Date (150 Calendar Days)	November 21, 2007

The Engineering Department anticipates issuing a Notice-to-Proceed immediately following Council’s award of the contract and receipt of the required bonding, insurance, and other contractually required documents.

**BUDGETARY IMPACT:**

Funding in the amount of \$343,100.96 is available in CIP Street Fund Line Item No. 304-1128-00-8420, Traffic Signal – Avondale/Whyman.

**RECOMENDATION:**

Staff recommends that the City Council award a construction contract to Kimbrell Electric, Inc. for the installation of a traffic signal at the intersection of Avondale Boulevard and Whyman Avenue in the amount of \$343,100.96 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

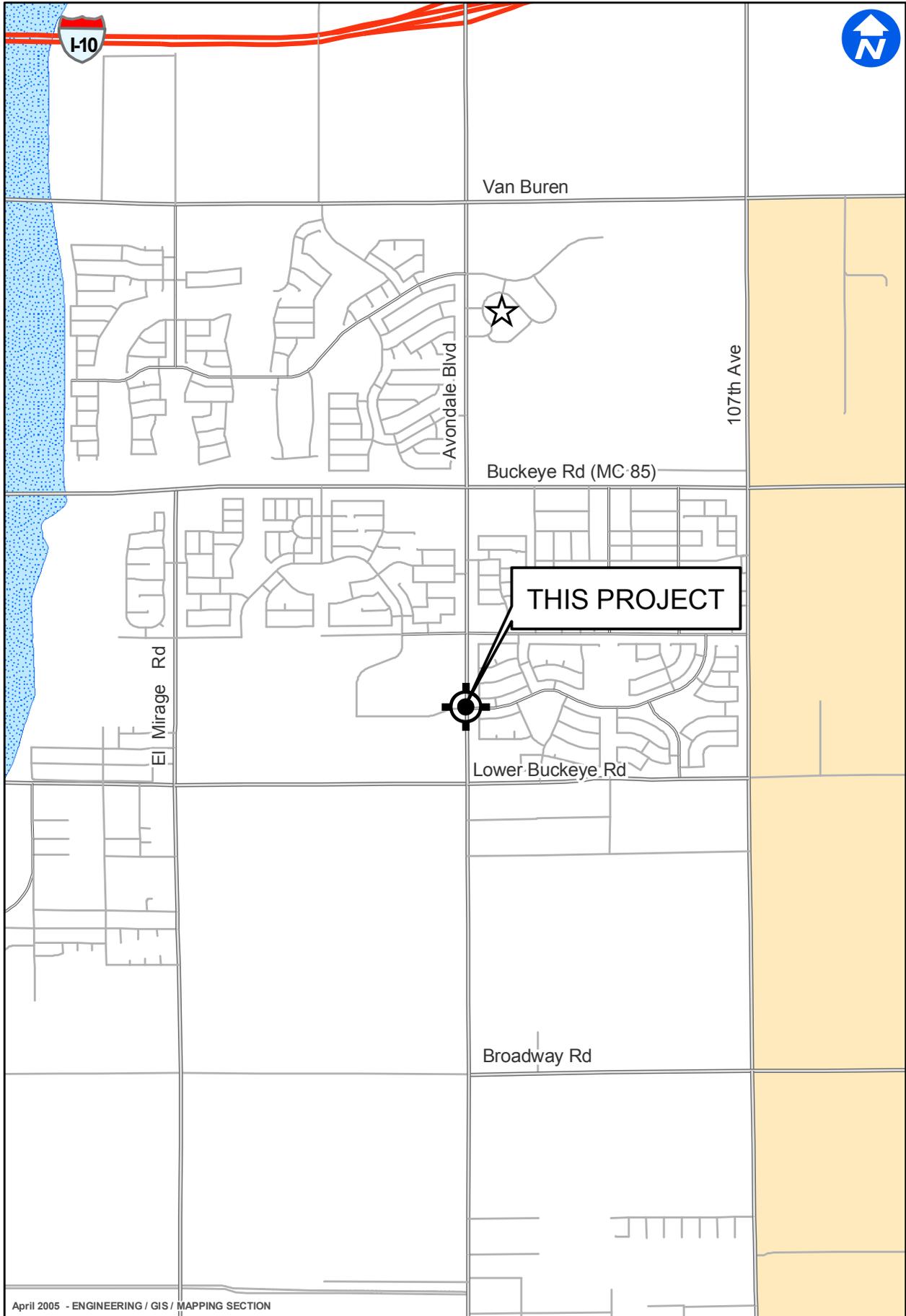
[Click to download](#)

 [Project Vicinity Map](#)

 [Bid Summary Sheet](#)

 [Contract](#)

# VICINITY MAP



April 2005 - ENGINEERING / GIS / MAPPING SECTION

Avondale Blvd & Whyman Ave Traffic Signal

**AVONDALE BOULEVARD AND WHYMAN AVENUE  
TRAFFIC SIGNAL PLANS  
ENGINEERS (100%) COST ESTIMATE**

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
105-1	Construction Survey & As Built Plan Preparation	1	LS	\$ 2,944.00	\$ 2,944.00
107-1	Community Relations	Allowance		\$ 5,000.00	\$ 5,000.00
109-1	**Mobilization / Demobilization	1	L.S.	\$ 1,766.40	\$ 1,766.40
340-1	Concrete (Sidewalk) Apron	178	SF	\$ 30.00	\$ 5,340.00
350-1	Remove and Salvage Signing	3	EA	\$ 58.90	\$ 176.70
350-3	Obliteration of Pavement Marking	1409	LF	\$ 1.47	\$ 2,071.23
351-1	Relocate Sign on New Post & Anchor	1	EA	\$ 618.24	\$ 618.24
351-2	Remove and Salvage Post	1	EA	\$ 58.90	\$ 58.90
351-3	Remove and Salvage Streetlighting	3	EA	\$ 323.85	\$ 971.55
462-1	Furnish & Install White "Thermoplastic" Striping (4" Equivalent)	3147	LF	\$ 1.47	\$ 4,626.09
462-2	Furnish & Install Yellow "Thermoplastic" Striping (4" Equivalent)	236	LF	\$ 1.47	\$ 346.92
462-3	Thermoplastic Left turn arrow	3	EA	\$ 182.55	\$ 547.65
464-1	W32-1AZ (Traffic Control Change) Post & Anchors	52	LF	\$ 35.35	\$ 1,838.20
471-1	Install #7 Pull Box	3	EA	\$ 677.15	\$ 2,031.46
471-2	Install #7 Pull Box (Battery Vault) & Batteries	1	EA	\$ 736.00	\$ 736.00
471-3	Install #7 w/ Extension Pull Box	1	EA	\$ 794.85	\$ 794.85
471-4	Furnish & Install Schedule 40 PVC Electrical Service Conduit (2-1/2") Trenching	15	LF	\$ 28.25	\$ 423.75
471-5	Furnish & Install Schedule 80 PVC Electrical Conduit (4") Trenching	66	LF	\$ 21.80	\$ 1,438.80
471-6	Furnish & Install Schedule 80 PVC Electrical Conduit (2-4") Directional Boring	395	LF	\$ 84.80	\$ 33,496.00
472-1	Construct Trombone Style Pole Foundation, Type Q	2	EA	\$ 6,123.50	\$ 12,247.00
472-2	Construct Trombone Style Pole Foundation, Type R	2	EA	\$ 6,123.50	\$ 12,247.00
474-1	Install "Type Q" Trombone Style Signal Pole w/40' Signal Mast Arm w/ 15' Luminaire Mast Arm.	1	EA	\$ 5,978.30	\$ 5,978.30

**AVONDALE BOULEVARD AND WHYMAN AVENUE  
TRAFFIC SIGNAL PLANS  
ENGINEERS (100%) COST ESTIMATE**

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
474-2	Install Type "Q" Trombone Style Signal Pole w/ 35' Signal Mast Arm w/ 15' Luminaire Mast Arm	1	EA	\$ 5,672.75	\$ 5,672.75
474-3	Install "Type R" Trombone Style Signal Pole w/ 45' Signal Mast Arm w/ 15' Luminaire Mast Arm	1	EA	\$ 6,284.00	\$ 6,284.00
474-4	Install "Type R" Trombone Style Signal Pole w/ 55' Signal Mast Arm w/ 15' Luminaire Mast Arm	1	EA	\$ 6,895.00	\$ 6,895.00
475-1	Furnish & Install Traffic Signal Controller, Controller Cabinet, Foundation, and UPS Battery Backup System	1	EA	\$ 28,940.70	\$ 28,940.70
475-2	Furnish & Install Meter Pedestal Cabinet and Foundation	1	EA	\$ 3,921.85	\$ 3,921.85
475-4	Furnish & Install Emergency Pre-emption System (4 Detectors)	1	LS	\$ 8,921.50	\$ 8,921.50
475-51	Furnish & Install Video Detection System (4 cameras)	1	LS	\$ 27,174.00	\$ 27,174.00
475-52	Furnish and Install Video Detection Vertical Extension Mount	1	EA	\$ 647.94	\$ 647.94
475-61	Furnish Wireless Interconnect System	1	LS	\$ 47,393.00	\$ 47,393.00
475-62	Furnish & Install Wireless Interconnect Conductors	1	LS	\$ 4,710.00	\$ 4,710.00
476-1	Install Type "F" (Red/Yellow/Green) LED Signal Heads	17	EA	\$ 710.00	\$ 12,070.00
476-2	Install Man/Hand LED Pedestrian Heads with Countdown	8	EA	\$ 621.60	\$ 4,972.80
476-31	Furnish & Install ADA Pedestrian Push Buttons	8	EA	\$ 26.85	\$ 214.80
476-32	Furnish & Install R10-3b(L) Pedestrian Push Button Signs	4	EA	\$ 267.20	\$ 1,068.80
476-33	Furnish & Install R10-3b(R) Pedestrian Push Button Signs	4	EA	\$ 267.20	\$ 1,068.80
476-6	Install Type "VII" Mounting Brackets	8	EA	\$ 328.30	\$ 2,626.40
477-1	Furnish & Install 250 W (240 Volt) Shoebox-Style Luminaire	4	EA	\$ 443.85	\$ 1,775.40
477-2	Furnish & Install Internally Illuminated Street Name Signs & Mounting Brackets	4	EA	\$ 7,187.85	\$ 28,751.40
478-1	Furnish & Install Electrical Conductors	1	LS	\$ 24,230.00	\$ 24,230.00
900-1	Miscellaneous Reimbursable (NOT TO EXCEED)	Allowance	FA	\$ 10,000.00	\$ 10,000.00
950-1	Restoration of Existing Landscaping	1	LS	\$ 2,500.00	\$ 2,500.00
<b>Subtotal without Tax</b>					\$ 325,538.18
<b>Tax</b>					17,562.78
<b>Total Calculated by Staff</b>					344,158.96
<b>Total Submitted by Bidder</b>					\$ 343,100.96

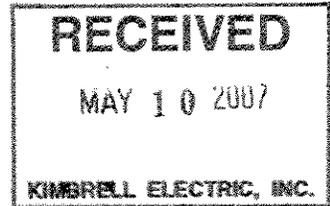


# INVITATION FOR BID

## CONSTRUCTION PROJECT

Engineering Department  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Telephone: (623) 333-4200  
Fax: (623) 333-0420

# City of Avondale Plans and Bid Documents



Solicitation Number: **ST1128**

Solicitation Description: **Traffic Signal at the intersection of Avondale Boulevard & Whyman Avenue**

Prospective Bidders' Conference: May 10, 2007 10:00 A.M. (MST)

Due Date: May 24, 2007 3:00 P.M. (MST)

Plans and Specifications may be picked-up at:  
**Engineering Department  
11465 W. Civic Center Drive  
Avondale, Arizona 85323**

There is no charge for the first set of Plans and Specifications.  
There is a non-refundable \$30.00 charge for each additional set.

Plans and specifications prepared by:  
**Kirkham Michael Consulting Engineers**  
9201 N. 25th Ave., Suite 150  
Phoenix, Arizona 85021  
Phone: 602-944-6564  
Fax: 602-944-6592

Engineer's Seal:

*DUANE S. EITEL*  
  
3 MAY 2007





# GENERAL TERMS AND CONDITIONS

Solicitation Number: ST1128

**Engineering Department**  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

## 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 location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to



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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 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



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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 2007" and the "Uniform Standard Details for Public Works Construction, 1998 Edition with Revisions through 2007" 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.

## 2.2 REFERENCE STANDARDS:

- a. The MAG Specifications are hereby incorporated herein by reference.



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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 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



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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 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;



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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.

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.



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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.

## 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



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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 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



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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.

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.



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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 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



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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. Contract Time. 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 120 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.

b. 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.

c. 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 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.



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(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.

d. 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 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 \$400 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.

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



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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.

**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



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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.

**3.13 DRAWINGS, SAMPLES AND SUBSTITUTION OF MATERIALS:** Contractor shall furnish, within three business days following request 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:** Construction will be restricted as listed in the following table:



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	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

**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.

**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.



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**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.

**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



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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.

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.



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## PROJECT NAME

### YOUR TAX DOLLARS AT WORK

**Project No:**

**Project Cost: \$**

**Contractor:** **Telephone:**

**Engineer:** **Telephone:**

**City Engineering Department** **Telephone: 623-478-3270**

**24 Hour Hotline** **Telephone:**

**Begin Construction: Month Year**      **End Construction: Month Year**

## PROGRESS AS PROMISED

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, 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.



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**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.

**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.



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**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 Section 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 Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of 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.

**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



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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.

**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.



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## 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.

**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.



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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.

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.



## GENERAL TERMS AND CONDITIONS

Solicitation Number: ST1128

**Engineering Department**  
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Fax: (623) 333-0420

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 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



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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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- Purpose:** As shown in the plans, furnish and install trombone-style traffic signal poles, mast arms, signals & pedestrian heads and other necessary equipment associated with the installation of a new trombone-style traffic signal at the intersection of Avondale Boulevard and Whyman Avenue. Work also included boring of traffic signal conduit.
- 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.
- Prospective Bidders Conference:** Prospective bidders are invited to attend a non-mandatory pre-bidders meeting to be held at the City of Avondale Engineering Department:

**ADDRESS:** 11465 W. Civic Center Drive  
Avondale, Arizona 85323

**DATE:** May 10, 2007

**TIME:** 10:00 A.M. (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.

- Offer Acceptance Period:** Contractor Offers shall be valid and irrevocable for 60 days after the opening time and date.
- 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.
- 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 **150** 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.
- 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.
- 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 ten 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.
- 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 imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed



## SPECIAL TERMS AND CONDITIONS

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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 ten 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: ST1128

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TECHNICAL SPECIFICATIONS

See following pages.

# CITY OF AVONDALE

## TRAFFIC SIGNAL PLANS

### AVONDALE BLVD AND WHYMAN AVENUE

### AVONDALE, ARIZONA

## AVONDALE PROJECT

### No. ST1128

Prepared By:



Kirkham, Michael and Associates  
9201 North 25<sup>th</sup> Avenue, Suite 150  
Phoenix, Arizona 85021  
(602) 944-9564





**GENERAL NOTE:**

Upon review of the Special Terms & Conditions, if it is determined a conflict with the City of Avondale General Terms and Conditions has arisen; the more restrictive of the two Conditions shall apply.

**BID DOCUMENTS:** consist of the following:

- Avondale Blvd. and Whyman Avenue, Traffic Signal Plans, Sheets 1 thru 5.
- The Special Provision presented herein in Exhibit A

**DESIGN ENGINEER:** associated with the Bid Documents identified above:

<p><b>PROJECT MANAGER:</b> Duane Eitel, P.E., Kirkham Michael Consulting Engineers 9201 N. 25<sup>th</sup> Avenue, Suite 150 Phoenix, Arizona 85021 Phone: (602) 944-6564 Fax: (602) 944-6592</p>	<p><b>PROJECT DESIGNER:</b> Kristine Taylor Kirkham Michael Consulting Engineers 9201 N. 25<sup>th</sup> Avenue, Suite 150 Phoenix, Arizona 85021 Phone: (602) 944-6564 Fax: (602) 944-6592</p>
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**SPECIFICATIONS:**

The work described herein shall be performed in accordance with the requirements of the following separate documents:

MAG Uniform Standard Specifications and Details for Public Works Construction, 2006.  
The online Uniform Standard Specifications can be obtained at:

[http://www.mag.maricopa.gov/pdf/cms.resource/2006\\_specs\\_and\\_details\\_book\\_final38767.pdf](http://www.mag.maricopa.gov/pdf/cms.resource/2006_specs_and_details_book_final38767.pdf)

and the online Uniform Standard Details can be obtained at:

<http://www.mag.maricopa.gov/pdf/cms.resource/2006-English-Drawings-All.pdf>

Arizona Department of Transportation, Highways Division, Traffic Signals & Lighting, Standard Drawings, 2004. A printed version can be obtained by calling ADOT Engineering Records at (602) 712-7498. The online version can be obtained at:

<http://www.dot.state.az.us/ROADS/traffic/slstds.htm>.

International Municipal Signal Association, Wire and Cable Specifications, Latest Edition. Members and non-members may purchase this manual via fax, phone or online at:

<http://www.imsasafety.org/product.htm#9>.



Arizona Department of Transportation, Signing & Marking Standard Drawings, Latest Edition. A printed version can be obtained by calling ADOT Engineering Records at (602) 712-7498. The online version can be obtained at:

<http://www.dot.state.az.us/ROADS/traffic/smstds.htm>

City of Phoenix, Traffic Barricade Manual, Latest Edition. A printed version can be obtained by calling the City of Phoenix Street Transportation Department at (602) 262-6284.

Manual on Uniform Traffic Control Devices for Streets and Highway, ADOT Adopted Addition. An online version of the MUTCD (2003 Edition) can be obtained at <http://mutcd.fhwa.dot.gov>. An online version of the AZ supplement to the MUTCD can be obtained at:

<http://www.dot.state.az.us/ROADS/traffic/standards/mutcd/ADOTMUTCD.pdf>

City of Avondale Construction Specifications, Development Services, Engineering Division, April 1, 1999. A printed version can be obtained by calling the City of Avondale Engineering Department at (623) 333-4200.

City of Avondale Traffic Signal Design (Construction Spec. Supplement). Field Operations, Streets/Traffic Division, July 2000, attached as an Appendix. A printed version can be obtained by calling the City of Avondale Engineering Department at (623) 333-4200.

All specification documents shall be obtained and paid for by the Contractor at his expense, unless otherwise specified on the plans or herein.

### **EQUIPMENT LIST AND DRAWINGS:**

The materials on the submittal shall be identified by the contract project number, bid item numbers, catalog part numbers, catalog cuts, shop drawing for signal and lighting equipment, trade names, schedules or other pertinent information. The materials from any catalog cuts shall be clearly indicated by the Contractor. Any material designations used in the contract documents shall be so noted on the materials list. Any material ordered by the contractor prior to approval by the city shall be done at the Contractor's own risk. If requested by the Engineer, the Contractor shall submit manufacturer shop drawings for review and approval and shall furnish Certificates of Compliance conforming to the requirements of ADOT specifications subsection 106.05.

### **LOCATION OF UTILITIES:**

In addition to the requirements of ADOT specification subsection 107.15, the contractor's attention is directed to the requirements of A.R.S. 40-360-21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.



At least three working days prior to commencing excavation, the contractor shall call BLUE STAKE CENTER, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities. The number to be called is as follows:

Projects In Maricopa County	(602) 263-1100
Projects Outside Maricopa County	(800) 782-5348

Contractor is responsible for any additional excavation work associated with these documents as a result of mismarked utilities. Contractor is required to coordinate with Arizona Bluestake to identify all utilities and their locations. Contractor is responsible for coordinating with City of Avondale’s inspector at the construction site after the foundation locations have been marked to obtain approval of their locations prior to any excavation.

The following utility companies and agencies have facilities within the project area:

Company	Contact	Phone Number
Qwest Communications ( <i>Telephone/Fiber Optic</i> )	Matthew Phillips	(602) 630-0492
COX Communications (CATV/Fiber Optic)	LeeAnn Hanko	(623) 328-4071
Salt River Project ( <i>Electrical</i> )	Steve Pottier	(602) 236-8026
Salt River Project ( <i>Irrigation</i> )	Bob Maurer	(602) 236-8026
El Paso Natural Gas	Dennis Segars	(602) 438-4229
Southwest Gas Corp.	Greg Cooper	(623) 780-3350
City of Avondale ( <i>Traffic Signal</i> )	Gus Woodman	(623) 333-4231
City of Avondale ( <i>Water &amp; Sewer</i> )	Chris Hamilton	(623) 333-4218

**CONSTRUCTION REQUIREMENTS:**

Items removed, but not salvaged shall become the property of the contractor and it shall be the responsibility of the contractor to properly dispose of those items, which may or may not be shown on the plans. No measurement or direct payment will be made for hauling and stockpiling salvaged material, the cost being considered as incidental to the work being performed and included in the unit prices bid for the contract items.

The contractor shall determine the location and/or elevation of existing utilities and any other facilities which pertain to and affect the construction of this project.

**Contractor Responsibilities:**

**Prevention of Proliferation of Noxious Weeds and Invasive Species:**

In compliance with Executive Order 13112 regarding invasive species, all earth-moving and hauling equipment shall be washed at the contractor’s storage facility prior to arriving on-site to prevent the introduction of invasive species seed. In compliance with Executive Order 13112 regarding invasive species, all disturbed soils that will not be landscaped or otherwise permanently stabilized by construction shall be seeded using species native to the project vicinity.



Prior to mobilization of equipment, the contractor is to steam clean all equipment that will be used on site. This activity is required to remove all noxious weed seed and soil from equipment. The contractor is to provide verification that this activity has been completed and receive approval from the Engineer prior to mobilizing equipment on site.

All equipment removed from the site and later returned, shall be steam cleaned prior to returning. The contractor is to provide verification that this activity has been completed and receive approval from the Engineer prior to returning equipment to site.

Heavy equipment that is brought into the project area from other states shall be steam cleaned to remove noxious weeds prior to entrance within the project.

To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction equipment and remove all attached plant/vegetation debris prior to leaving the construction site.

There will be no direct measurement or payment for the work described above. The cost is considered as included in the price of contract items.

#### **Special Access Requirements:**

The contractor shall maintain local access at all times and shall notify residents, the high school, and businesses 3 business days in advance of any restrictions, which will affect their access. The contractor shall restore access as soon as possible. If primary access cannot be restored, the contractor shall provide an alternative of which will be pre-determined through meetings with the high school, businesses and residents prior to any restrictions being implemented.

#### **Pedestrian Access Requirement:**

The Contractor shall maintain open to pedestrian use all sidewalks on this project in a safe manner, including backfilling or ramping all sidewalks and curb cuts or providing alternative sidewalk areas adjacent to the existing sidewalk.

#### **Access (Residences):**

Contractor shall provide to all residents affected by the project, access to their driveways at all times except as modified by the following:

If the Contractor finds it unavoidable to temporarily close off access for any time, the residents affected shall be contacted a minimum of 48 hours in advance and an alternate procedure for access mutually agreed to. Contractor shall provide the Public Works Department with signed evidence of a mutually accepted agreement between the property owner/resident and Contractor prior to closure. Emergency access shall be made available at all times. Any access restrictions shall be coordinated in writing with the affected parties at least 7 calendar days in advance of imposing any restrictions. Emergency access shall be made available at all times.



**Access (Businesses):**

The contractor shall maintain access to businesses at all times during their hours of operations. Access may be provided by such measures as pouring driveways in half sections or providing bridging over new concrete. Where property has more than one point of access, no more than one access will be restricted or closed at one time. No driveway access shall be restricted for longer than fourteen (14) calendar days at any given time. Any business access restrictions shall be coordinated in writing with the affected parties at least 7 calendar days in advance of imposing any restrictions. Contractor shall provide the Public Works Department with signed evidence of a mutually accepted agreement between the property owner/business manager and Contractor prior to say closure. Emergency access shall be made available at all times.

**Access (Schools):**

The contractor shall provide and maintain adequate signing and safe pedestrian walkways, crosswalks and school zones for school children attending Public, Private and Parochial schools within and/or through the project vicinity during all hours of school property use. All walkway and crosswalk restrictions shall be coordinated by the contractor with the school principal a minimum of 3 school days in advance.

**Bus Stops:**

The Contractor shall maintain all existing bus stop locations on this project in a safe manner or provide alternative bus stop locations as required by Engineer and approved in advance by the public transit company.

**Access (U.S. Mail Delivery):**

The contractor shall maintain access for the delivery of U.S. Mail for the affected residences and businesses, provide access, and/or provide temporary arrangements as specified hereinafter, so as not interrupt and/or delay delivery of the U.S. Mail.

The contractor shall contact the U.S. Postal Service, serving the area to any construction and ascertain the rules and regulations for mail delivery to private mailboxes (residential and business) and the requirements for temporary relocation during construction.

The contractor shall notify the U.S. Postal Service a minimum of 14 calendar days prior to any construction in the area of any of their drop-off boxes, relay boxes, and/or other facilities that may be affected so as coordinated any relocation or arrangements to be made.

The contractor shall notify the affected property owners, residents, and/or occupants on whose property the private mailboxes (residential and business) are adjacent to and within the right-of-way or project limits at least 14 calendar days prior to start of construction, so that adequate time may be afforded to those parties who so desire to remove and temporary relocation the mail boxes during construction.



If at the end of the 14 calendar day period, the contacted party has not relocated or made arrangements to relocate the conflicting mailbox to a temporary location, the contractor shall, in accordance with applicable U.S. Postal regulations, remove and temporarily relocate the mail box, exercising care and caution during the operation.

As soon as possible after completion of construction of the project the contractor shall reconstruct the mail boxes to their original state or design at/or near the locations prescribed on the project plans and in accordance with the requirements of U.S. Postal regulations and/or as directed by the Engineer.

If the condition of the existing mailbox is such that it cannot be removed, relocated and/or reconstruction due to its design, size, or deteriorated condition, the contractor shall contact the Engineer and the U.S. Postal Service so as to ascertain the proper action to be taken.

Unless otherwise specified herein, no measurement or direct payment will be made for this work, the cost being considered as included in the cost of contract items.

**Access (Fire Department):**

All roadway access restrictions shall be coordinated by the contractor with the Alarm Room Supervisor of the Fire Department of City/Town/County and the U.S. Forest Service, a minimum of 72 hours in advance of the roadway restrictions.

All access openings and/or crossings shall be a minimum of 16 feet wide and shall meet AASHTO HS-20 Loading requirements, if applicable.

**Access (Law Enforcement Agencies):**

The contractor shall contact the information office for the Police Department and Law Enforcement Agencies of the City/Town/County/State/Federal, a minimum of 72 hours in advance of any roadway restrictions.

**105-1 CONSTRUCTION SURVEY STAKING & AS BUILT PREPARATION:**

All construction specified on the plans, including all traffic signal equipment, shall be staked by means of construction survey staking. The Contractor is responsible for providing construction staking. Construction staking shall be done by an Arizona registered licensed surveyor.

The Contractor is responsible for preparing the final as-built drawings for the traffic signal plans. An Arizona registered civil engineer or registered land surveyor shall seal the drawings. Final as built plans shall be on 4 MIL, double matte, MYLAR sheets and provided to the City for their files and records.

The work under this item should be bid as a lump sum cost and include all man hours, equipment, and materials necessary to complete the work identified under this item.



**107-1 COMMUNITY RELATIONS ALLOWANCE:**

Community relations shall be provided and done in accordance with Section 3.22 of the City of Avondale's "General Terms and Conditions". A payment allowance in the amount, not to exceed, of \$5,000.00 has been provided. This allowance does not apply to the first project sign as required under section 3.22(b) of the contract general terms and conditions. Two project signs are considered as incidental to the project and not paid for as a separate pay item or under this allowance. If more than two project signs are required by the City, contractor may use this allowance to cover the cost of any additional signs. Cost shall be as charged by the sign maker to the contractor with no mark ups and no additional charges.

**340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE:**

The existing sidewalk ramp landing pad shall be modified per the "Concrete Apron Detail for Traffic Signal Poles" shown in the plans. Modification generally consists of removing the 6 inch vertical curb at the back of the landing pad.

"Concrete Aprons For Traffic Signal Poles" shall be constructed per the detail shown in the plans.

A concrete apron for traffic signal poles is considered sidewalk and shall be constructed in the same methods described in MAG Section 735 and in accordance with MAG standard detail 230.

Concrete apron layout and construction is controlled by the final location of the traffic signal pole foundation. Field adjustments may be necessary to accommodate signal pole foundation location and orientation. Field changes are considered incidental to the sidewalk item.

Measurement for concrete aprons shall include the surface area to nearest square foot.

Payment for concrete aprons will be measured to the nearest square foot complete in place as measured above. Payment shall include full compensation for removal of vertical curb and furnishing all labor, materials, tools and equipment, and testing to accomplish all work associated with this item.

**350-1 REMOVE & SALVAGE SIGNING:**

Existing stop signs shall NOT be removed until the traffic signal is fully functional. Contractor shall remove and salvage all signs that conflict with new pavement markings and traffic signal.

Salvaged signs shall be delivered to the City of Avondale. Contact Gus Woodman at (623) 333-4231 at least 48 hours in advance of delivery for location.



**350-3 OBLITERATION OF EXISTING STRIPING AND SYMBOLS:**

Striping in conflict with new striping shall be obliterated in accordance with Avondale guidelines and the plans. Prior to removal contact the City for inspection. This item shall also include re-striping of existing pavement markings which are not in conflict with the new markings and thus remain in place but which may have been faded or worn out during the construction work. The type and extent of such striping shall be field determined by the City staff. Such striping shall not be measured as a separate pay item and shall be considered as incidental to this item.

**401-1 TRAFFIC CONTROL & WORK HOURS:**

A separate Construction Traffic Control Plan shall be provided by the Contractor to the City a minimum of 3 business days prior to the start of any activity.

Works hours shall be in accordance with Section 3.11 of the City of Avondale General Terms and Conditions.

Contractor is responsible for providing the City of Avondale with a construction schedule, in accordance with Section 3.1 in the City of Avondale General Terms & Conditions, except if changes in the construction schedule occur, the Contractor should provide the City with a revised construction schedule.

**462 PAVEMENT MARKING:**

Pavement marking for this intersection shall conform to the City of Avondale General Signing and Striping Notes and the plans.

All pavement markings shall be thermo-plastic.

Method of Measurement for this item shall be done in accordance with the applicable Arizona Department of Transportation Standard Specifications Section 708.

**464 SIGNING:**

Pavement signing for this intersection shall conform to the City of Avondale General Signing and Striping Notes and the plans.

Method of Measurement for this item shall be done in accordance with the applicable Arizona Department of Transportation Standard Specifications Section 708.

**471 PULL BOXES:**

All pull boxes shall be provided and installed by the Contractor as specified on the plans.

Conflicting signing installed prior to signal turn on shall be covered and bagged.



Covers shall be marked as "TRAFFIC SIGNAL".

All pull box lids shall be Fiberlyte or approved equal and have bolt down lids.

The main pull box adjacent to the control cabinet shall be a No. 7 with 10" extension and have a ground rod installed inside.

Pull boxes shall be measured as EACH, which includes providing and installation in accordance -with the specifications identified with this document and on the plans.

The Contractor shall provide and install #7 pull box (Battery Vault), next to control cabinet as shown on the plans. The battery pull box shall have a water tight lid and a gravel bottom for drainage. Six (6) 88 Amp-hour lead acid silver alloy batteries or approved equal shall be installed in this pull box.

#### **ELECTRICAL SERVICE CONDUIT:**

The electric power company at this intersection is Salt River Project. The contractor shall contact Steve Atchley at 602-236-4782 at least thirty-days (30) prior to construction for SRP service installation requirements and service point of delivery (POD). The Contractor, upon determining the POD, shall provide and install 2-1/2 inch conduit from the POD to the meter pedestal cabinet as specified on the plans and by SRP. See item 475-2 for Electrical Service (Meter) Pedestal.

#### **ELECTRICAL CONDUIT:**

Conduit shall be measured per LINEAR FOOT of trenching or bore, not actual conduit pipe length. Conduit crossing the roadway and under the scupper shall be installed by directional boring, unless otherwise specified on the plans. All directional boring shall be measured as bored footage with two conduit runs, but not the total length of individual runs added together.

All conduits shall be schedule 80 PVC.

Trenching, back filling, replacing pavement, curb and gutter, sidewalk etc and any additional traffic control including steel plates are considered incidental to this item and not paid separately. All transverse trenches and trenches through the intersection shall be backfilled with 1/2 sac CLSM per MAG specifications section 728 and pavement replacement shall be type B with the "T" top per MAG standard detail 200. Pavement replacement for all longitudinal trenches outside the intersection shall be type A with the "T" Top per MAG standard detail 200. (Refer to MAG standard specifications, section 336).

The Contractor shall pothole conduit runs at locations where potential conflicts exist. The cost associated with this item shall be incidental to the work and shall not have a separate pay item. Hand digging is considered a form of potholing and is included in the cost associated with this item.



### **JACKING and/or BORING of Conduit:**

Directional jacking and/or boring of conduit shall be conducted under all existing roadways, driveways, and the scuppers.

#### ***Construction Option for JACKING and/or BORING of Conduit:***

The Contractor shall have the option to Jack and/or Bore one 12" Steel Sleeve under the four legs (streets) of the intersection for the placement and installation of the two 4" PVC electrical conduits in lieu of jacking and/or boring of each of the 4" conduit lines. The requirements for this option are as follows:

#### ***Description:***

The work under this item shall consist of furnishing all labor, equipment, and materials to jack or bore a 12 inch diameter steel pipe sleeve under the roadway at the location and elevation shown and specified on the project plans. A pull rope(s) or cable(s) of proper strength shall install inside the pipe sleeve for pulling a two 4" PVC electrical conduits through it.

#### ***Material Requirements:***

The contractor shall contact the City of Avondale to ascertain the grade and requirements for the 12 inch diameter steel pipe sleeve to be used and installed.

#### ***Construction Requirements:***

Installation of the 12 inch diameter steel pipe sleeve shall be in accordance with requirements of Subsection 732-3.01 of the ADOT Standard Specifications and the any additional requirements set forth by the City of Avondale. Pipe end location markers shall be installed in accordance to ADOT Standards Specifications and/or the City of Avondale, or as directed by the Engineer.

#### ***Method of Measurement and Basis of Payment:***

No measurement or direct payment will be made for the construction option to jack or bore of 12" diameter steel sleeve under the roadways for the placement of the electrical conduits. This option will be at contractors own expense including the cost of the 12" steel sleeve pipe and associated materials.



#### **472-1 STRUCTURAL SUPPORT AND FOUNDATIONS:**

Signal pole foundations shall be constructed in accordance with the Trombone Style Signal Pole Foundation Detail, to be provided by the City of Avondale. Signal pole foundations shall be constructed using Maximum Passive Soil Pressure of 1,000 psf.

Where new traffic signal poles are to be installed next to existing sidewalk or curb ramps, the Contractor shall construct a new ADA accessible apron (a.k.a. Concrete Apron) to provide access around the base of the pole as shown on the plans and details. The contractor shall modify these details as necessary to accommodate any changed field conditions or variation in pole location at no additional cost to the City. Prior to pouring any concrete the Contractor shall contact the City 48 hours in advance for an inspection. The cost associated with this item shall be incidental to the work associated with the construction costs of providing and installing the signal pole foundations.

All signal pole foundations shall be constructed in accordance with general requirements of ADOT Specifications Section 731 as applicable except that material testing shall be as prescribed in this special provision, unless otherwise specified on the signal plans.

Concrete for foundation shall be class "S" (ADOT) and shall have a required 28 days compressive strength of 4000 psi.

Contractor shall not order any material for this item until the exact locations for the new pole foundations have been identified by the Contractor and approved by the City. In addition, no equipment shall be ordered until approval of equipment submittals is provided by the City of Avondale. Any equipment purchase/order without written approval of the submittals by the City shall be at the contractor's own risk.

Contractor shall not pour concrete foundations until foundation locations, elevations, and trombone style signal foundation bolt pattern is obtained and verified.

The Contractor shall pothole all foundations for potential conflicts. The cost associated shall be considered incidental to complete the work associated with this item. Hand digging for potential conflicts is considered a form of pot holing and considered incidental to complete the work associated with this item.

The contractor is responsible for all the expenses for testing of concrete material for foundations. There shall be minimum of four cylinders taken per foundation – one to be tested at 7 days, one at 14 days, one at 28 days and one extra for backup purposes for each foundation. Contractor shall make arrangements for sampling and testing of concrete cylinders by an AASHTO/ASTM/ADOT accredited laboratory. This will not be paid for separately and should be included in the unit price for foundation. In the event, contractor chooses not the sample and test concrete material for foundations, signal poles shall not be erected until 28 days from the pouring of concrete on foundations.



Removal and replacement of pavement, curb & gutter, sidewalk, etc. are considered incidental to the work associated with this item. Pavement replacement shall be MAG Standard detail type "T" top with ½ sac slurry backfill curb and gutter; sidewalk replacement shall be in kind and for a minimum of one full panel.

#### **474 TROMBONE STYLE SIGNAL POLES AND MAST ARMS:**

Signal poles shall be erected on the footings only after full compliance with section 472. Bottom plates of all signal poles shall have 24 inch diameter bolt patterns for the base plate.

If signal poles and mast arms are provided by the City, the installation cost associated with this item includes the equipment, material, labor, and expenses related to pick up poles and mast arms from the City yard and delivery to the project site.

#### **475-1 TRAFFIC SIGNAL CONTROLLER AND CABINET:**

Contractor shall be required to provide control of traffic at the intersections with a uniformed police officer during testing of controller and during turn-on of traffic signal when all work is completed.

The contractor shall be responsible for providing and installing a new Naztec ATC 2070L type controller with Naztec Apogee operating software, a model 332 cabinet assembly, a UPS battery backup system, and accessories required for an 8-phase operation per city of Avondale standards. The contractor is responsible for having the controller and cabinet delivered to the city for programming and testing. The city shall assemble the controller assembly, program and test prior to installation. Once program and tested, the contractor shall pick up, deliver and install the cabinet. The contractor shall notify the City Traffic Engineering Department at least seventy-two (72) hours prior to having the city install the controller.

A Clary SP170-PDA-1250, UPS battery backup system including six (6) batteries shall be provided and installed as part of the controller assembly. This system consists of the UPS battery backup system that mounts inside the cabinet, battery cables and all hardware. The UPS system shall have Ethernet port for remote access.

The six (6) UPS batteries for the backup system shall be 88 Amp-hour lead acid silver alloy batteries or approved equal per the City of Avondale.

The Contractor shall install a concrete pad (as shown on the plans) around the cabinet base foundation. The pad shall extend 30" from the front, 30" from the back, and 24" from the side of the cabinet.

The controller cabinet shall have an EDI 2018KCLip conflict monitor.

The cabinet orientation shall be determined by the City of Avondale traffic signal staff.

The cabinet base shall extend 4" above the surrounding pad.



#### **475-2 ELECTRICAL SERVICE (METER) PEDESTAL:**

The Contractor will provide the electrical service pedestal. The Contractor is responsible for installing the meter pedestal. The Contractor is also responsible for coordination and inspection with SRP personnel. See Section 471 for Electrical Service Conduit.

The service shall have a photo-controlled 3-pole contactor for the streetlights and the illuminated signs. There shall be a bypass/test switch to bypass the photo-control.

Breakers shall be marked and have the following ratings: signals – 40 Amp single pole, lighting – 20 Amp two pole, signs – 20 Amp single pole, photo-control – 15 Amp single pole.

#### **475-4 EMERGENCY VEHICLE PRE-EMPTION PRIORITY SYSTEM:**

The system shall interface with existing traffic signal controllers without compromising normal operation or existing safety provisions. The Priority Control System shall consist of an optical emitter, optical detectors, optical detector cable, and phase selectors as shown in the plans.

The system shall be Tomar Model 2140-M4SPM Processor and Model 2091-SD Detectors, or City approved equal.

The detector shall be mounted approximately as shown in the plans and shall be compatible with the design and brand used by the City of Avondale.

The controller cabinet shall be equipped with the required connector cable, software, and interface unit to accomplish emergency vehicle pre-emption operation. The detector(s) shall be field adjusted at the approximate mounting location in order to provide an unobstructed line-of-site view along the route of the approaching priority vehicle.

Detector cable shall be 3-M opticom cable Model 138 detector cable, or City approved equal, and installed to carry power to the optical detector from the phase selector and to carry the necessary signal from the optical detector to the phase selector.

#### **475-5 VIDEO DETECTION:**

***Video Camera and camera mounting hardware shall be delivered to the City of Avondale prior to installation so the City can paint them to match the color of the poles.***

##### ***Description:***

The intent of the following specification is to describe the minimum requirements for providing a complete Video Detection System. The system shall be capable of providing presence vehicle detection at specified intersections. The video system shall be expandable without removing or replacing existing units.



**Overview:**

Acceptable systems include that of any manufacturer, provided such equipment meets all qualified specifications identified herein. Using standard image sensor optics and in the absence of occlusion, the system shall be able to detect vehicle presence with 98% accuracy under normal conditions (days and nights) and 96% accuracy under adverse conditions.

The system shall be able to detect vehicles with 98% volume accuracy and 95% speed (averaged over 20 vehicles) accuracy.

All items and materials furnished shall be new, unused, current production models installed and operational in a user environment and shall be items currently in distribution. The detection algorithms shall have a proven record of field use at other installations for at least three (3) years of service i.e., not including prototype field trials prior to installation.

**General:**

These technical specifications describe the minimum physical and functional properties of a video detection system. The system shall be capable of monitoring all licensed vehicles on the roadway, providing video detection for areas outlined in the construction drawings. The entire video detection system shall consist of the following:

- ❖ Video Image Processing Unit(s).
- ❖ Video System Communication Module.
- ❖ Video Camera(s) with IR filter, enclosure and sunshield
- ❖ Camera Lens
- ❖ Surge Suppressor.
- ❖ All other necessary equipment for operation.

**Materials:**

The entire video vehicle detection system shall consist of the following:

- ❖ Video Detection Module(s)
- ❖ Video System Communication Module
- ❖ Video Camera(s) with IR filter, lens, enclosure, and sun shield
- ❖ Luminaire Arm or Signal Mast Arm Sensor Mounting Bracket(s)
- ❖ Surge Suppressor
- ❖ Programming Devices and/or software
- ❖ Coaxial/Power Cable
- ❖ All other necessary equipment for operation
- ❖ Training for installation, operation and maintenance

**Video Detection System:**

The Video Image Process (VIP) shall be modular by design and housed in either a self-contained stand-alone unit or fit directly into NEMA TS1 & TS2 type racks as well as Type



170/179 input files. The VIP shall be interchangeable between shelf or rack mount installation without replacing or modifying the existing VIP units.

The system shall be designed to operate reliably in the adverse environment of roadside cabinets and shall meet or exceed all NEMA TS1 and TS2, as well as Type 170/179 environment specifications.

Ambient operating temperature shall be from  $-34$  to  $+74$  degrees centigrade at 0 to 95% relative humidity non-condensing.

The system shall be powered by 12-40 VDC and draw less than 2 amperes.

The system shall utilize cabinet 24 VDC for rack-mounted installations or external 24 VDC for stand-alone shelf installations.

Surge ratings shall be set forth in the NEMA TS1 and TS2 specifications.

Serial communications shall be through RS232 serial port. This port can be used for communications to a laptop to upload/download detector configurations, traffic data, technical events, send software upgrades and do remote setup of detectors. RS485 on the rear edge connector shall facilitate communications to other VIP boards.

Each VIP board shall have 4 opt-isolated open collector inputs. Twenty (20) additional outputs shall be available via the expansion port. The outputs shall be programmed for signaling the presence, the arrival or the departure of vehicles in a minimum of 48 detection zones.

Each VIP board shall allow for 20 digital inputs via the I/O Expansion port.

Each VIP board shall have error detection. An output contact will open if the video signal is bad or the VIP board is not functioning properly. A user defined quality level will automatically put the VIP into a recall state in cases of severe degraded visibility (i.e., fog, blizzard, etc.). Normal detection resumes when visibility improves above the user defined image quality level threshold.

Operator selectable recall shall be available via the VIP front panel. The operator should have the ability to assign selectable outputs for recall.

A video select button on the VIP front panel will switch between camera images of the VIP.

The VIP board shall have 2 video inputs (RS-170 NTSC or CCIR PAL composite video) and one video out.

The VIP board shall have a reset button on the front panel to reset video detectors to "relearn" the roadway image. During "relearn" selectable recall can be enabled or disabled for immediate operation. Learning time of video detectors shall be less than 6 minutes.



External surge suppression, independent of the VIP board shall separate the VIP from the image sensor.

The VIP board shall have separate light emitting diodes (LED's) that indicate:

<b>Power</b>	Red LED to verify power supply
<b>I/O Comm</b>	Red LED to Indicate communications to expansion boards.
<b>Video 1 &amp; 2</b>	Red LED to verify the presence of video input 75 Ohm.
<b>TX &amp; RX</b>	Red LED to indicate communications via the RS485 communication.
<b>OUT1-OUT4</b>	Green LED if the corresponding detection group is active.

The VIP board shall also have 2 separate buttons for:

<b>Video Select</b>	<b>RECALL</b>
	Manually places call or select video on detectors.
<b>Reset</b>	Manually reset detectors to "learn" new background.
<b>Video Out</b>	Video out female RCA style connector.
<b>Service</b>	DB9 female service port for setup of VIP and for communication with DB9 I/O Expansion port.

THE VIP Expansion Board shall also have separate LED's that indicate:

<b>Power</b>	Red LED to verify power supply.
<b>COMM</b>	Red LED to indicate communications to VIP board.
<b>I/01-I/04</b>	Green LED if the corresponding detection group is active.

The VIP Expansion Board shall have 8 dip switches that define inputs and outputs used (range 1-12 or 13-24).

#### ***Video System Communication Module:***

The Communication board shall be modular by design and housed in either a self-contained stand-alone unit or fit directly into NEMA TS1 & TS2 type racks as well as Type 170/179 input files.

The Communication board shall control from 1 to 6 VIP boards allowing for 1 to 12 image sensors.

The system shall be designed to operate reliably in the adverse environment of roadside cabinets and shall meet or exceed all NEMA TS1 and TS2, as well as type 170/179 environmental specifications.

Ambient operating temperature shall be from -34 to +74 degrees Centigrade at 0 to 95% relative humidity non-condensing.

The system shall be powered by 12-40 VDC and draw less than 750 milliamps.



Serial and Ethernet (TCP/IP) communications shall be through respectively an RS232 serial port (F DB9 connector) and Ethernet port (RJ-45 connection). These ports can be used for communications to a laptop or modem to upload/download detector configurations, traffic data, technical events, send software upgrades and do remote setup of detectors. RS485 on the rear edge connector shall facilitate communications to VIP boards.

Surge ratings shall be set forth in the NEMA TS1 and TS2 specifications.

The Communications board shall have separate light emitting diodes (LED's) that indicate:

<b>Power</b>	Red LED to verify power supply.
<b>LAN</b>	Red LED to indicate data activity over Ethernet communication.
<b>Video Out</b>	Video out female RCA style connector.
<b>RESET</b>	Manual reset to re-initialize communications.
<b>Service</b>	DB9 female service port for setup of communication board and also used for serial/dial up communication.

## FUNCTIONAL CAPABILITIES:

### Video Detection Modules:

Real Time Detection.

Each VIP board shall be capable of processing video signal of one camera. The video signal shall be analyzed in real time (30 frames per second for NTSC video format and 25 frames per second for PAL video format).

The system shall be expandable up to 12 cameras that may be connected to different VIP units and programmed independently.

The system shall be capable of displaying detectors on the video image with associated outputs. Outputs/Inputs status will be indicated on the screen. Selectable overlay items will also include the ability to view raw video without any verbiage and/or detectors for surveillance purposes.

Each VIP board will detect within the view of the connected camera the presence of vehicles in user-defined zones. Detectors available shall be presence, queue length, delay, extension, or pulse mode of either arrival or departure of vehicles. Delay and extension shall be defined between 0.1-99.9 seconds and pulse mode between 0-200ms in 33 ms increments if NTSC is used and in 40 ms increments if PAL is used.

Queue length detector thresholds can be programmed to generate an output when the queue length is exceeded. The system shall delay and/or extend an alarm when the user selected queue length threshold is exceeded for maximum up to 10 seconds.



Each VIP board shall also detect and collect within the view of the connected camera traffic data of passing vehicles in user-defined zones.

Collected traffic data by direction shall include:

- ❖ Volume (absolute numbers) per length of class per lane
- ❖ Average speed (km/h or mph) per length class and per lane.
- ❖ Average gap time (1/10 sec) per length class and per lane.
- ❖ Average headway (m or feet) per lane.
- ❖ Occupancy (%) per lane.
- ❖ Concentration (vehicles/km or mile) per lane
- ❖ Average length (m or feet) per lane
- ❖ Confidence level (0-10) per lane.

The VIP board shall be programmed without the use of a supervisor computer. A standard CCTV monitor and keypad plugged into the VIP serial port will facilitate detector programming.

The VIP board shall store up to 4 detector configurations. It shall be possible to switch between detector configurations manually or automatically by time of day.

Via the serial port, detector configurations can be uploaded to a laptop and stored on a disk.

Detectors may be linked to 24 outputs and 20 inputs using Boolean Logic features: AND, OR, NOT. It will be possible to generate conditional outputs based upon inputs from a controller in combination with the detector states. Output response time shall be less than 0.5 ms after activation of the detector.

It shall be possible to make a detector directional sensitive. Options will include an omnidirectional detector or a detector that only senses movement: from right to left, left to right, up to down or down to up as you look at the monitor.

To facilitate "fine tuning" of detection zones a maximum of 20 lines and a minimum of 4 lines may be adjusted within the confines of the detector.

All detectors and parameters can be changed without interrupting detection. For example: when one detector is modified all existing detectors continue to operate, including the one that is being modified. When the new position is confirmed, the new detector will enter a learning phase. Once the new detector is in function it will take over the job of the old one. In this way, the detector is always fully operational with no interruption on any detector, even during modification. Learning phases for new detectors shall not exceed 6 minutes.

Six detectors per camera may be used as queue length detectors. These detectors will detect and store data at user-defined intervals of 1, 2, 3, 5, 6, 10, 15, 30 & 60 minutes. It shall be possible for each VIP board to store up to 6713 intervals of data in non-volatile memory.

Four data detection zone per camera on a two camera VIP board may be used for collection of vehicle count, speed, classification, occupancy, density, headway and gap time.



Eight data detection zones may be used on a single camera VIP board. These detectors will detect and store traffic data at user-defined intervals of 1, 2, 3, 5, 6, 10, 15, 30 & 60 intervals of data in non-volatile memory.

Associated software may be used with a PC to download data and export to a spreadsheet. Software will also be used to upload/download detector configurations, traffic data, technical events, send software versions upgrades and do remote setup of detectors.

The VIP board shall have an internal clock with daylight saving time system, which can be enabled or disabled.

The VIP board shall provide overlaid tool tips for each individual menu and submenu-items.

The VIP board shall have an optional password implementation. Different user-levels shall be available each having different rights. A minimum of 10 users can be defined for each user-level.

The VIP board shall be able to delay or extend a detector zone output in combination with an input from the controller.

The VIP board shall detect wrong-way drivers and shall provide an alarm/event via communication board and/or output.

The VIP board shall provide an alarm and/or output when the user selected queue detection threshold of occupancy is exceeded for more than a user selected time thresholds.

The VIP shall be able to emulate loop emulation with user selectable loop dimensions.

#### ***VIDEO SYSTEM COMMUNICATION MODULE:***

The video system communication board shall control from 1 to 6 VIP boards allowing for 1 to 12 image sensors.

The video system communication board shall provide a serial or Ethernet interface and communication to provide traffic data and allow remote configuration from the Traffic Operations Center.

The LAN port shall meet IEEE 802.3 with a RJ-45 connector and meet the following specification:

- ❖ Data rates for Ethernet via LAN port: 10 Mbits/s

The serial communication port shall meet EIA-232-E and meet the following specifications:

- ❖ Dial up data rates for RS232 via Serial port: maximum 57600 bps
- ❖ Direct data rates for RS232 via Serial port: maximum 115200 bps



- ❖ Mode of operation: asynchronous, serial, 8 bit word, 1 stop bit, duplex or half-duplex
- ❖ Parity: none
- ❖ Handshake: RTS – CTS, DCD
- ❖ Configuration: DTE

The Communication shall support all functions of the video detection system.

All data transmissions shall be protected by CRC (cyclic redundancy checking) or an equivalent error detection method.

The communication board shall be programmed without the use of a supervisor computer. A standard CCTV monitor and keypad plugged into the communication serial port will facilitate board programming.

The communication shall support streaming video over Ethernet and serial communication.

- ❖ Streaming video frame rate:
  - Over Ethernet: 10 frames/second
  - Over Serial communication: guarantee of 1 frame/second

Password protected remote setup (configuration upload/download, setup of detectors and detection parameters, setup of communication board parameters, firmware updates for communication and VIP module) and monitoring of every connected VIP module shall be possible.

Dialup shall be possible through PSTN modems.

The communication board shall log data and events provided by the VIP module(s) and transmit data and events to the HOST computer.

RS485 communication to every VIP module shall be established via the edge connector.

The communication board shall be able to store on board pre-post video sequences of alarm triggered upon traffic user defined events. When connected to a HOST computer, the JPEG video sequences shall automatically be downloaded to the HOST computer.

The communication board shall be able to accept PAL or NTSC video format.

A (via Ethernet) connection with a standard Internet browser shall be possible to communicate with the communication board for remote set-up, monitoring and real time data of VIP modules.

Password protection shall be provided on the communication board for remote operations.



**IMAGE SENSOR CAMERA:**

The unit shall be a high resolution, 1/3" image format CCD camera, designed for professional video surveillance systems. Incorporating the latest CCD technology, the video camera shall provide detailed video without lag, image retention or geometric distortion. Camera shall have colored images.

Temperature Range	-20 to +50 degrees C
Humidity	5% to 95% relative, non-condensing
Dimensions	58mm x 66mm x 122mm
Weight	.45 kg
Camera mounting slots	1/4-20, top and bottom
Connectors	BNC for video out
Lens mount	CS
	Power-in/pressure screw
	Lens/4-square connector
Finish	Off-White semi-gloss polyurethane
Construction	All metal housing
Rated Input Voltage	12VDC or 24 VAC +/-10%@60Hz
Nominal Power	4 Watts
Imager	Interline transfer CCD 1/3" format
Imager spectral response	100% @ 550nm:
	30% @ 400nm and 800nm
Sync System	EIA RS-170
Active picture elements	768 H X 494 V
Horizontal Resolution	380 TVL
Sensitivity (3200 K)	<b>Usable Picture Full Video</b>
Scene Illumination	fc 0.01 0.048
	lx 0.12 0.48
Imager Illumination	fc 0.0024 0.010
	lx 0.024 0.10
<b>*F1.2 lens @ 89% highlight</b>	
Signal to noise ratio	50 dB minimum
AGC	21 dB, (max)
Electronic Shutter	1/60 to 1/600000 sec. (EIA)
Aperture Correction	Horizontal and Vertical symmetrical
Video Out	1.0 volts peak-to-peak +/-0.1 volt @ 75 Ohms
Programmable Controls Black	Video level, shutter, AGC, BLC, Auto



**IMAGE SENSOR LENS:**

The camera lens shall be a motorized vari-focal 6.5-39mm with auto iris.

Image Format	1/3 inch
Focal Length	6X zoom (6.5-39mm)
Iris Range	f 1.0-Approx. 1200
Back Focus Distance	10.05mm (0.4in) in air
Weight	500g
Size	60mm x 70mm x 89.9mm
Lens Mount	CS
Iris Control	DC or Video 4-pin square
Focus Control	Motorized
Zoom	Motorized

**IMAGE SENSOR HOUSING:**

The environmental housing shall be an aluminum enclosure designed for outdoor CCD camera installations.

Temperature range	-40 to +50 degrees C
Dimensions	449mm x97mm 112mm
Weight	1.4 kg
Housing Mounting	Three ¼-20 tapped holes
Camera Mounting	Removable cradle assembly
Cable Entry	Three liquid-tight fittings that will accept cable diameters of:
	One fitting – 2 to 7 mm
	Two fittings – 3 to 10 mm
Finish	Off-white semi-gloss polyurethane
Construction	Extruded aluminum housing,
	Aluminum rear end cap,
	Aluminum front cap with glass face plate, and aluminum cradle
	A sunshield shall be included
Window	3 mm thick glass that includes a thermostatically-controlled window heater/defogger strip
Rated Input Voltage	115 VAC 60 Hertz
Voltage Range	108 VAC to 132 VAC
Output Voltage	24 VAC 60 Hertz
Nominal Power	30 Watts
Enclosure Protection 4, IP65, enclosure Type 3	Waterproof and dust tight in a NEMA-



***SURGE PROTECTION:***

A video surge suppressor(s) shall be available for installation inside the traffic signal controller cabinet. The suppressor shall provide coaxial cable connection points to an EDCO CX06-BNCY or approved equal transient suppressor for each image sensor.

Peak Surge Current (8x20 us)	5KA
Technology	Hybrid, Solid State
Attenuation	0.1db @ 10Mhz
Response Time	<1 nanosecond
Protection	Line to Ground
Shield to Ground	(isolated shield modules)
Clamp Voltage	6 volts
Connectors	BNC
Impedance	75 Ohms
Temperature	-40 to +85 degrees C
Humidity	0 to 95% non-condensing
Dimensions	5.4" x 1.5" x 1.25"
UL Listed	UL 497B

***IMAGE SENSOR- MOUNTING BRACKETS:***

Mast Arm installations shall be mounted at a sufficient height to prevent occlusion from cross traffic between the stop bar and the mast arm on which the camera is installed. A six (6) foot maximum bracket for camera mounting above the mast arm shall be provided where called for on the plans. Camera shall be mounted to the top of the tube with the camera manufacturers recommended bracket. Camera bracket shall provide adjustments for both vertical and horizontal positioning for the camera. Camera attachments shall be designed to securely fasten the camera to prevent the extension tube from falling into the path of vehicles and/or becoming loose. Miscellaneous hardware shall be stainless steel or galvanized steel. The cameras and associated pole/arm attachment unit shall be designed to withstand a wind load of 90 MPH with a 30-second gust factor.

Luminaire Arm installations shall be installed on the luminaire arm, with the camera/video manufactures recommended brackets. Camera luminaire brackets shall provide adjustments for both vertical and horizontal positioning of the camera. Camera attachments shall be designed to securely fasten the camera to the luminaire arm. Miscellaneous hardware shall be stainless steel or galvanized steel. The cameras and associated pole/arm attachment unit shall be designed to withstand a wind load of 90 MPH with a 30-second gust factor.

***IMAGE SENSOR-CABLE (COAXIAL & POWER):***

Coaxial & power cable (Siamese) shall be installed in conduits or overhead as indicated in the plans. Coaxial cable shall be suitable for exterior use and direct sunlight. Power cable will have a minimum of 5 conductors.



Coaxial cable will be terminated in the surge suppressor before being connected directly to VIP boards.

Power cable will be terminated into a fuse panel provided by the manufacturer and connected to 120 VAC in the controller cabinet.

Description of cable: Composite, 6 conductors, 2 elements: 18 AWG 5 conductors 7/26 bare copper, 0.016" polyethylene, 20 AWG 1 conductor, solid bare copper, .056" foam polyethylene jacket black, overall 0.030" PVC jacket black.

	<b>ELEMENT 1</b>	<b>ELEMENT 2</b>
Conductors/Pair Count	5 conductors	1 conductor
Gauge & Stranding	18 AWG 7/26 BC	20 AWG Solid BC
Primary Insulation Type	Polyethylene	Foam PE
Insulation Thickness	0.016"	0.056"
Color Code	White, Red, Blue, Black, Brown	Natural
Shield	N/A	N/A
Tape	N/A	N/A
Drain Wire:	N/A	N/A
Braid:	N/A	95% BC
Capacitance	N/A	N/A
Print Legend	N/A	N/A
Jacket Type	N/A	Polyethylene
Jacket Color	N/A	Black
Jacket Thickness	N/A	0.035"
Nominal OD	N/A	0.242"

**Overall Assembly Wire**

Jacket Thickness	0.030"
Jacket Color	Black
Jacket Material	PVC
Ripcord	Yes
Nominal OD	0.512"
Voltage Rating	600 V
Temperature Rating	75C
UL Type or Style	N/A
Print Legend	TBD
Packaging	TBA
Copper Weight	39.87 LBS/MFT
Shipping Weight	100 LBS/MFT



**INSTALLATION & TRAINING:**

The product supplier of the video detection system shall supervise the installation and the testing of the video equipment. A factory certified representative from the manufacturer shall be on-site during installation. The factory representative shall install, make fully operational, and test the system as indicated on the intersection drawings and this specification.

Two days of training shall be provided to personnel of the contracting agency in the operation, setup, and maintenance of the video detection system. Instruction and materials shall be produced for a maximum of 10 persons and shall be conducted at a location selected by the contracting agency. The contracting agency shall be responsible for travel, room and board expenses for its own personnel.

**WARRANTY:**

The video detection system shall be warranted against manufacturing defects in materials and workmanship for a period of two years from the date of shipment. The video detection supplier shall provide all documentation necessary to maintain and operate the system.

**MEASUREMENT:**

Video Detection System shall be measured as a unit lump sum including all materials specified on the signal plans and herein, labor, tools and equipment necessary for installation of video detection system complete in place.

**475-6 WIRELESS SIGNAL SYSTEM:**

The Wireless and hardwired network equipment to be utilized on this project shall be manufactured by Cisco Systems and the Ethernet switch manufactured by Naztec. The part numbers, equipment quantities, configuration, and locations are as described in the plans and the special provisions. It is the responsibility of the contractor to verify the configuration of the networking equipment to meet the objectives of this project. All connectors, wiring, patch cables, and other equipment needed to provide a fully functional system will be supplied by the Contractor.

The wireless communications equipment required for this project will only be provided and installed at the intersection of Whyman Avenue and Avondale Boulevard. Prior to the installation of any of the communications equipment the contractor shall contact Gus Woodman with the City of Avondale. The wireless communications equipment to be purchased and installed for each intersection will be comprised of all items listed on the following equipment list:



**CISCO EQUIPMENT LIST FOR INTERSECTION CONFIGURATION TYPE “C1”**

<b>Cisco C3230 - Cisco lead time: CBR (currently being revised)</b>		
C3230TP-3WMIC-K9	C3230 w/3 WMICs, Thermal Plates, Enclosure Assembly	4
C3201WMIC-TPAK9	WMIC for N. America w/Thermal Plates	4
C3201WMIC-TPAK9	WMIC for N. America w/Thermal Plates	4
C3201WMIC-TPAK9	WMIC for N. America w/Thermal Plates	4
C3231MARC-TP	3231 MARC w/Thermal Plates	4
S325AESK9-12308YD	Cisco 3250 Series IOS ADVANCED ENTERPRISE SERVICES	4
C3201FESMIC-TP	FESMIC with Thermal Plates	4
C3201SMIC-TP	SMIC with Thermal Plates	4
S3201W7K9-12215JK	Cisco 3201 Series IOS WIRELESS LAN	4
S3201W7K9-12215JK	Cisco 3201 Series IOS WIRELESS LAN	4
S3201W7K9-12215JK	Cisco 3201 Series IOS WIRELESS LAN	4
C3230ASY-KIT	3200 Series Enclosure Assembly Kit	4
<b>Cisco Wireless Components – Cisco lead time: 11-14 days</b>		
AIR-ANT2506	2.4 GHz, 5.2 dBi Mast Mount Omni Ant w/RP-TNC Connector	4
AIR-ANT1949	2.4 GHz, 13.5 dBi Yagi Mast Mount Ant. w/ RP-TNC Connector	8
Times Microwave LMR-400-DB	100 ft. ULTRA LOW LOSS CABLE ASSEMBLY W/RP-TNC CONNECTORS	6
EZ-400-TF-RP and EZ-400-TM-RP	2.4 and 5 GHz Lightning Arrestor, RP-TNC Connector	12
AIR-ACC2662	Antenna Mount for use with ANT1949 EVDO modem for MAR and antenna for 1 intersection only	8
50248-2000	Naztec –Cisco Hardened Ethernet switch	2

All wireless equipment shall be delivered to City of Avondale for configuration and painting if necessary prior to installation.

Wireless components consisting of antennae and antennae cable shall be provided and installed by the contractor as directed by the City of Avondale.

All Cisco Router Equipment (C3200 series) shall be provided by the contractor and installed by the City of Avondale.

**WIRELESS SIGNAL SYSTEM CONDUCTORS:**

Wireless conductors shall be provided per Cisco Systems specifications. The contractor shall provide and install communication conductors. Communication conductors shall extend from



the antennas through conduit runs identified on the plans and terminate at the signal controller. Conductor connections to the controller and antennas will be made by the City of Avondale or their designated representative.

**476-1 SIGNAL INDICATIONS AND HEADS:**

The Contractor is responsible for installing signal heads. All signal heads and indications shall be provided per Avondale requirements. All new red, yellow, and green signal indications shall conform to "LED" technology and meet 2005 ITE specifications.

The City of Avondale shall provide all LED Signals.

**476-2 PEDESTRIAN SIGNAL INDICATIONS AND HEADS:**

The Contractor is responsible for installing pedestrian signal heads. Pedestrian signal indications shall be solid man/hand side-by-side style and shall conform to "LED" technology and shall be count down - type.

The City of Avondale shall provide all Pedestrian Signals.

**476-3 ADA PEDESTRIAN PUSH BUTTON DETECTORS:**

The Contractor is responsible for providing pedestrian push buttons that shall be Polara type Bulldogs. The contractor is responsible for installing the buttons in accordance with ADOT T.S. 4-21 and R10-3e pedestrian push button signing on housing.

**476-6 MOUNTING ASSEMBLIES:**

The City of Avondale is responsible for providing the mounting assemblies specified on the plans. The Contractor shall be responsible for installing the assemblies.

**477 LUMINAIRES AND ILLUMINATED STREET NAME SIGNS:**

The Contractor is responsible for providing and installing the luminaires and illuminated street name signs (ISNS) as specified on the signal plans. Luminaires shall be delivered to the City of Avondale for any needed modifications prior to installation. These can be delivered with the video detection equipment.

Luminaires and ISNS shall have in-line fuses for each in pull boxes. Fuse amperage to be 15 amps.

Luminaires and ISNS shall not have photocells. Photocell shall be provided in the service (meter) pedestal. Luminaires shall have photocell plug with shorting cap.

Luminaire and ISNS wiring shall run continuous from main pull box to service pedestal, no splices in controller cabinet.



**Illuminated Street Name Signs:**

The Contractor is responsible for providing and installing Double Face Internally Illuminated Street Name Signs as specified in the plans and in accordance with these special provisions.

Sign face shall be 3M diamond grade sheeting background with 3M anti-graffiti film applied and City logo. Sign lettering shall be 12" Clear View Font with 6" block numbers.

The Contractor is responsible for obtaining the manufacturer and installation specifications from the City of Avondale. The new street name signs shall be 4' x 10' and shall be mounted as specified in the signal plans.

The Contractor is responsible for providing shop-drawing submittals to the City of Avondale and obtaining the City's approval prior to ordering.

**478-1 ELECTRICAL CONDUCTORS (FOR SIGNALS AND LIGHTING):**

Conductors (for signals and lighting), measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for the work related to wiring as specified in the plans and for ancillary items.

IMSA 19-1 conductors shall be stranded #14 AWG.

Where IMSA 19-1 conductors are specified on the plans shall be run (1 each) from the cabinet to the bottom signal on signal pole (4 runs total).

The wiring from the bottom signal head to each mast arm signal head shall be stranded #14 THW, colors to match conductor schedule. The ends of these wires shall have electrical spades crimped on the ends for connection to signal head.

All electrical connections in pull boxes shall be wrapped with rubber tape and dipped in Skotchkote per ADOT specifications.

**900-1 MISCELLANEOUS REIMBURSIBLES:**

The Allowance set forth for MISCELLANEOUS REIMBURSIBLES: of this contract shall not exceed ten thousand dollars (\$10,000) dollars collectively as described hereinafter:

The City will pay, based on time and material invoices, an amount not to exceed ten thousand dollars (\$10,000) for furnishing all labor, material and equipment for any item of work not covered by the contract plans and documents due to unforeseen field conditions but identified during the construction phase as necessary to complete the project. Such items of work include but not limited to excavating and replacing of unsuitable material, additional testing, additional pot holing, utility repair/relocation, etc. No work shall be performed under this item unless it is authorized, in writing, by the Engineer or his authorized representatives.



**950-1 RESTORATION OF EXISTING LANDSCAPING:**

**Description:**

The work under this item shall consist of furnishing all labor, equipment, and materials for repair of existing landscape irrigation and/or replacement of plants in areas affected by the related construction operations related to the scope of work and installing of the new traffic signal system.

**Material Requirements:**

The contractor shall contact the City of Avondale to ascertain the grade and requirements for the irrigation system and/or parts to be used and installed.

The contractor shall contact the City of Avondale to ascertain the type, grade and size of plants to be used and reinstalled in the construction areas.

**Construction Requirements:**

The contractor shall replace the ground cover – granite material (rock mulch) so as to match the same color and in size and depth as the existing ground cover material.

**Method of Measurement:**

Measurement for Restoration of Existing Landscaping shall be measured as a unit lump sum basis including all labor, tools, equipment, and materials required to restore the existing landscaping as specified herein and/or as directed by the Engineer.

**Basis of Payment:**

Payment for Restoration of Existing Landscaping, measured as provided above, will be paid at the contract lump sum price designated in the bidding schedule.

No measurement or direct payment will be made for the removal and disposal of trash, debris, or damaged and removed existing items affected by the related construction operations. The cost being included in the lump sum bid price this item.



**EXHIBIT B  
CONTRACTOR EXCEPTIONS  
TO SPECIFICATIONS**

**Engineering Department**  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

Solicitation Number: ST1128

**Bidders are to indicate below any exceptions they have taken to the Specifications:**

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**Attach a copy of your Contractor's License to your bid submittal. - ATTACHED**

**Attach a copy of your Business License to your bid submittal. - ATTACHED**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No  \_\_\_\_\_.

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)

KIMBRELL ELECTRIC INC  
7593 N 73RD DRIVE  
GLENDALE AZ 85303

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT  
KIMBRELL ELECTRIC INC



CONTRACTORS LICENSE NO. ROC089117 CLASS A-17  
ELECTRICAL & TRANSMISSION LINE  
S  
COMMERCIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*Fidelis V. Garcia*  
ACTING DIRECTOR

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)]
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- 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)

KIMBRELL ELECTRIC INC  
7593 N 73RD DRIVE  
GLENDALE AZ 85303

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

KIMBRELL ELECTRIC INC



CONTRACTORS LICENSE NO. ROC089119 CLASS C-11  
ELECTRICAL

RESIDENTIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*Fidelis V. Garcia*  
ACTING DIRECTOR

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)

KIMBRELL ELECTRIC INC  
7593 N 73RD DRIVE  
GLENDALE AZ 85303

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

KIMBRELL ELECTRIC INC



CONTRACTORS LICENSE NO. ROC089118 CLASS L-11  
ELECTRICAL

COMMERCIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*Fidelis V. Garcia*  
ACTING DIRECTOR

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)

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



CORP



LICENSE EFFECTIVE THROUGH: APR 2008  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT  
KIMBRELL ELECTRIC INC

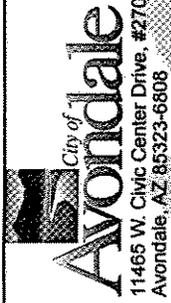
KIMBRELL ELECTRIC INC  
7593 N 73RD DR  
GLENDALE AZ 85303

CONTRACTORS LICENSE NO. ROC174015 CLASS AE -  
ROADWAY SPECIALTIES

COMMERCIAL ONLY

*Federico V. Garcia*  
ACTING DIRECTOR

THIS CARD MUST BE  
PRESENTED UPON DEMAND



11465 W. Civic Center Drive, #270  
Avondale, AZ 85323-6806

LICENSE NO: 10260

THIS NONTRANSFERABLE PRIVILEGE TAX/BUSINESS LICENSE IS ISSUED IN ACCORDANCE WITH THE CITY OF AVONDALE TAX CODE AND IS VALID ONLY WHILE OPERATING UNDER THE HEREIN SPECIFIED NAME AND LOCATION UNTIL EXPIRATION DATE. BUSINESS ACTIVITY MUST BE CONDUCTED IN COMPLIANCE WITH ALL BUILDING, FIRE AND ZONING CODES.

BUSINESS NAME: KIMBRELL ELECTRIC, INC.

EXPIRES: 12/31/07

BUSINESS LOCATION: LOCATION OUTSIDE AVONDALE

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

KIMBRELL ELECTRIC, INC.  
7593 NORTH 73RD DRIVE  
GLENDALE, AZ 85303

ISSUED BY: Kevin H. Artz  
City of Avondale  
11465 W Civic Center Dr. #270  
Avondale, AZ. 85323



# EXHIBIT C PRICE SHEET

Solicitation Number: ST1128

**Engineering Department**  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
105-1	Construction Survey & As Built Plan Preparation	1	LS	2,944.00	\$2,944.00
107-1	Community Relations	Allowance		5,000.00	\$5,000.00
109-1	**Mobilization / Demobilization	1	LS	1,766.40	\$1,766.40
340-1	Concrete (Sidewalk) Apron	178	SF	30.00	\$5,340.00
350-1	Remove and Salvage Signing	3	EA	58.90	\$176.70
350-3	Obliterate of Pavement Marking	1409	LF	1.47	\$2,071.23
351-1	Relocate Sign on New Post & Anchor	1	EA	618.24	\$618.24
351-2	Remove and Salvage Post	1	EA	58.90	\$58.90
351-3	Remove and Salvage Streetlights	3	EA	323.85	\$971.55
462-1	Furnish & Install White "Thermoplastic" Striping (4" Equivalent)	3147	LF	1.47	\$4,626.09
462-2	Furnish & Install Yellow "Thermoplastic" Striping (4" Equivalent)	236	LF	1.47	\$346.92
462-3	Thermoplastic Left Turn Arrow	3	EA	182.55	\$547.65
464-1	W32-1AZ (Traffic Control Change) Post & Anchors	52	LF	35.35	\$1,838.20
471-1	Install #7 Pull Box	3	EA	677.15	\$2,031.45
471-2	Install #7 Pull Box (Battery Vault) & Batteries	1	EA	736.00	\$736.00
471-3	Install #7 w/ Extension Pull Box	1	EA	794.85	\$794.85
471-4	Furnish & Install Schedule 40 PVC Electrical Service Conduit (2-1/2") Trenching	15	LF	28.25	\$423.75
471-5	Furnish & Install Schedule 80 PVC Electrical Service Conduit (4") Trenching	66	LF	21.80	\$1,438.80
471-6	Furnish & Install Schedule 80 PVC Electrical Service Conduit (2-4") Boring	395	LF	84.80	\$33,496.00
472-1	Construct Trombone Style Pole Foundation, Type Q	2	EA	6,123.50	\$12,247.00
472-2	Construct Trombone Style Pole Foundation, Type R	2	EA	6,123.50	\$12,247.00
474-1	Install "Type Q" Trombone Style Signal Pole w/40' Signal Mast Arm w/ 15' Luminaire Mast Arm	1	EA	5,978.30	\$5,978.30



# EXHIBIT C PRICE SHEET

Solicitation Number: ST1128

**Engineering Department**  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
474-2	Install "Type Q" Trombone Style Signal Pole w/35' Signal Mast Arm w/ 15' Luminaire Mast Arm	1	EA	5,672.75	\$5,672.75
474-3	Install "Type R" Trombone Style Signal Pole w/45' Signal Mast Arm w/ 15' Luminaire Mast Arm	1	EA	6,284.00	\$6,284.00
474-4	Install "Type R" Trombone Style Signal Pole w/55' Signal Mast Arm w/ 15' Luminaire Mast Arm	1	EA	6,895.00	\$6,895.00
475-1	Furnish & Install Traffic Signal Controller, Controller Cabinet, Foundation, and UPS Battery Backup System	1	EA	28,940.70	\$28,940.70
475-2	Furnish & Install Meter Pedestal Cabinet and Foundation	1	EA	3,921.85	\$3,921.85
475-4	Furnish & Install Emergency Pre-Emption System (4 Detectors)	1	LS	8,921.50	\$8,921.50
475-51	Furnish & Install Video Detection System (4 Cameras)	1	LS	27,174.00	\$27,174.00
475-52	Furnish and Install Video Detection Vertical Extension Mount	1	EA	647.95	\$647.95
475-61	Furnish Wireless Interconnect System	1	EA	47,393.00	\$47,393.00
475-62	Furnish & Install Wireless Interconnect Conductors	1	EA	4,710.00	\$4,710.00
476-1	Install Type "F" (Red/Yellow/Green) LED Signal Heads	17	EA	710.00	\$12,070.00
476-2	Install Man/Hand LED Pedestrian Heads with Countdown	8	EA	621.60	\$4,972.80
476-31	Furnish & Install ADA Pedestrian Push Button Signs	8	EA	26.85	\$214.80
476-32	Furnish & Install R10-3b(L) Pedestrian Push Button Signs	4	EA	267.20	\$1,068.80
476-33	Furnish & Install R10-3b(R) Pedestrian Push Button Signs	4	EA	267.20	\$1,068.80
476-6	Install Type "VII" Mounting Brackets	8	EA	328.30	\$2,626.40
477-1	Furnish & Install 250 W (240 Volt) Shoebox-Style Luminaire	4	EA	443.85	\$1,775.40
477-2	Furnish & Install Internally Illuminated Street Name Signs & Mounting Brackets	4	EA	7,187.85	\$28,751.40
478-1	Furnish & Install Electrical Conductors	1	LS	24,230.00	\$24,230.00
900-1	Miscellaneous Reimbursable (NOT TO EXCEED)	Allowance	FA	10,000.00	\$10,000.00
950-1	Restoration of Existing Landscaping	1	LS	2,500.00	\$2,500.00

\* These line items have been added to  
 \* this bid schedule by Kimbrell Electric  
 \* per Directions of Mary Rogers. 5/24/07  
 731527.1

Initial JIL  
 Initial JIL  
 Initial JIL

**Sub-Total** \$325,538.18  
**Sales Tax (.05395)** \$17,562.78  
**Total** \$343,100.96



**EXHIBIT D  
BID BOND**

Engineering Department  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

Solicitation Number: ST1128

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, KIMBRELL ELECTRIC, INC.  
(hereinafter called Principal), as Principal, and Hartford Fire Insurance Company  
a corporation organized and existing under the laws of  
the State of Connecticut with its principal office in the City of  
Hartford (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, Ten Percent of Amount Bid (Dollars) (\$ 10%) 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 A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: Sol. No. ST1128. Traffic Signal  
at the Intersection of Avondale Boulevard & Whyman Avenue.

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 Section 34-201, Arizona Revised  
Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the  
extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys'  
fees as may be fixed by a judge of the Court.

Witness our hands this 23rd day of May 2007

KIMBRELL ELECTRIC, INC.  
Principal Seal

BY: 

Hartford Fire Insurance Company  
Surety Seal

BY:  John M. Pearson Attorney-in-Fact

VALLEY BONDING  
Agency of Record  
498 W. Hazelwood St., Phoenix, AZ 85013

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
BOND, T-4  
690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115  
call: 888-266-3488 or fax: 860-757-5835  
Agency Code 59-307011

KNOW ALL PERSONS BY THESE PRESENTS THAT:

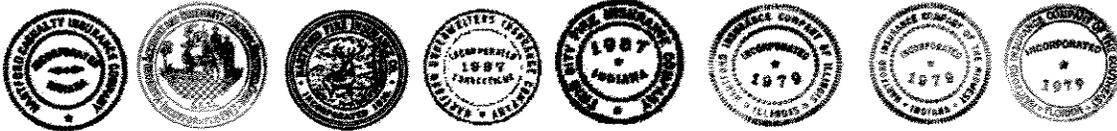
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*John M. Pearson*  
of  
*Phoenix, AZ*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*David T. Akers*

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



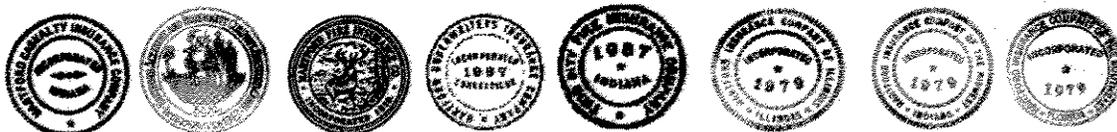
CERTIFICATE

*Scott E. Pascka*

Scott E. Pascka  
Notary Public  
My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 23, 2007.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



# EXHIBIT E PERFORMANCE BOND

Solicitation Number: ST1128

**Engineering Department**  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

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  
COA FORM 02-03



# EXHIBIT F PAYMENT BOND

Solicitation Number: ST1128

**Engineering Department**  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

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

COA FORM 02-04



# EXHIBIT G REFERENCES

Solicitation Number: ST1128

Engineering Department  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

PHINTECH

HEADQUARTERS

1. Company: SUNDT CONSTRUCTION  
Contact: HEDDY BAGHADOOR  
Address: 2630 SOUTH 20TH PLACE  
PHOENIX, AZ 85034  
Phone: (602) 252-5881
2. Company: VALLEY RAIN CONSTRUCTION  
Contact: WAYNE ROGERS  
Address: 1614 E. CURRY RD.  
TEMPE AZ 85282  
Phone: (480) 894-2835
3. Company: PERINI BUILDING CO.  
Contact: KEN SCHACHERBAUER  
Address: 360 E. CORONADO RD.  
PHOENIX, AZ 85004  
Phone: (602) 256-6777



**EXHIBIT H**  
**ADDENDA ACKNOWLEDGEMENT**

Solicitation Number: ST1128

**Engineering Department**  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone: (623) 333-4200  
Fax: (623) 333-0420

CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED

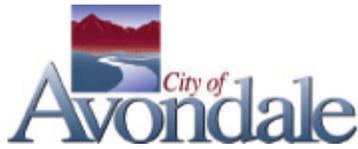
KIMBELL ELECTRIC, INC., affirms that the following ADDENDA have been received  
(Name of Contractor)  
and that the information contained in the ADDENDA has been incorporated in formulating the Vendor Offer.

[Signature], MAY 24, 2007  
Signed for the Contractor Date

ADDENDA RECEIVED:

1. N/A, dated \_\_\_\_\_, 2007.
2. \_\_\_\_\_, dated \_\_\_\_\_, 2007.
3. \_\_\_\_\_, dated \_\_\_\_\_, 2007.
4. \_\_\_\_\_, dated \_\_\_\_\_, 2007.
5. \_\_\_\_\_, dated \_\_\_\_\_, 2007.

(Add others as needed, identified in the same format)



# CITY COUNCIL REPORT

**SUBJECT:**  
Resolution 2655-607 - Intergovernmental Agreement -  
Ak-Chin Indian Community

**MEETING DATE:**  
June 4, 2007

**TO:** Mayor and Council  
**FROM:** Janeen Gaskins, Grants Administrator (623)333-1025  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To request that Council approve an Intergovernmental Agreement with the Ak-Chin Indian Community for funds in the amount of \$200,000 to purchase a heavy-duty brush truck.

**BACKGROUND:**

The passage of Proposition 202 by the voters of Arizona in November 2002 allowed for new gaming compacts to be negotiated between the State and the 15 Arizona tribes. An important provision of Proposition 202 was the sharing of gaming revenues with the State. Proposition 202 allows an Indian tribe to retain and distribute twelve percent (12%) of its total annual contribution of gaming revenues for "Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development".

The Ak-Chin Indian Community's policy is to limit the distribution of their revenues to nearby cities, towns and counties, including the City of Avondale. Ak Chin Indian Community has identified several areas of priority funding including public safety, transportation facilities, healthcare services, economic development and education. It is also the Ak-Chin Indian Community policy that Councils of cities requesting funds submit a resolution of support for the grant proposal.

**DISCUSSION:**

On January 16, 2007 the City Council approved a resolution authorizing the Avondale Fire Department to submit an application for the Ak-Chin grant. Avondale Fire-Rescue was awarded grant funding from the Ak-Chin Indian Community's State Shared Revenue Program to acquire a Type 3 Engine to respond as an integral part of Avondale Fire-Rescue's Wildland Team, not only to local incidents but as a part of the statewide wildland response system. The total cost of the vehicle, including equipment, is estimated to be \$325,000. The grant proposal was accepted by the Ak-Chin Indian community. The grant award is \$200,000 which will be matched by \$125,000 from the City. There may also be an opportunity to partner with Phoenix International Raceway to contribute funding to offset the cost of equipment for the vehicle since the vehicle would be ideally suited due to its maneuverability and firefighting capabilities for operations at PIR during NASCAR events.

**BUDGETARY IMPACT:**

The match requirement for this grant is \$125,000. This funding will come from the Fire Department Budget.

**RECOMENDATION:**

Staff recommends that the City Council approve an Intergovernmental Agreement between the City of Avondale and the Ak-Chin Indian Community for funds to purchase a heavy-duty brush truck.

**ATTACHMENTS:**

[Click to download](#)



**RESOLUTION NO. 2655-607**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE AK-CHIN INDIAN COMMUNITY AND AUTHORIZING THE EXPENDITURE OF SUPPLEMENTAL FUNDS RELATED THERETO.

**WHEREAS**, on January 16, 2007, the Council of the City of Avondale (the “City Council”) passed and adopted Resolution 2621-107 authorizing the submittal of an application to the Ak-Chin Indian Community (the “Community”) for project funding relating to the purchase of additional fire-fighting equipment for the protection of Arizona residents (the “Grant”); and

**WHEREAS**, the City Council desires to authorize (i) the acceptance of the Grant, (ii) enter into an intergovernmental agreement with the Community relating to the administration of the Grant and (iii) expenditure of supplemental funds towards the purchase additional fire-fighting apparatus.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That acceptance of the Grant totaling \$200,000.00 for the purchase of additional fire fighting equipment is hereby authorized.

SECTION 2. That the expenditure of \$125,000.00 in supplemental funds is hereby authorized and officially designated to be used in conjunction with the Grant.

SECTION 3. That the intergovernmental agreement between the City of Avondale and the Community with respect to the Grant is hereby approved in the form attached hereto as Exhibit A.

SECTION 4. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, June 4, 2007.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2655-607

[Intergovernmental Agreement]

See following pages.

**Intergovernmental Agreement  
Between  
Ak-Chin Indian Community  
and  
City of Avondale**

This Intergovernmental Agreement (“Agreement”) is entered into as of \_\_\_\_\_ 2007, by and between the Ak-Chin Indian Community (the “Community”), a federally recognized Indian tribe having its principal place of business at 42507 W. Peters and Nall Road, Maricopa, Arizona 85239, and the City of Avondale (the “Grantee”), a city incorporated pursuant to the laws of the State of Arizona having its principal place of business at 11465 W. Civic Center Drive, Suite 220, Avondale, Arizona 85323.

**WHEREAS**, pursuant to the Articles of Association of the Ak-Chin Indian Community, Article VIII, Section 1(a), the Community is authorized to negotiate and enter into agreements with, among other entities, local governments and other corporations, associations, and partnerships; and

**WHEREAS**, pursuant to Article I, Section 3 of the Avondale City Charter, the Grantee is authorized to enter into agreements, such as this Agreement, and accept grant funding thereunder; and

**WHEREAS**, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona (the “Compact”), in exchange for substantial exclusivity covenants by the State, the Community did agree to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

**WHEREAS**, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution (the “12% Contribution”) directly to cities, towns, or counties of the Community’s choosing, for services that benefit the general public; and

**WHEREAS**, the Grantee submitted the Application (as defined below) to the Community for a Grant (as defined below); and

**WHEREAS**, the Community desires to award a Grant to the Grantee for the exclusive purpose of the Project (as defined below), which the Grantee wishes to accept.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Community hereby agrees to make, and the Grantee agrees to accept, a Grant subject to the following terms and conditions:

## **ARTICLE I - GENERAL PROVISIONS**

1.1 Contents of Agreement. The agreement between the parties will consist of this Agreement and the Application, including any materials attached to or included with the Application, which the Grantee submitted to the Community for consideration in awarding this Grant. The Application, and any attached materials, is attached hereto as Exhibit A and incorporated into this Agreement by this reference.

1.2 General Definitions. Unless otherwise provided herein, when used in this Agreement:

- (a) “Application” means the completed Ak-Chin Indian Community Grant Cover Sheet and accompanying narrative, including any other materials submitted by the Grantee in support of its application for a Grant from the Community.
- (b) “Grant” means funding awarded by the Community as a part of the Community’s 12% Contribution.
- (c) “Project” means the project proposed and described by the Grantee in its Application.

## **ARTICLE II - TERM**

The term of this Agreement (the “Term”) will commence upon the date this Agreement is fully executed by all parties (the “Execution Date”) and, unless otherwise terminated in accordance with the Article VIII below, will expire on occurrence of the first of either: (a) one calendar year from the Execution Date ; or (b) if the Project’s proposed timeline is less than one calendar year, the date upon which the Community receives the Grantee’s final report, as described more fully in Article X below.

## **ARTICLE III - SCOPE**

The Grantee has overall responsibility for the timely completion of the Project proposed in the Application in accordance with the terms and conditions set forth in this Agreement. Pursuant to the Application, which is incorporated into this Agreement in Article I, Section 1.1, the Grantee shall use the Grant to purchase a Wildfire Fire Truck (Type 3), which will be used to combat wildfires in all areas of the State.

## **ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS**

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the amount of \$200,000.00.

4.2 The Grantee will use the Grant exclusively for Project purposes, including costs attributable and arising from the Project, that are necessary to fulfill the Grantee's obligations under this Agreement.

4.3 The Grant made under this Agreement has been awarded in reliance upon the Grantee's proposal in the Application. Any material change in the cost, scope, or substance of the Project must have the prior written approval of the Community, which may be given in the form of a Community Resolution approving a change to the Project scope. The Community reserves the right to terminate this Agreement, pursuant to Article VIII, if the Grantee fails to fulfill its obligations under this Agreement or if the Project changes in a material way.

4.4 Title to any property, both real and personal, purchased with this Grant shall be taken in the name of the Grantee; provided that, if the Grantee fails to fulfill its obligations under this Agreement during the Term of the Agreement, the property shall be returned to the Community for contribution to another eligible recipient. At the conclusion of the Term, the Community will not retain any rights or interests in any property purchased with this Grant.

4.5 Unless otherwise stipulated in writing, this Grant is made with the understanding that Community has no other obligation to provide the Grantee with other funding or support in addition to the amount granted in Section 4.1 herein.

#### **ARTICLE V - DISBURSEMENT OF GRANT**

Upon the Community's receipt of a fully executed copy of this Agreement, the Community will arrange to issue the to the Grantee Grant funding in the amount set forth in Article IV, Section 4.1. The Grant funding will be sent certified mail to the Grantee at the address provided in Article XI, Section 11.2, below.

#### **ARTICLE VI - REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS**

By executing this Agreement, the Grantee represents and warrants that:

- (a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Grantee have been fully adopted, passed, or enacted by the Grantee's governing body;
- (b) This Agreement is valid and legally binding upon the Grantee and has been executed and delivered by the Grantee in such manner and form as to comply with all laws applicable to the Grantee.
- (c) The representations, statements, and other matters contained in the Application are true and complete and not misleading in any respect. The

Grantee is aware of no change that would require any modification to the approved Application as of the date of execution of this Agreement.

(d) The Grantee acknowledges that nothing contained in this Agreement, nor any act of the Community or the Grantee, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship.

## **ARTICLE VII - DEFAULTS AND REMEDIES**

7.1 The Grantee will be considered in default if the Grantee: (a) uses Grant funds for any purpose other than activities related to the Project; or (b) fails to perform the obligations agreed to in this Agreement.

7.2 If the Community has reason to believe that the Grantee has defaulted on any obligations under this Agreement, the Community will issue a Notice of Default ("Default Notice"). No later than thirty (30) days after receipt of the Default Notice, the Grantee shall deliver all reports, records, and accountings sufficiently necessary to provide the Community with the current status of the Project and Grant funding.

7.3 Upon the occurrence of any default, the Community may take appropriate action to recapture the Grant funding. For purposes of this Section, "appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, temporary or permanent injunctions, and (c) and any other available remedy.

7.4 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on its obligations under this Agreement. Prior to terminating the Agreement, the Community will provide written Notice of Default to the Grantee and the Grantee has thirty (30) calendar days to either: (a) commence performing under the Agreement, which must be proven through documentation showing progress; or (b) provide the Community with reports and other evidence refuting the allegation of default. If the Grantee does not provide evidence of progress to the Community's satisfaction, the Community may move forward with terminating this Agreement. If this Agreement is terminated by the Community, the Grantee shall return all Grant funding and any property purchased with the Grant funding.

7.5 The Ak-Chin Indian Community Courts shall have jurisdiction over disputes arising under this Agreement.

## **ARTICLE VIII - TERMINATION OF AGREEMENT**

8.1 The Grantee may terminate this Agreement at any time during the Term by providing thirty (30) calendar days' written notice to the Community and returning **ALL** Grant funding to the Community.

8.2 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on its obligations pursuant to Article VII herein.

8.3 The Community's rights and remedies will survive termination of the Agreement.

#### **ARTICLE IX - CERTIFICATIONS BY GRANTEE**

In signing this Agreement, the Grantee certifies that:

- (a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and
- (b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and
- (c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

#### **ARTICLE X - REPORTS**

10.1 During the term of this Agreement, the Grantee must submit progress reports that summarize both expenditures made and progress of the Program no later than thirty (30) days after:

- (a) The first six (6) months of the Term; and
- (b) Completion of the Project or end of the Agreement Term, whichever occurs first.

10.2 Upon request by the Community, the Grantee shall provide promptly such additional information, reports, and documents as the Community may request.

#### **ARTICLE XI - MISCELLANEOUS**

11.1 All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing.

11.2 Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

If to the Community:	
PRIMARY ADDRESS	Ak-Chin Indian Community c/o Clarissa Mike 42507 W. Peters and Nall Rd. Maricopa, AZ 85239
CC:	Strickland & Strickland, P.C. c/o Amy Courson 4400 E. Broadway, Suite 700 Tucson, Arizona 85711

If to the Grantee:	
PRIMARY ADDRESS	Charles P. McClendon, City Manager 11465 W. Civic Center Drive, Suite 220 Avondale Arizona 85323.
CC:	Janeen Gaskins, Grants Administrator 11465 W. Civic Center Drive, Suite 220 Avondale, Arizona 85323
CC:	Andrew J. McGuire, Esq. Gust Rosenfeld, P.L.C. 201 East Washington Street, Suite 801 Phoenix, Arizona 85004

11.3 This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the Community.

11.4 No delay or omission of the Community in exercising any right or remedy available under this Agreement will impair any such right or remedy, or constitute a waiver of any default, or an acquiescence thereto.

11.5 The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.



The undersigned attorney acknowledges that she has reviewed the above Agreement on behalf of the AK-CHIN INDIAN COMMUNITY, and has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the Articles of Association of the Ak-Chin Indian Community, Article VIII, Section 1(a). This acknowledgement shall not constitute nor be construed as a waiver of the Sovereign Immunity of the Ak-Chin Indian Community.

---

William E. Strickland, Jr., General Counsel      Date  
Ak-Chin Indian Community

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF AVONDALE and (ii) as to the City of Avondale only, he has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

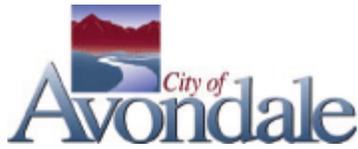
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Andrew J. McGuire, City Attorney      Date

**Exhibit A  
To  
Intergovernmental Agreement  
Between  
Ak-Chin Indian Community  
and  
City of Avondale**

**[Application]**

**See following pages.**



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2654-607 Authorizing an Application to the Arizona Department of Water Resources Requesting an Amended Designation of our Existing Assured Water Supply

**MEETING DATE:**

June 4, 2007

**TO:** Mayor and Council

**FROM:** Daniel Davis, Acting Water Resources Director (623)333-2411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing the City Manager to sign an Application to the Arizona Department of Water Resources (ADWR) requesting an Amended Designation of our existing Assured Water Supply and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In 1995 the State adopted the Assured and Adequate Water Supply Rules requiring water providers to demonstrate the availability and sufficiency of their water supplies. In 1997 Avondale submitted to ADWR an Application Requesting a Designation of Assured Water Supply, and in 1999 Avondale received a Designation, valid for 10 years, allowing the City to serve up to 14,211 acre-feet of water per year. In 2006 the City served 13,576 acre-feet of water to our customers. This annual water demand is expected to increase by approximately 1,000 acre-feet per year over the next few years. At this rate, the City will exceed its Designation in 2008, or one year ahead of its required renewal. Because of the increased demand, a Renewal Designation or an Amended Designation must occur before 2008.

**DISCUSSION:**

Staff has met with ADWR personnel to discuss a Renewal Designation. Most other municipal water providers in the Phoenix and Tucson metro area also require Renewal Designations in 2009. To minimize their effort, ADWR staff prefers that we submit a complete and comprehensive application for Renewal along with all other providers in 2009. To segue between our current designation limit and a new limit that will allow us to continue operating, ADWR suggested an Amended Designation to create the necessary "bridge." This Amended Designation, or so-called "Bridge Designation," will allow us to increase our existing designation limit until we submit our complete and comprehensive application for Renewal (along with all other providers) in 2009. Staff has completed the Application paperwork and it now requires the signature of an Authorized Representative. The Arizona Administrative Code R12-15-710(B) (1) requires the Authorized signature be supported by a Resolution of the City Council granting the authority to sign the Application. This Resolution will grant the City Manager the necessary signing authority.

**BUDGETARY IMPACT:**

Funding for the Amended Application fee of approximately \$552.00 is available in the Water Resources Operating Budget (Line Item 501-9112-00-6190, Licenses and Fees).

**RECOMENDATION:**

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to sign the Application to ADWR requesting an Amended Designation of our existing Assured Water Supply and

authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Click to download**

 [RES - 2654-607](#)

**RESOLUTION NO. 2654-607**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT AN APPLICATION TO THE ARIZONA DEPARTMENT OF WATER RESOURCES REQUESTING AN AMENDED DESIGNATION OF AN ASSURED WATER SUPPLY.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City Manager is hereby authorized to execute and submit an Application to the Arizona Department of Water Resources Requesting an Amended Designation of the City's Existing Assured Water Supply.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 4, 2007.

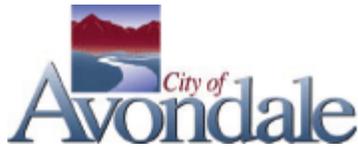
\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
Public Hearing - Avondale/Encanto Annexation

**MEETING DATE:**  
June 4, 2007

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, Deputy City Clerk (623)333-1214  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To conduct a public hearing regarding the proposed annexation of eight acres of land generally located at the southwest corner of Avondale Boulevard and Encanto Boulevard.

**BACKGROUND:**

On August 18, 2006 Michael Curley of Earl, Curley and Lagarde, P.C. on behalf of Bardin and Peggy Wooten and Cheryl Mortensen requested City staff begin the annexation of eight acres of land generally located at the southwest corner of Avondale Boulevard and Encanto Boulevard. This request was subsequently held by the applicant pending a General Plan amendment.

The General Plan amendment was approved and City Council authorized Staff to begin the annexation process on March 19, 2007.

The property is contiguous to existing city limits on three sides. The site is currently zoned Rural-43 by Maricopa County and will be designated as AG (Agricultural) upon annexation. A rezoning application has not yet been filed by the developer.

In accordance with state statutes, the Council must hold a public hearing on this proposed annexation. The notice of this hearing and the pending annexation have been published in the West Valley View and posted on the property as required by State statutes. No comments have been received from the public. Adoption of the annexation ordinance by the City Council is scheduled for the regular meeting of June 18, 2007.

**RECOMENDATION:**

Staff recommends that Council hold a public hearing on the proposed annexation as required by law.

**ATTACHMENTS:**

Click to download

- [Annexation Request](#)
- [Annexation map and legal description](#)
- [Posting photos](#)
- [Vicinity Map](#)

**EARL, CURLEY & LAGARDE, P.C.**  
ATTORNEYS AT LAW

Telephone (602) 265-0094  
Telefax (602) 265-2195

3101 N. Central Avenue  
Suite 1000  
Phoenix, Arizona 85012

August 18, 2006

Ms. Linda Farris  
City Clerk  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, Arizona 85323

2006-08-18 10:11 AM

Re: Request for Annexation  
Southwest corner of Avondale Boulevard and Encanto Boulevard

Dear Linda:

Our firm represents Trammell Crow Residential who proposes to develop approximately eight acres of property generally located at the southwest corner of Avondale Boulevard and Encanto Boulevard (APNs 501-74-015B, E and F). The property owners, Bardin and Peggy Wootten, have authorized our firm to initiate the annexation of this property into the City of Avondale so that Trammell Crow Residential can pursue the necessary entitlements to develop the site.

Please accept this letter as our formal request to initiate annexation proceedings for this property. Attached are copies of the County Assessor's information on the parcels which contain legal descriptions. Also attached is an aerial map for reference. Please let me know if you have any questions. Thank you for your assistance.

Sincerely,

  
for Michael J. Curley

MJC/aw

Enclosures: As stated

C: Bardin and Peggy Wootten  
Jeff Allen, Trammell Crow Residential



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**Property Information**

**Parcel #:** 501-74-015-B  
**MCR #:**  
**Property Address:**  
**Property Description:** W 25F E 58F OF NE4 SE4 EX N 33F & EX S 25F  
**Section Township Range:** 36 2N 1W

[View GIS Maps](#)

**Subdivision Name:**  
**Lot #:**

**Associated Parcel:**

**Owner Information**

**Owner:** WOOTTEN BARDIN/PEGGY/MORTENSEN CHERYL  
**In Care Of:**  
**Mailing Address:** 11901 W THOMAS RD  
AVONDALE AZ 85323 USA  
**Deed #:** 950102900  
**Deed Date:** 2/24/1995

[View Tax Information](#)

**Sales Price:** n/a  
**Sales Date:** n/a

[View Comparables \(COMPS\)](#)

Tax Year:	2007	2006	2005
Full Cash Value (FCV):	\$47,500	\$47,500	\$47,500
Limited Property Value (LPV):	\$46,734	\$42,485	\$38,623
<b>Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.</b>			
Legal Class:	2	2	2
Assessment Ratio:	16.0%	16.0%	16.0%
Assessed FCV:	\$7,600	\$7,600	\$7,600
Assessed LPV:	\$7,477	\$6,798	\$6,180
Property Use Code:	1074	1074	1074
Tax Area Code:	920000	920000	920000

**Additional Component Information (for this parcel)**

[Valuation](#) [Characteristics](#)

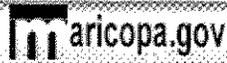
[New Search](#)

**Helpful Information:**

[recorder](#) [glossary](#) [forms](#)

**Disclaimer**

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**Property Information**

[View GIS Maps](#)

**Parcel #:** 501-74-015-E

**Subdivision Name:**

**MCR #:**

**Lot #:**

**Property Address:**

**Property Description:** S 7F OF N 40F OF E 281F NE4 SE4 EX E 58F

**Section Township Range:** 36 2N 1W

**Associated Parcel:**

**Owner Information**

[View Tax Information](#)

**Owner:** WOOTTEN BARDIN/PEGGY/MORTENSEN CHERYL

**In Care Of:**

**Mailing Address:** 11901 W THOMAS RD  
AVONDALE AZ 85323 USA

**Deed #:** 950102900

**Deed Date:** 2/24/1995

**Sales Price:** n/a

**Sales Date:** n/a

[View Comparables \(COMPS\)](#)

<b>Tax Year:</b>	<b>2007</b>	<b>2006</b>	<b>2005</b>
<b>Full Cash Value (FCV):</b>	\$6,000	\$6,000	\$6,000
<b>Limited Property Value (LPV):</b>	\$5,128	\$4,662	\$4,216
<b>Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.</b>			
<b>Legal Class:</b>	2	2	2
<b>Assessment Ratio:</b>	16.0%	16.0%	16.0%
<b>Assessed FCV:</b>	\$960	\$960	\$960
<b>Assessed LPV:</b>	\$820	\$746	\$675
<b>Property Use Code:</b>	1074	1074	1074
<b>Tax Area Code:</b>	920100	920100	920100

**Additional Component Information (for this parcel)**

[Valuation](#) [Characteristics](#)

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Helpful Information:

[records](#) [glossary](#) [forms](#)

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Maricopa County || 301 W. Jefferson St. || Phoenix, AZ 85003  
602-506-3011



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Property Information

[View GIS Maps](#)

Parcel #: 501-74-015-F  
 MCR #:  
 Property Address: 11901 W THOMAS RD  
 Property Description: E 281F NE4 SE4 EX E 58F TH/OF & EX N 40F & EX S 25F  
 Section Township Range: 36 2N 1W

Subdivision Name:  
 Lot #:  
 Associated Parcel:

Owner Information

[View Tax Information](#)

Owner: WOOTTEN BARDIN/PEGGY/MORTENSEN CHERYL  
 In Care Of:  
 Mailing Address: 11901 W THOMAS RD  
 AVONDALE AZ 85323 USA  
 Deed #: 950102900  
 Deed Date: 2/24/1995

Sales Price: n/a  
 Sales Date: n/a

[View Comparables \(COMPS\)](#)

Tax Year:	2007	2006	2005
Full Cash Value (FCV):	\$661,935	\$629,495	\$629,495
Limited Property Value (LPV):	\$418,972	\$337,984	\$240,814
<b>Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.</b>			
Legal Class:	3	3	3
Assessment Ratio:	10.0%	10.0%	10.0%
Assessed FCV:	\$66,194	\$62,950	\$62,950
Assessed LPV:	\$41,897	\$33,798	\$24,081
Property Use Code:	8630	8630	8630
Tax Area Code:	920100	920100	920100

Additional Component Information (for this parcel)

[Valuation](#) [Characteristics](#)

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Helpful Information:

[recorder](#) [glossary](#) [forms](#)

Disclaimer

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August 18, 2006

Ms. Linda Farris  
City Clerk  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, Arizona 85323

Re: SWC of Avondale Boulevard and Encanto Boulevard  
(APNs 501-74-015B, E and F)

Dear Ms. Farris:

As an owner of property located in the area of the SWC of Avondale Boulevard and Encanto Boulevard, I hereby authorize Michael J. Curley and members of the law firm Earl, Curley and Lagarde to submit applications to annex the unincorporated portion of our property, obtain an amendment of the property's General Plan designation, rezone the property and obtain all other related entitlements as may be necessary to develop the property.

Sincerely,



By: Peggy Wootten  
Owner(s)



Subject Site



Aerial Map  
SWC of Avondale Blvd. and Encanto Blvd.

## Carmen Martinez

---

**From:** Adrian Williamson [awilliamson@ECLLAW.COM]  
**Sent:** Monday, November 27, 2006 5:20 PM  
**To:** Carmen Martinez  
**Subject:** Annexation SWC of Avondale Blvd & Encanto  
**Attachments:** 8.22.06 Owner Authorization for Annexation.pdf

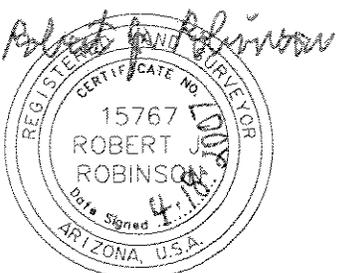
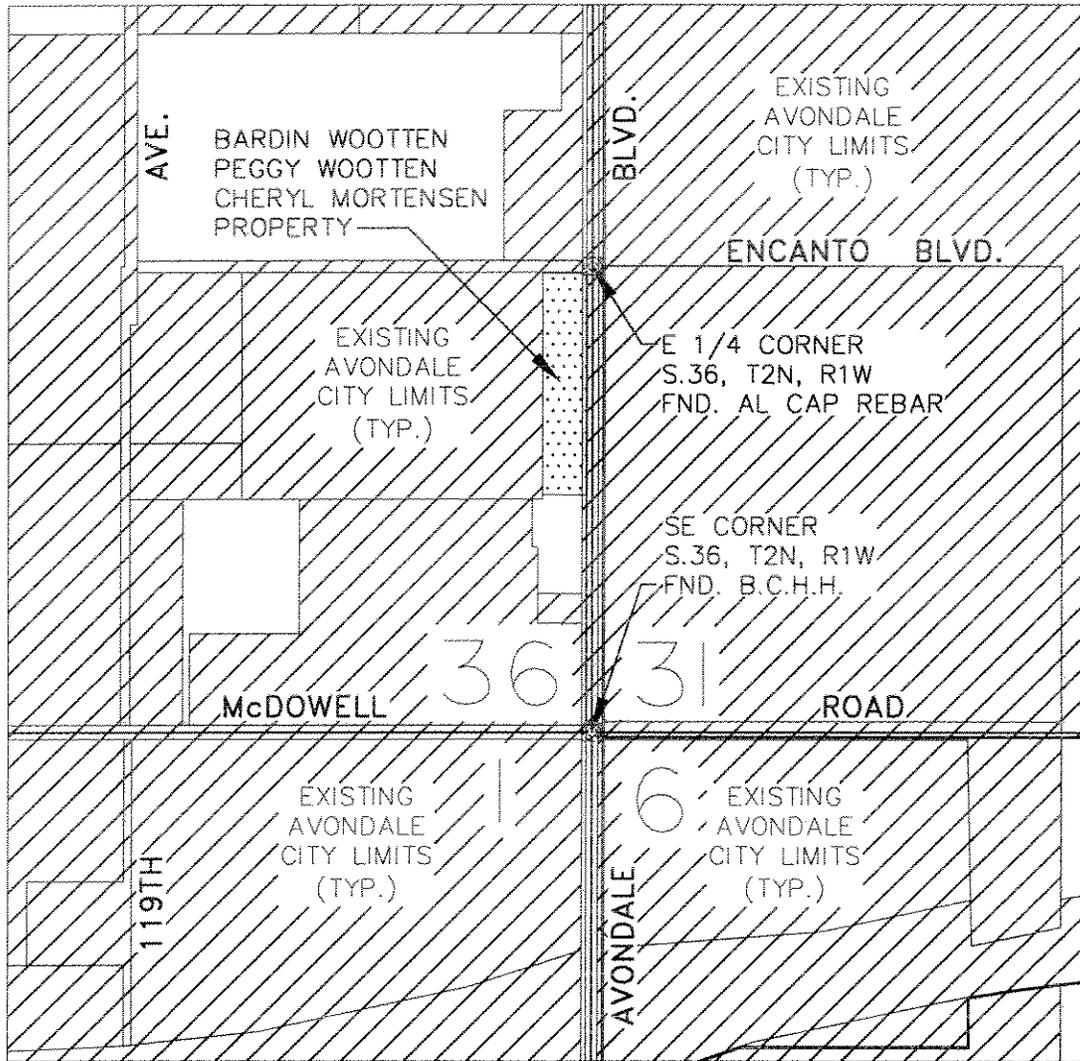
Carmen –

As we discussed on the phone, we would like the application for annexation of the three parcels at the southwest corner of Avondale Boulevard and Encanto to move forward. Attached is a copy of the owner authorization letter that we also discussed. Please let me know if you have any questions. Thanks.

Adrian Williamson, AICP  
Planning Consultant  
Earl, Curley & Lagarde, P.C.  
3101 N. Central Avenue, Suite 1000  
Phoenix, Arizona 85012  
T: 602-265-0094  
F: 602-265-2195  
email: awilliamson@ecllaw.com

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11/28/2006



**AVONDALE/ENCANTO ANNEXATION**

CITY OF AVONDALE, ARIZONA  
 WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO.

-  TO BE ANNEXED
-  EXISTING CITY LIMITS

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
 CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**HUITT-ZOLLARS**  
 Huitt-Zollars, Inc. Phoenix  
 426 North 44th Street, Suite 300  
 Phoenix, Arizona 85008-6596  
 Phone (602) 952-9123 Fax (602) 952-9124

**CITY OF AVONDALE  
DESCRIPTION FOR ANNEXATION**

**WOOTTEN & MORTENSEN PROPERTY**

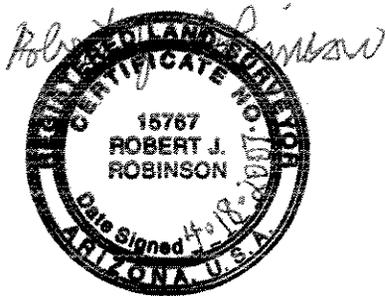
That portion of Section 36, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

The East 281.00 feet of the Northeast Quarter of the Southeast Quarter of said Section 36;

EXCEPT the North 33.00 feet;

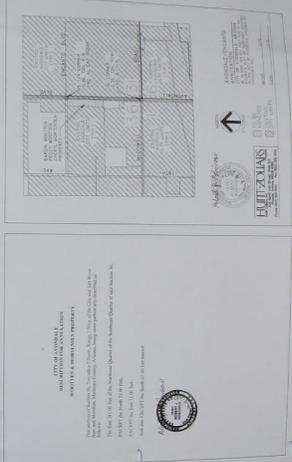
EXCEPT the East 33.00 feet;

And also EXCEPT the South 25.00 feet thereof.



**PUBLIC NOTICE**

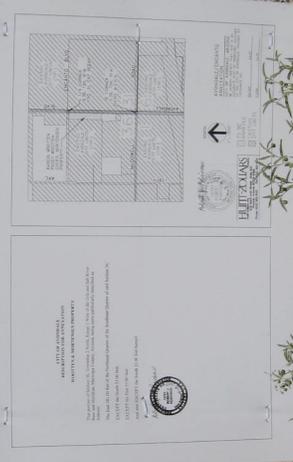
Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, June 4, 2007 at 7:00 p.m. to discuss the proposed annexation of that portion of Section 36, Township 2 North Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (eight acres of land located at the southwest corner of Avondale and Encanto Boulevards), for which the City of Avondale is seeking annexation. The City Clerk's Office at 623-333-1200. This meeting will be held in the Council Chambers, 11465 W Civic Center Drive in Avondale. Published in the West Valley View May 29, 2007.



05/21/07

**PUBLIC NOTICE**

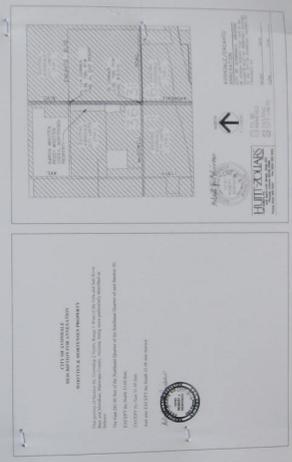
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05/21/07

# VICINITY MAP



July 2005 - GIS / MAPPING SECTION